

DATED

6 July 2022

**PLANNING OBLIGATION UNDER SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990
RELATING TO PROPERTY AT**

TREVOR BASIN OFF TOWER ROAD TREVOR WREXHAM

between

Wrexham County Borough Council

and

Canal & River Trust

and

Solutia UK Limited

Linda Roberts

Interim Chief Officer Governance and Customer

Guildhall

Wrexham

LL11 1AY

Ref: NR/042504

This deed is dated 6 July 2022

Parties

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham LL11 1AY (**Council**)
- (2) **CANAL & RIVER TRUST** of Ellesmere Port, South Pier Road, Ellesmere Port, Cheshire, England, CH65 4FW (**Owner**)
- (3) **SOLUTIA UK LIMITED** of Corporation Road, Newport, NP19 4XF (**Car Park Land Owner**)

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner is the freehold owner of the land registered under Land Registry Title Numbers CYM651311 and CYM392572 free from encumbrances.
- (C) The Owner has made the Planning Application and is proposing to carry out the Development.
- (D) The Car Park Land Owner is the freehold owner of the land registered under Land Registry Title Number WA869586 whereupon the Development will be situated and has agreed to be a party to this deed.
- (E) The land whereupon the Development will be situated is subject to a Lease dated 6 April 2018 between the Owner and the Car Park Land Owner permitting use of the land as a Car Park
- (F) The Council has resolved to grant planning permission subject to completion of this s.106 agreement

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this deed:

1.1 Definitions:

Base Rate: the higher of the base rate from time to time of Barclays Bank plc.

Canal & River Trust Parcel: means collectively the land registered under Land Registry Title Numbers CYM651311 and CYM392572

Car Park: means the land shaded in blue stripes within the red line and shown on Plan B.

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations:

- demolition works;
- site clearance;
- ground investigations;
- site survey works;
- temporary access construction works;
- archaeological investigation; and
- erection of any fences and hoardings around the Property.

Commence and **Commences** shall be construed accordingly.

Commencement Date: the date Development Commences.

Default Interest Rate: 4% per annum above the Base Rate.

Development: the development of the Property authorised by the Planning Permission.

Lease: the lease dated 6 April 2018 attached as ANNEX C between the Canal & River Trust and Solutia UK Ltd including any subsequent lease extending it.

Material Operation a material operation as defined in Section 56 subsection 4(a) to (e) of the 1990 Act to implement the Planning Permission.

Plan A: the plan attached as ANNEX A.

Plan B: the plan attached as ANNEX B.

Planning Application: the application for full planning permission registered by the Council on 01 June 2021 under reference number P/2021/0560.

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application any further planning permission granted by way of s.73 of the TCPA 1990.

Property: means together Canal & River Trust Parcel and Solutia UK Limited Parcel edged red on the Plan A.

Solutia UK Limited Parcel: land registered under Land Registry Title Number WA869586

TCPA 1990: Town and Country Planning Act 1990.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

Vehicular Access and Parking Management Plan: sets out details of the parking arrangements to which the s106 relates.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in Wales.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** [includes fax but not e-mail **OR** excludes faxes and e-mail].
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.15 Where 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.

2. Statutory provisions

2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, and any other enabling powers.

2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner and Car Park Land Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.

2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3. Conditionality

With the exception of clause 2, clause 3, clause 7, clause 9, clause 11, clause 12, clause 14, clause 15, clause 16, clause 17 and clause 18 (which take effect immediately), this deed is conditional on the grant and issue of the Planning Permission.

4. Covenants to the Council

4.1 The Owner and Car Park Land Owner covenant with the Council to:

- (a) observe and perform the covenants, restrictions and obligations contained in Schedule 1.

4.2 In addition, the Owner covenants with the Council to:

- (a) give at least 20 Working Days written notice to the Council of the intended Commencement Date.

5. Release

No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

6. Determination of deed

The obligations in this deed shall cease to have effect if before the Commencement of Development:

- (a) the Planning Permission expires;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) the Planning Permission is quashed following a successful legal challenge.

