

Dated	22/11/2023	2023
JBP GROUP LIMITED		
- to -		
WREXHAM COUNTY BOROUGH COUNCIL		
PLANNING OBLIGATION BY DEED OF UNILATERAL UNDERTAKING UNDER SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990		
relating to Land at Five Crosses Inn Ruthin Road Bwlchgwyn Wrexham LL11 3UT		
 HOWES PERCIVAL Flint Buildings 1 Bedding Lane Norwich Norfolk NR3 1RG Tel: 01603 762103 Fax: 01603 762104		

Ref: CAM1/245656.0001

CONTENTS

1. Definitions and interpretation	3
2. Legal basis	
	4
3. Conditionality	4
4. The Owner's covenants	5
5. Miscellaneous	5
6. Indexation	

7. Interest

5

8. VAT

5

9. Jurisdiction

6

10. Delivery

6

SCHEDULE 1

7

Description of the Site

SCHEDULE 2

8

Owner's covenants – Traffic Regulation Order Consultation and Implementation Contribution

☐ **THIS AGREEMENT** is dated
2023

FROM

(1) **JBP GROUP LIMITED** (company number 14092961) of 2 Merus Court, Meridian Business Park, Leicester, Leicestershire, United Kingdom, LE19 1RJ (the “**Owner**”)

TO

(2) **WREXHAM COUNTY BOROUGH COUNCIL** of the Guildhall, Wrexham, LL11 1AY (the “**Council**”)

BACKGROUND

(A) The Council is the local planning authority for the purposes of this Deed and the 1990 Act for the area within which the Site is situate and is the local planning authority by whom a planning obligation is enforceable.

(B) The Owner is the registered proprietor of the Site having acquired the title absolute from Oxford Park Limited on 14 August 2023.

(C) The Site is subject to a pending application at HM Land Registry under reference Q250CCT to register the completed transfer to the Owner.

(D) The Owner has submitted the Application to the Council.

TERMS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Deed.

“1990 Act”

the Town and Country planning Act 1990 (as amended)

“Application”

the planning application with reference P/2022/0229 for the variation of condition 1 of planning permission P/2016/0540 to extend time limit for commencement of development

“Commencement of Development”

the date on which any Material Operation (as defined in section 56(4)) of the 1990 Act forming part of the Development begins to be carried out other than (for the

3. CONDITIONALITY

3.1 Save for clauses 5.2, 9 and 10 which shall be of immediate effect, this Deed is conditional upon:

3.1.1 the grant of Planning permission; and

3.1.2 Commencement of Development;

4. THE OWNER'S COVENANTS

4.1 The Owner covenants with the Council on behalf of themselves and their successors in title to the Site to comply with the obligations relating to the Traffic Regulation Order Consultation and Implementation Contribution and set out in schedule 2 to this agreement.

4.2 The Owner shall serve on the Council a notice of Commencement of Development not less than 7 days after Commencement of Development.

5. MISCELLANEOUS

5.1 A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

5.2 This Deed is a local land charge and shall be registered as such by the Council.

5.3 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

5.4 Insofar as any clause or clauses of this Deed or found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

5.5 This Deed shall cease to have effect (insofar only as it has not already been complied with) if:

5.5.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure;

5.5.2 the Planning Permission expires before the Commencement of Development;

5.5.3 the Site is developed under a new planning permission granted after the Planning Permission by the Council or any other competent authority and Development has not Commenced.

5.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or that part to which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

5.7 This Deed shall not be enforceable against owner-occupiers or tenants of any Retail Unit constructed pursuant to the Planning Permission nor against those deriving title from them.

5.8 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.

6. INDEXATION

date hereof until the date on which sum is payable.

7. INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

8. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax people payable.

9. JURISDICTION

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Wales.

10. DELIVERY

The provisions of this Deed shall be of no effect until this Deed has been dated.

IN WITNESS whereof the Owner has executed this Deed on the date first above written

□

SCHEDULE 1

Description of the Site

All that parcel of land being part of the Five Crosses Inn, Ruthin Road, Minera, Wrexham, LL11 3UT which is registered at HM Land Registry in the name of the Owner with title absolute under title number WA757924 and shown for identification purposes only edged red of the Plan.

□

SCHEDULE 2

Owner's covenants – Traffic Regulation Order Consultation and Implementation Contribution

To pay to the Council within 7 days of the Commencement of Development the Traffic Regulation Order Consultation and Implementation Contribution and the monies paid shall be used by the Council to carry out the Traffic Regulation Order works in accordance with the Planning Permission.

