THIS DEED is made the 24th day of November 2000

BETWEEN

1. **KNOWSLEY METROPOLITAN BOROUGH COUNCIL** of Municipal Buildings, Archway Road, Huyton, Merseyside, L36 9YU
2. **CAIRNCASTLE LIMITED** whose registered office is at 503 Smithdown Road, Liverpool, L15 5AE
3. **NEAL ALEXANDER CONSETT** of Beech Lawns, Lathom Park, Lathom, Burscough, Nr Ormskirk, Lancashire L40 5UQ

WHEREAS

(1) The Owner is the owner in fee simple of the Land

(2) The Developer is proposing to take a transfer of the Land from the Owner and to erect sixteen flats on the Land

(3) The Council is the Local Planning Authority for the area within which the Land is situated and by whom the obligations in this Deed on the part of the Developer are enforceable

(4) The Developer has applied to the Council to develop the Land in the manner and for the uses set out in the Planning Application

(5) The Council has decided to grant planning permission for the development in accordance with the Planning Application subject only to the conditions set out in Appendix 1 to this Agreement and to the making of this Agreement without which planning permission for the development would not be granted

NOW THIS DEED WITNESSES as follows:

1. **Definitions and interpretation**

In this deed:

1.1 "the Act" means the Town and Country Planning Act 1990

1.2 "the Council" means Knowsley Metropolitan Borough Council and includes its successors and assigns

1.3 the Developer means Cairncastle Limited and includes its successors in title and assigns

1.4 "the Land" means land lying to the south of West View Avenue Huyton registered at H M Land Registry under Title No: MS65299 and shown edged red on the Plan

1.5 "the Owner" means Neal Alexander Consett and includes his successors and assigns

1.6 "the Plan" means the plan annexed to this Deed

1.7 "the Planning Obligations" means the obligations on the part of the Developer and the Owner specified in the Schedule

1.8 "the Planning Application" means the planning application statutory number 00/00062/FUL dated 6 February 2000 for the erection of sixteen flats on the Land together with the construction of vehicular and pedestrian access

1.9 "the Contribution" means the sum to be paid by the Developer to the Council pursuant to the Schedule

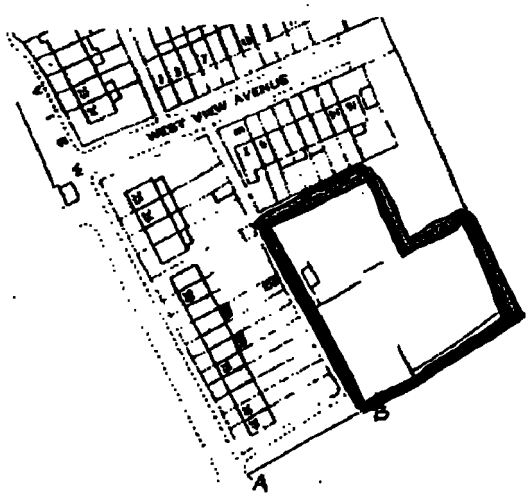
1.10 "the Works" means the works set out in the Appendix 2 to this Agreement including the construction of the chicane gate access to Stadt Moers Park, the reinstatement of the boundary to Stadt Moers Park in the position indicated between the points "A" and "B" on the Plan together with replacement tree planting within the said Park

1.11 Words importing one gender include all other genders

1.12 Words importing the singular number only shall include the plural number and vice-versa

1.13 The clause paragraph and schedule headings do not form part of this Deed and shall not be taken into account in its construction or interpretation

1.14 References to "the Schedule" mean the schedule to this Deed



FILED PLAN
H.M. LAND REGISTRY

PICEA DESIGN.
2.11.00.

This OFFICE COPY shows the state of the title plan on 06 December 1999 and is admissible in evidence to the same extent as the original. This office copy of the title plan may be subject to minor distortions in scale.
...d on 07 December 1999 by the Birkenhead (Old Market) District Land Registry.
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2. Planning Obligations

2.1 The Planning Obligations contained in this Deed are planning obligations for the purposes of Section 106 of the Act

2.2 The Planning Obligations may be enforced by the Council

2.3 No person shall be liable for breach of covenant contained in this Agreement after he shall have parted with all interest in the Land in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

2.4 The Planning Obligation shall not come into effect until the Developer has begun development of the Land within the meaning of Section 56 of the Act subject to the provisions of Clause 2.5

2.5 The term "material operation" in Section 56 of the Act shall not include operations in connection with site clearance demolition archaelogical investigation investigation for the purposes of assessing contamination remedial action in respect of any contamination diversion and laying of services and the erection of means of enclosure for the purposes of site security and/or the display or advertisements but the Developer shall be responsible for obtaining all permissions and consents required for the same (including any planning permission) and nothing contained in this Deed shall imply any permission or consent on behalf of the Council to carry out the same

3. The Council's Obligation

The Council agrees to commence to carry out the Works as soon as possible after receipt of written notice received from the Developer so to do in a good and workmanlike manner with good quality and fit and suitable materials to the reasonable satisfaction of the Developer and to use its best endeavours to complete the same within six weeks of service of the said written notice by the Developer on

the Council and in any event as soon as reasonably practicable thereafter and shall give written notice of completion to the Developer and the Developer's solicitors

4. **Local Land Charge**

This Agreement is a local land charge and shall be registered as such provided that the Council will arrange for the removal of the registration:

(1) if the Council shall not within five working days of the date of this Agreement grant the planning permission pursuant to the Planning Application in the form attached to this Agreement or

(2) if the Council fails to carry out the Works pursuant to its obligations contained in this Deed

(3) when the Planning Obligations have been discharged

5. Notices

Any notice to be served on the Council shall be validly served if served by post DX or fax on 0151 443 2370 and any notice to be served on the Owner or the Developer shall be validly served if served by post at the address given for the Owner in this Deed and any notice to be served on the Developer's solicitors shall be validly served if served by post DX or fax on Goodmans, 33 Rodney Street, Liverpool, L1 9JF (ref:JIP)

In witness whereof the Owner the Developer and the Council have respectively executed this Deed as their Deed day and year first above written

THE SCHEDULE

1. Prior to the occupation of any of the flats referred to in Clause 1.8 the Developer shall pay the Contribution to its solicitors to be placed in their client account (with interest accruing to the Developer) and with an irrevocable instruction to release the Contribution to the Council on completion of the Works in accordance with the provisions of this Agreement and the Council shall not be obliged to commence the Works unless the Developer shall have paid the Contribution accordingly

2. Upon completion of the Works to its reasonable satisfaction the Developer shall pay to the Council the sum of fifteen thousand two hundred and twenty two pounds and twenty nine pence (£15,222.29) within seven days of the giving of written notice by the Council pursuant to Clause 3.1 in respect of the Works

3. The Owner shall not develop or permit the development of the Land in accordance with the planning permission granted pursuant to the Planning Application other than by the Developer or such other developer as may be approved by the Council such approval not to be unreasonably withheld or delayed but which approval shall not be granted unless such developer has entered into an agreement with the Council in substantially the same terms as this Agreement