7. Local Land charge

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

8. Interest on late payment

If any sum or amount has not been paid to the Council by the date it is due, the Owner shall pay the Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

9. Ownership

- 9.1 The Owner and Car Park Land Owner warrant that no person other than the Owner and Car Park Land Owner has any legal or equitable interest in the Property.
- 9.2 Until the covenants, restrictions and obligations in Schedule 1 have been complied with, the Owner and Car Park Owner will give to the Council within 30 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:
 - (a) the name and address of the person to whom the disposition was made; and
 - (b) the nature and extent of the interest disposed of.

10. Reasonableness

Any approval, consent, direction, authority, agreement or action to be given by the Council under this deed shall not be unreasonably withheld or delayed.

11. Disputes

Any dispute, controversy or claim arising out of or relating to this deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by

this deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- (a) the tribunal shall consist of one arbitrator appointed jointly by the parties;
- (b) in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- (c) the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- (d) the seat of the arbitration shall be London.

12. No fetter of discretion

Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

13. Waiver

No failure or delay by the Council to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14. Future Permissions

Nothing in this agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

15. Agreements and Declarations

The parties agree that:

- (a) nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

16. Notices

16.1 Any notice or other communication to be given under this deed must be in writing and must be:

- (a) delivered by hand; or

(b) sent by pre-paid first class post or other next working day delivery service.

16.2 Any notice or other communication to be given under this deed must be sent to the relevant party as follows:

- (a) to the Council at Guildhall Wrexham LL11 1AY marked for the attention Chief officer Planning and Environment;
- (b) to the Owner at Ellesmere Port, South Pier Road, Ellesmere Port, Cheshire, England, CH65 4FW
- (c) to the Car Park Owner at Corporation Road, Newport, NP19 4XF

or as otherwise specified by the relevant party by notice in writing to each other party.

16.3 Any notice or other communication given in accordance with clause 16.1 and clause 16.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt [or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am] on the second Working Day after posting.

16.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. Third party rights

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.

18. Governing Law

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 England and Wales.

19. Section 73 variation

In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application under section 73 of the Act in respect of conditions on the Planning Permission, save and in so far as this Deed has been amended by way of a deed of variation prior to the

grant of such planning permission, references in this Deed to the Application and the Planning Permission shall be deemed to include any subsequent section 73 applications and planning permissions as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1

