

Dated

2003

WREXHAM COUNTY BOROUGH COUNCIL (1)

**MR AND MRS A F PHILLIPS
and MR A F PHILLIPS (Senior) (2)**

AGREEMENT

Pursuant to Section 106 of the
Town and Country Planning Act 1990
in respect of the agricultural occupancy and other
matters at Dynhyllle Isaf Farm and land
adjoining Crab Row, Penylan, Ruabon, Wrexham

Chief Legal and Administration Department
Wrexham County Borough Council
Guildhall
P O Box 1284
Wrexham
LL11 1WF

DP/RG/PL000520

THIS DEED is made the day of Two thousand and three
BETWEEN WREXHAM COUNTY BOROUGH COUNCIL of Guildhall P O Box
1284 Wrexham LL11 1WF (hereinafter called "the Council") of the first part **ANDREW
FREDERICK PHILLIPS, DOREEN MARJORIE PHILLIPS and ~~ANDEW~~
FREDERICK PHILLIPS (Senior)** all of Dynhynlle Isaf Farm, Penylan, Ruabon, Wrexham,
LL14 6HT (hereinafter called "the Owners") of the second part.

WHEREAS

- (1) The Council is the local planning authority within the meaning of the Town and Country Planning Act 1990 (hereinafter called "the Act") for the area in which the land described in the First Schedule hereto (hereinafter called "the Land") is situate and by whom the obligations contained in this Deed are enforceable.
- (2) That part of the Land shown coloured yellow on the attached plan ("the Plan") is referred to in this Agreement as "the Yellow Land", the part of the Land shown coloured green on the Plan is referred to as "the Green Land", and the part of the Land edged blue on the Plan is referred to as "the Blue Land".
- (3) Andrew Frederick Phillips and Doreen Marjorie Phillips are the owners in fee simple in possession free from incumbrances of the Yellow Land and the Blue Land. Andrew Frederick Phillips and Andrew Frederick Phillips (Senior) are the owners in fee simple free from incumbrances of the Green Land. There are no other interests in the Land.
- (4) By an application dated 19 March 2003 which has been allocated code number P/2003/0310 (hereinafter called "the Application") application has been made to the Council for planning permission for the development specified in the Second Schedule hereto (hereinafter called "the Development") on the Yellow Land.
- (5) The Council has decided to grant planning permission for the Development subject to conditions (hereinafter called "the Planning Permission") in accordance with the Application subject to the execution of this Deed without which planning permission for the Development would not have been granted.
- (6) The Owners agree that the future occupation of the existing farmhouse Dynhynlle Isaf should be limited to agricultural or forestry workers and their dependants, and that the dwelling forming part of the Development ("the New Dwelling") and the Blue Land should remain as one unit in the future.

NOW THIS DEED which is made in pursuance of Section 106 of the Town and Country Planning Act 1990 **WITNESSETH** as follows:-

1 **THE Owners** hereby covenant with the Council to observe and perform the obligations (hereinafter called "the Obligation") set out in the Third Schedule hereto.

2 **It is hereby agreed** and declared as follows:-

- (i) The Obligation is a planning obligation for the purposes of Section 106 of the Act
- (ii) The Obligation relates to the Land
- (iii) The Obligation is enforceable by the Council as local planning authority.
- (iv) The Council will issue the Planning Permission to the applicant who made the Application on completion of this Deed.
- (v) The expressions "the Council" and "the Owners" shall include their respective successors in title and assigns.
- (vi) The Obligation shall take effect upon a date which shall be specified by the party intending to implement the Planning Permission in a written notice served upon the Council as the date upon which the Development is to be commenced (such notice to be served not less than seven days before such date).
- (vii) If the party intending to implement the Planning Permission fails to serve the notice referred to in (vi) before commencement of the Development the Obligation shall take effect upon the actual date upon which the Development is begun within the meaning of Section 56 of the Act (as amended).
- (viii) The Obligation is a local land charge and shall be registered as such.
- (ix) This Deed will not prevent the Council from exercising its statutory powers under any legislation.
- (x) The Owners will pay to the Council on the date hereof the sum of pounds (£) representing the Council's legal costs of the preparation of this Deed.

IN WITNESS WHEREOF the Council has caused its Common Seal to be hereunto affixed to this deed and the Owners have duly executed this agreement as a deed the day and year first before written

FIRST SCHEDULE

ALL THAT piece or parcel of land situate and being land Dynhynlle Isaf Farm and land adjoining Crab Row, Penylan, Ruabon in the County Borough of Wrexham shown for identification purposes only on the Plan and thereon edged red.

SECOND SCHEDULE **("the Development")**

"Erection of farm workers dwelling, alteration to existing vehicular access and installation of septic tank".

THIRD SCHEDULE **("the Obligation")**

- (a) That the occupation of the existing dwelling known as Dynhynlle Isaf, situated on the Green Land, shall be limited to a person or persons solely or mainly employed or last employed in the locality in agriculture (as defined by Section 336 of the Town and Country Planning Act 1990) or in forestry, including resident dependants of such person(s), and a widow or widower of such person(s).
- (b) That the New Dwelling shall not be the subject of a disposal whether by way of conveyance of the freehold or the grant of a lease or otherwise, separately from the Blue Land, so that any such disposal shall only be by way of a transaction including the New Dwelling and the whole of the Blue Land.

THE COMMON SEAL of
WREXHAM COUNTY BOROUGH COUNCIL
was hereunto affixed in the presence of:-

SIGNED AS A DEED by the said

ANDREW FREDERICK PHILLIPS
in the presence of:

SIGNED AS A DEED by the said

DOREEN MARJORIE PHILLIPS
in the presence of:

SIGNED AS A DEED by the said

ANDREW FREDERICK PHILLIPS
in the presence of:

CERTIFICATE

As solicitors for the Owners (as defined in the within written deed) we hereby certify
that Recital (3) thereof is correct

Signed

Dated

2003

Lucas Butter and Rushton
Solicitors
2 Willow Street
Ellesmere
Shropshire
SY12 0AG