□

EXECUTED as a DEED by
JBP GROUP LIMITED

acting by []

a director in the presence of:

22/11/2023

WITNESS

Signature:

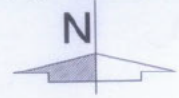
Name:

Address:

Occupation:

Public

P/2016/0540



WREXHAM COUNTY
BOROUGH COUNCIL
REFUSED
PLANNING DEPARTMENT



Ordnance Survey (c) Crown Copyright 2014. All rights reserved. Licence number 100022432

WREXHAM COUNTY
BOROUGH COUNCIL
08 JUN 2016
PLANNING DEPARTMENT

100m 0 100m 200m
Scale Bar 1:1250

FOR PLANNING
NEW RIVER RETAIL LTD
PROPOSED RETAIL STORE
THE FIVE CROSSES INN, RUTHEN ROAD
WREXHAM LL11 3UT
SITE LOCATION PLAN

AL	PL	AS	CD	TL	SL
101106			13-0300		A

CORSTORPHINE
+WRIGHT
Bristol Road • Brinkley Street • Wrexham • CH4 4EL
01928 288772 • www.corstorphine-wright.com

22/11/2013

WREKHAM COUNTY
BOROUGH COUNCIL
REFUSED
PLANNING DEPARTMENT

The copyright of this drawing is vested with Corstorphine & Wright Ltd and
shall not be copied or reproduced without the consent of the copyright owner.

All contractors must check this plan and be responsible for checking all building
and dimensions and making the architect or any discrepancies prior to any
construction or installation work.

NOTES

Acoustic fence
min h=2.7m

Close-boarded fence
h=2.4m

External steel doorset
1000 min. clear opening
2100mm high

Cage, Bins
&
Plant Area

INTERNAL LAYOUT-
SUBJECT TO RETAIL FIT-OUT
FFL=103.50

Polyester powder coated
aluminum shop front
Clear glazed 10.8 mm
laminated glass.

New bollards

ATM fitted by
the tenant

RWP

ATM

Automatic sliding door

ENTRANCE

New bollards

extent of
security shutter

Polyester powder coated
aluminum shop front
Clear glazed 10.8 mm
laminated glass.

FOR PLANNING

Client
NEW RIVER RETAIL LTD

Propose RETAIL STORE
THE FIVE CROSSES NN, RUTHIN ROAD
WREKHAM, LL11 3UT
Drawing Title
Proposed GA Floor Plan

ASD	PH	A3	1:100	Date
131/06			T29-0313	05.05.16

**CORSTORPHINE
& WRIGHT**

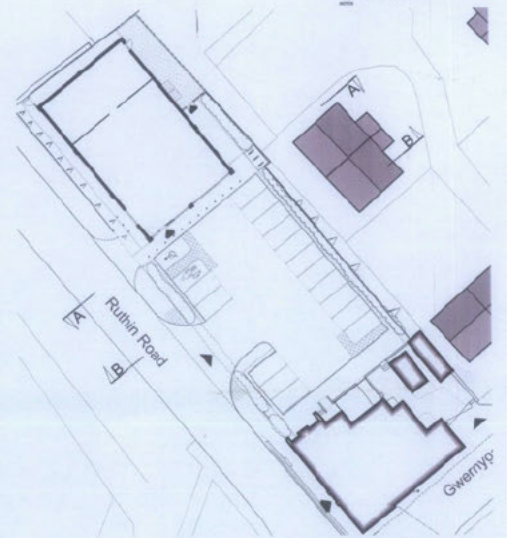
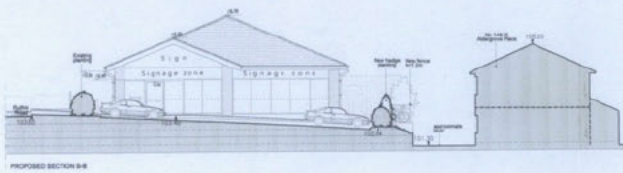
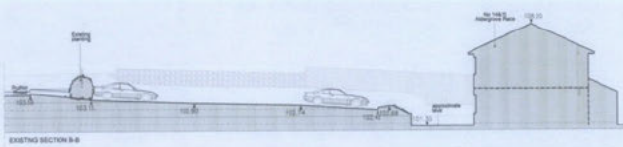
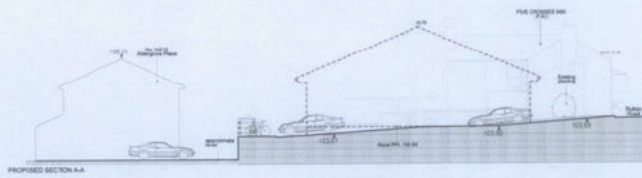
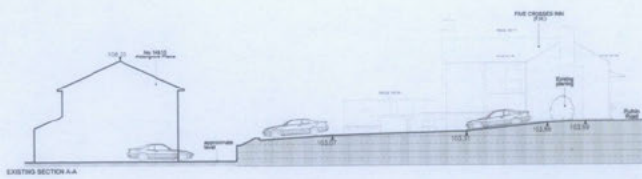
Brook Hall • Brook Street • Wrexham • CV34 4BL
• 01930 288902 • www.corstorphinewright.com

Scale Bar 1:100

WREKHAM COUNTY
BOROUGH COUNCIL
08 JUN 2016
PLANNING DEPARTMENT

P / 2016 / 0540

20/11/2023



P/2016/0540

FOR PLANNING

NEW RIVER RETAIL LTD.

PROPOSED RETAIL STORE

THE FIVE CHARGES INN, RUTHIN, WREKHAM (LL11 3LT)

EXISTING & PROPOSED SECTIONS THROUGH THE SITE

11/2023

CORSTORPHINE + WRIGHT

11/2023