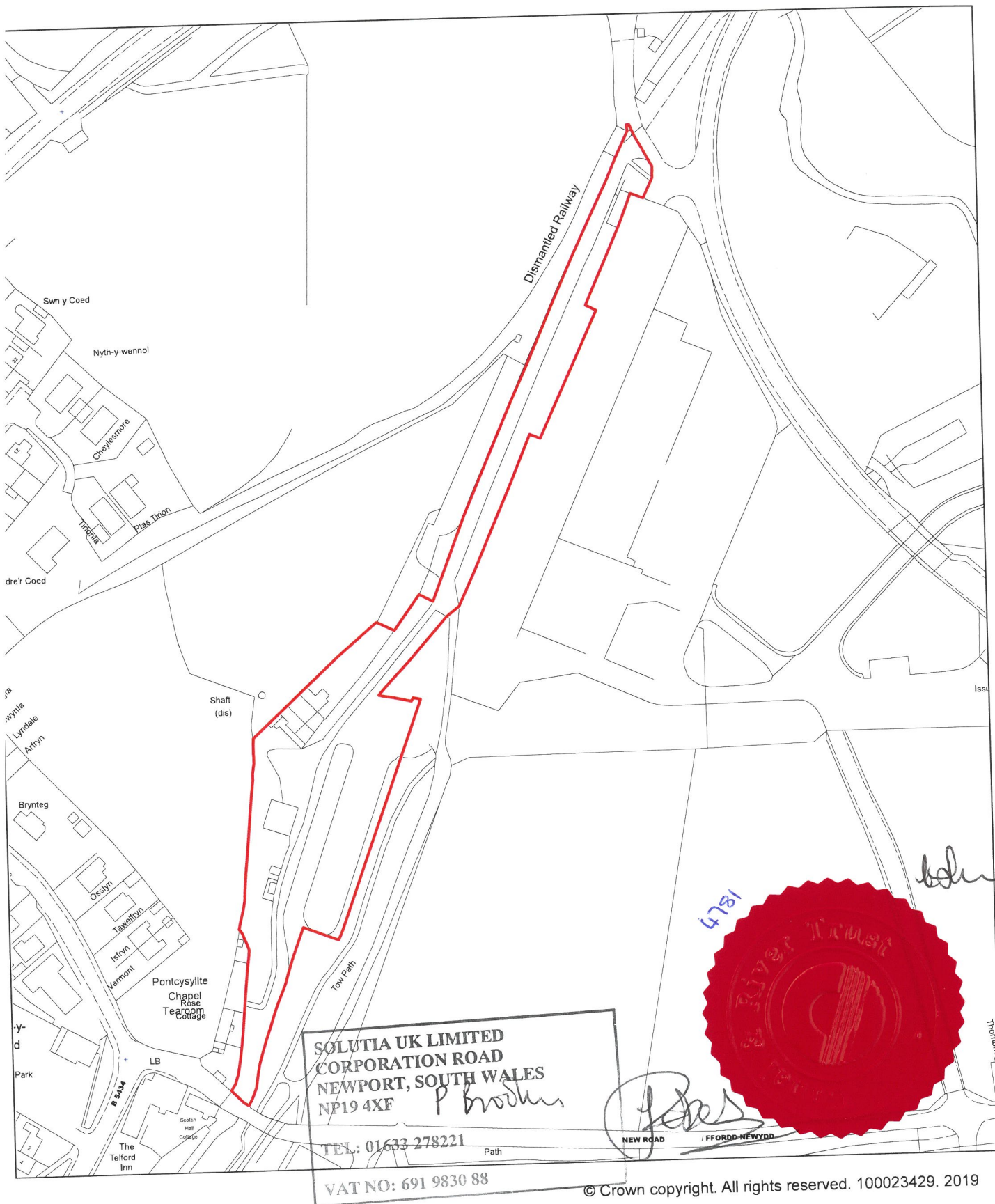
Covenants to the Council

Owner and Car Park Land Owner Covenants

1. The Owner and the Car Park Land Owner covenant with the Council as follows:
 - 1.1 Prior to first use of the Development the Owner and Car Park Land Owner must ensure the Car Park is open free of charge and available for use in conjunction with the Development.
2. In addition, the Owner covenants with the Council as follows:
 - 2.1 To comply with the approved Vehicular Access and Parking Management Plan for the lifetime of the Development from the date of its approval.
 - 2.2 To procure that the Car Park is subsequently managed and maintained by the Owner in accordance with the approved Vehicular Access and Parking Management Plan for the lifetime of the Development.
 - 2.3 To stop the Development and/or use of the Development should it become unable to comply with paragraphs 2.1 and 2.2 of this Schedule 1 for reasons including but not limited to:
 - a. expiration of the Lease
 - b. termination of the Lease by the Owner Car Park Land Owner and/or by both parties in agreement To cooperate as necessary with all governmental quasi-governmental or private agencies charities or trusts with which relationships are required or recommended in the vehicular access and parking management plan and to enter into such relationship with those bodies as are necessary as part of such cooperation.
 - 2.4 To pay all such monies as are necessary to comply with the vehicular access and parking management plan.

Annex A Plan A

b)



HEAD OF PLANNING AND REGULATORY
PLANNING DEPARTMENT
16 LORD STREET
WREXHAM
LL11 1LG

Town and Country Planning Act 1990
Section 106 Obligation



P/2021/0560
TREVOR BASIN, NEW ROAD
TREVOR, WREXHAM

31 JANUARY 2022
SCALE 1:2000
SJ2742

wrexham
COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL
wrecsam

b)

ANNEX B – Plan B

b)

Site access from Tower Hill

KEY

- Trust land boundary ownership
- Site planning application boundary

s106 Agreement

Land Country Planning Act 1990
s106 Obligation
P/2021/0380
TREVOR BASIN, NEW ROAD
TREVOR, WREXHAM

Car park demise within s106 agreement

TOWER HILL

QUEEN STREET

(b)



Existing vegetation to be cut back

CAR PARK

187



John

John

PLEASE NOTE - DRAWINGS ARE BASED ON AN O.S. AND TOPOGRAPHICAL SURVEY. EXACTING MEASUREMENTS, LEVELS AND CO-ORDINATES SHOULD BE CHECKED ON SITE



THIS DRAWING AND THE DESIGNS DEPICTED ARE THE COPYRIGHT OF THE CANAL AND RIVER TRUST AND MAY NOT BE REPRODUCED OR MADE USE OF, EITHER DIRECTLY OR INDIRECTLY WITHOUT EXPRESS WRITTEN CONSENT.

Drawn: 'Car Park' s106 red line and demise for the purposes of the s106

Project: Trevor Hire Boat Base

Origin Date: A1	Drawing No: 2019 38 41
Scale: 1:300 @ A1	Sheet Size: A1
Revision / Issue: V4	Revision Date: 01/05/2022

UK LIMITED
RATION ROAD
PORT, SOUTH W
XF

01633 278121

'Car Park' for the Purposes of the s106
Scale 1:300 @ A1

AT NO: 691 9830 8

ANNEX C – Lease

(b)

Clarkslegal LLP

Thames Valley Office
5th Floor, Thames Tower
Station Road
Reading RG1 3EB
Tel 0118 958 5321
Fax 0118 960 4611

Websites

12 Henrietta Street
Covent Garden
London WC2E 8LH
Tel 020 7539 8000
Fax 020 7539 8001

www.clarkslegal.com
www.employmentbuddy.com

Date

SJR/SO241/39
23/03/18

Dated 6 April 2018

- (1) Solutia UK Limited
- (2) Canal & River Trust

COUNTERPART

**Lease of land known as Top Tier
Warehouse Plot Trevor Gwynedd
Wales**

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DATE OF LEASE

6 April

2018

PARTIES

- (1) **SOLUTIA UK LIMITED** (Company Number 03295486) whose registered office is at Corporation Road, Newport, South Wales NP16 4XF (the "**Landlord**")
- (2) **CANAL & RIVER TRUST** (Company Number 07807276) whose registered office is at First Floor North Station House, 500 Elder Gate, Milton Keynes, MK9 1BB (the "**Tenant**")

THIS DEED WITNESSES THAT:

1 DEFINITIONS AND INTERPRETATION

- 1.1 The following expressions shall have the following meanings.

"**Access Road**" means the access area shown coloured green and hatched green on Plan 1 and being such land outside the Landlord's registered title situated between that land and the public highway.

"**Blue Land**" means part of the Pedestrian Access shown shaded blue on Plan 1 attached at Annexure 1.

"**Conduits**" means sewers, drains, pipes, wires, cables, ducts, gutters, optic fibres, channels, culverts and any other medium for the passage or transmission of soil, waste, water, gas, electricity, air, smoke, light, telecommunications and any other information, together with radiators, tanks and cisterns and all other ancillary fixings equipment and structures.

"**Contaminated Land Regime**" means the contaminated land regime under Part 2A of the Environmental Protection Act 1990 (as amended from time to time) and any statutory instrument, circular or guidance issued under it.

"**Enforcing Authority**" means the relevant regulator for the Premises under the Contaminated Land Regime.

"**Environment**" means the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

"**Environmental Law**" means all applicable laws, statutes, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, and legally binding codes of practice and guidance notes (as amended from time to time) in so far as they relate to the protection of the Environment.

"**Hazardous Substances**" means any material, substance or organism which, alone or in combination with others, is capable of causing harm to the Environment or which is likely to cause an actionable nuisance

"**Interest**" means interest at the rate of 4 per cent above Lloyds Bank plc base lending rate from time to time or (if such rate shall cease to be published) such reasonable or comparable rate as the Landlord shall from time to time designate.

"Landlord" includes any other person for the time being entitled to the immediate reversion to this lease.

"Pedestrian Access" means the access roadway coloured green on Plan 2 attached at Annexure 1.

"Permitted Use" means use as a ~~park~~^{car} free or fee paying and coach park (either with or without an ancillary information hut) in accordance with the Planning Consent. m
Lup

"Premises" means all that land to the north of Trevor Basin off Tower Hill, Wrexham shown edged red on Plan 1 attached at Annexure 1.

"Planning Consent" means planning consent for change of use granted by Wrexham County Borough Council (reference LLR P/2017/0888) dated 14 December 2017.

"Rent" means one peppercorn per year for the duration of the Term.

"Term" means the 5 year period from and including 6 April 2018 to and including 15 April 2023.

"VAT" means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT.

"Works" means the preparation works to be carried out at the Premises in accordance with the Planning Consent and shown in Plan 3 and Plan 4 attached at Annexure 1.

- 1.2 Words importing one gender shall be construed as importing any other gender.
- 1.3 Words importing the singular shall be construed as importing the plural.
- 1.4 Where the Landlord or the Tenant comprises more than one person the obligations and liabilities of that party under this lease shall be joint and several obligations and liabilities of those persons.
- 1.5 Any reference to any statute (whether or not specifically named) shall include any statutory modification or re-enactment of it for the time being in force and any order instrument regulation permission or direction made or issued under it or under any statute replaced by it or deriving validity from it.
- 1.6 References to clauses and schedules are to clauses and schedules of this lease.

2 DEMISE AND RENT

- 2.1 In consideration of the rents and covenants on the part of the Tenant reserved and contained in this lease the Landlord demises to the Tenant with full title guarantee all that Premises to hold unto the Tenant for the Term (determinable nevertheless as hereinafter provided) together with the rights set out in the Schedule yielding and paying during the Term:

- (a) the Rent by equal annual payments in advance without deduction or set-off legal or equitable;

- (b) Interest on any sum due pursuant to this lease if such sum is not paid after becoming due (whether or not demanded except where a demand is required by this lease) for the period from the date on which such sum became due until the date of actual payment such Interest to be paid by the Tenant on demand.

3 TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows.

3.1 Rent and outgoings

- (a) To pay the Rent in accordance with clause 2.
- (b) To pay Interest in accordance with clause 2.
- (c) To pay promptly to the authorities to whom they are due all rates taxes and outgoings relating to the Premises and to pay a fair proportion (to be determined by the Landlord) of any which relate both to the Premises and other premises.

3.2 Repair

- (a) Not to keep bring store or layout on the Premises any materials equipment plant bins crates cartons boxes or any receptacle for waste or any other item which is or might become untidy unclean or unsightly or in any way detrimental to the Premises or the area generally PROVIDED THAT this provision shall not prevent the Tenant from stationing bins for the deposit of litter on the Premises.
- (b) Save for clause 3.2(a) not to deposit or permit to be deposited any waste rubbish or refuse on the premises.
- (c) To allow the Landlord at any time during normal operating hours (or at any time in an emergency) to enter the Premises to inspect the state of them.
- (d) If the Landlord gives the Tenant proper notice of any failure to do repairs required by this lease to start the work within 1 week (where reasonably practicable) or immediately in case of emergency and to proceed with it diligently. In default the Landlord is entitled to enter the Premises to do such repairs and the Tenant must pay the proper and reasonable cost of those repairs on demand, such cost to be recoverable as rent in arrear.
- (e) At the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) for any Government Department Local Authority other public or competent authority or Court of competent jurisdiction regardless of whether such requirements are imposed on the lessor the lessee or the occupier except where such compliance is within the ambit of the Landlords' obligations contained in this Lease.

3.3 To comply with insurance and statutory requirements

- (a) Not to knowingly do any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Premises or which would or might vitiate in whole or in part any insurance effected in respect of the Premises from time to time provided a copy of such insurance policy was previously supplied to the Tenant.
- (b) To comply with any reasonable rules and regulations imposed by the Landlord and to ensure that adequate insurance is put in place by the Tenant including public liability cover to an adequate level and to supply the Landlord with a copy of any such insurance policies on request but no more than once in any 12 month period.

3.4 Alterations

Not to make any alteration or addition whatsoever to the Premises or to break up the surface of the Premises save that the Tenant may

3.4.1 carry out the Works;

3.4.2 install all such necessary and appropriate car parking furniture and equipment including but not limited to a standalone guard or visitors/information hut;

3.4.3 install a good quality fence between those parts of the boundary of the Premises shown on Plan 1 as points C to D and D to A together with knee high timber rail fence barriers along this new fence and install a manual pedestrian access gate at that part of the Premises marked "A" on Plan 1;

3.4.4 repair and/or replace and thereafter maintain and if necessary replace the main vehicular gate located at that part of the Premises marked "B" on Plan 1;

3.4.5 undertake vegetation clearance and surface repairs (including but not limited to the repair of pot holes kerbs and verges); and/or

3.4.6 install and where reasonably necessary replace two solar powered pay machines, bay markings and informative, directional and health and safety signage,

provided always that the disturbance to the surface of the Premises shall be kept to a minimum and (save for the Works) details of these permitted works including the proposed works to the surface are provided to the Landlord prior to the commencement of such works.

3.5 User

- (a) Not to use the Premises for any purpose other than the Permitted Use.
- (b) Not to use the Premises in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to the Landlord or any adjoining or neighbouring property.

- (c) Not to obstruct any accessways leading to the Premises or leave rubbish on them
- (d) Not to display any signs or notices at the Premises without the prior consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- (e) Not to use or knowingly allow the use of the Premises as sleeping accommodation or overnight parking or for residential purposes nor keep any animal reptile or bird anywhere on the Premises.

3.6 Alienation

- (a) Not to assign the Premises or underlet the same without the previous written consent of the Landlord such consent to be within the absolute discretion of the Landlord.
- (b) The Tenant may share occupation of the Premises with its car park operator as commissioned from time to time (Provided that no relationship of Landlord & Tenant is created) and for the avoidance of doubt the Landlord agrees that the Premises may be occupied by users of the car and coach park on a temporary basis in accordance with the Permitted Use.

3.7 Indemnity

To indemnify the Landlord and to keep the Landlord indemnified against all losses claims demands actions proceedings damages costs indirect consequential loss third party liability or expenses or other liability arising in any way from any breach or non-observance of the Tenant's covenants contained in this lease or any act omission or default of the Tenant or its agents servants invitees or licensees PROVIDED THAT nothing in this clause shall restrict or limit the Landlord's general obligation at law to mitigate a loss it may suffer or that as a result of an event may give rise to a claim under this indemnity.

3.8 To yield up

- (a) At the end of the Term however it ends quietly to yield up the Premises to the Landlord in a clean and tidy condition and (unless agreed otherwise by the Landlord and at their option acting reasonably) free of the Tenant's goods and chattels and signs (and for the avoidance of doubt the parking meters are goods to be removed and retained by the Tenant unless otherwise agreed with the Landlord) consistent with a full and due performance by the Tenant of the covenants contained in this lease and to make good all damage caused to the Premises by the Tenant's use and occupation of the Premises.
- (b) At any time within three months after the determination of the Term if all rent due under this Lease is paid up-to-date and if there is no unsatisfied material breach of any covenant on the part of the Tenant contained in this Lease the Tenant shall be free to enter upon the premises and demolish and remove any buildings structures alterations and services erected placed or laid in on through or for the benefit of the premises by the Tenant (including those provided pursuant to the rights and liberties granted as appurtenant to the demise of clause 2 hereof) PROVIDED THAT the Tenant makes good to the

reasonable satisfaction of the Landlord any damage caused to the Premises by such removal and leaves the Premises in as near as practicable the condition they were in before any buildings structures and services were erected placed and laid as aforesaid PROVIDED FURTHER THAT the Tenant shall not be required to remove any fencing, barriers and/or access gates erected pursuant to clause 3.4 of this Lease.

- (c) If the Tenant does not remove its alterations and services from the Premises within the three month period specified above such buildings structures and services shall become the property of the Landlord and the Landlord shall be free to deal with such buildings structures and services as it wishes and where the Landlord is required to carry out works to remove any unwanted items it shall be able to recover the cost of doing so from the Tenant and the Tenant hereby indemnifies the Landlord for any such costs.

3.9 Access

Without any liability to the Tenant the Landlord and all other persons authorised by the Landlord shall be permitted to enter upon the Premises with men and machines at any time for the purpose of carrying out a site investigation and any necessary works arising from such site investigation.

3.10 Notices

- (a) To give full particulars to the Landlord of any notice direction or order or proposal for the Premises made given or issued to the Tenant by any local or public authority within 5 working days of receipt and if so required by the Landlord to produce it to the Landlord without delay to take at the Landlord's cost (save where such notice direction order or proposal relates to the Tenant's occupation) all necessary steps to comply with the notice direction or order and at the request and cost of the Landlord to make or join with the Landlord in making such objection or representation against them in respect of any notice direction order or proposal as the Landlord shall reasonably deem expedient.
- (b) To permit upon reasonable notice at any time during the term prospective purchasers of or agents instructed in connection with the sale of the Landlord's reversion to view the Premises without interruption provided they are authorised in writing by the Landlord or its agents.

4 LANDLORD'S COVENANTS

Save for as set out in Clause 3.9 the Landlord covenants with the Tenant to permit the Tenant to hold and enjoy the Premises peaceably and quietly without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord.

5 RE-ENTRY

If:

- (a) the Rent or any other payment due under this lease is unpaid for 14 days after the due date whether formally demanded; or

- (b) any covenant by the Tenant is not performed or observed; or
- (c) the Tenant:
 - (i) enters into an arrangement or composition for the benefit of its creditors; or
 - (ii) is an individual who commits an act of bankruptcy or has an administration order made or proposed in respect of him or appears unable to pay his debts within the meaning of section 268 of the Insolvency Act 1986; or
 - (iii) is a corporate tenant or guarantor which has a winding up order made or proposed in respect of it (other than a members voluntary winding-up of a solvent company for the purposes of amalgamation or reconstruction with consent) or has a receiver administrator or an administrative receiver appointed of it or any of its assets or a petition is presented or an application is made for the same or is dissolved or struck off the register of companies or is a corporation incorporated outside the United Kingdom which is dissolved or ceases to exist under the law of its own country or state of incorporation or appears to be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

then the Landlord or any person authorised by the Landlord may at any time re-enter the Premises and upon such re-entry the Term shall end without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's covenants.

6 MISCELLANEOUS

- 6.1 Any statutory right of the Tenant to claim compensation from the Landlord whether on vacating the Premises or otherwise is excluded to the extent that the law allows.
- 6.2 The Landlord makes no representation either express or implied and gives no warranty that the Premises are fit for the purpose for which the Tenant or any person deriving title under the Tenant intends it to be used or for any other purpose or that the Premises may lawfully be used for the purpose.
- 6.3 Except to the extent that the Landlord may be liable under its covenants in this lease or by law despite an agreement to the contrary the Landlord is not responsible:
 - (a) to the Tenant or to anyone at the Premises with the Tenant's express or implied authority for any accident injury damage or loss; or
 - (b) for any accident injury damage or loss resulting or alleged to result from the negligence act or omission of any tenant employee officer or agent of the Landlord; or
 - (c) for the defective working stoppage breakage of or leakage or overflow from any pipes or other conduits at the Premises.

- 6.4 Section 62 of the Law of Property Act 1925 shall not apply to this lease and the Tenant is not and shall not become entitled to any easement or right quasi-easement or quasi-right.
- 6.5 This lease shall be governed by and construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts.
- 6.6 The obligations in this clause shall continue after this lease comes to an end.
- 6.7 Wherever this Lease provides that the Landlord and/or any other person is entitled to enter upon the Premises such right of entry shall only be exercised in accordance with the following conditions:
- (a) only enter if the purpose of such entry cannot be reasonably and economically achieved otherwise than by effecting such entry;
 - (b) except in case of emergency, give reasonable notice to the Tenant of its intention to exercise that right;
 - (c) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;
 - (d) cause as little damage as reasonably possible to the Premises and to any property belonging to the Tenant; and
 - (e) promptly make good (to the reasonable satisfaction of the Tenant) any damage caused to the Premises by reason of the Landlord exercising the right.

7 CHARITY

- 7.1 The Premises will as a result of this lease be held by Canal & River Trust, a non-exempt charity, and the restrictions on disposition imposed by Sections 117 to 121 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).
- 7.2 In accordance with section 194 of the Charities Act 2011 the Tenant states that it is a charity.

8 AGREEMENT ON ENVIRONMENTAL LIABILITIES

Notwithstanding any other provisions in this Lease, the Landlord and Tenant agree that:

- 8.1 Any liability under Environmental Law (including, without limitation, any liability under the Contaminated Land Regime) arising in respect of Hazardous Substances in, on, under or emanating from the Premises, on or before the date of this Lease, shall be the sole responsibility of the Landlord.
- 8.2 This clause 9 constitutes an agreement on liabilities under the Department for Environment, Food and Rural Affairs' statutory guidance on the Contaminated Land Regime.

8.3 If the Enforcing Authority serves a notice under the Contaminated Land Regime on either Party, either Party may produce a copy of this clause 9 to any Enforcing Authority or court for the purposes of determining liability under the Contaminated Land Regime, regardless of any confidentiality agreement that may exist between the Parties relating to this Lease or any of its provisions.

8.4 Neither Party shall challenge the application of the agreement on liabilities set out in this clause.

9 SERVICE OF NOTICES

9.1 Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) applies to all notices which are served under this lease.

9.2 Any notice or document shall also be sufficiently served on the day on which it is sent if it is sent by facsimile transmission to the party to be served or its solicitors on or before 4.00 pm on a working day.

9.3 If a notice or document is sent by facsimile transmission after 4.00 pm on a working day or on a day which is not a working day it shall be treated as having been given on the next working day and for this purpose a working day means any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory or Bank Holiday.

10 EXCLUSION OF SECURITY OF TENURE

10.1 The Landlord has served on the Tenant a notice dated *28 March* 2018 in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 in relation to the tenancy created by this lease.

10.2 The Tenant, or a person duly authorised by the Tenant, has made a statutory declaration dated *5 April* 2018 in a form complying with the requirements of Schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 in relation to the notice described in clause 10.1.

10.3 Where the declaration referred to in clause 10.2 was made by a person other than the Tenant, the Tenant confirms the declarant was duly authorised by the Tenant to make the declaration on the Tenant's behalf.

10.4 The Landlord and Tenant confirm that this lease is not entered into pursuant to any agreement for lease.

10.5 The Landlord and Tenant agree that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this lease.

11 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person, company or other legal entity that is not a party to this deed is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

IN WITNESS of which the parties have executed this deed on the date set out above.

THE SCHEDULE

Rights granted

1. The right (so far as the Landlord is capable of granting the same) to erect name plates or signs on the Access Road and subject to the Tenant being responsible for the repair and maintenance of it for the Tenant and all persons authorised by him or them (including members of the public) to pass and repass at all times by day or night, with or without motor vehicles to and from the Premises from and to the public highway over and along the Access Road for all purposes connected with the use and enjoyment of the Premises and for any other rights contained in this lease but not for any other purpose.
2. The right to connect to and use all Conduits from time to time serving the Premises and running through the Premises and install such Conduits reasonably required for the use and enjoyment of the Premises for the Permitted Use Provided that any such connections or new conduits are approved by the Landlord (such approval not to be unreasonably withheld or delayed).
3. The right to display on such parts of the Premises name plates or signs, in a position and of a size to be approved by the Landlord (such approval not to be unreasonably withheld or delayed) showing but not limited to the Tenant's name, safety signage and directional signage and any other details approved by the Landlord acting reasonably, such approval not to be unreasonably withheld or delayed.
4. The right to display on the Blue Land name plates or signs, in a position and of a size to be approved by the Landlord acting reasonably (such approval not to be unreasonably withheld or delayed) showing but not limited to promotional and visitor signage and any other details approved by the Landlord acting reasonably, such approval not to be unreasonably withheld or delayed.
5. The right to clean, repair, renew replace, maintain and (in respect of boundary fencing only) remove, the main vehicular access gate, the new pedestrian gate and any boundary fencing erected and/or installed during the Tenant's occupation (including for the avoidance of doubt the fencing erected pursuant to clause 3.4.3 of this lease) together with access rights to pass and repass over and along all parts of the Landlord's adjoining land at all times for the purpose of undertaking such works upon providing prior notice to the Landlord.
6. The right (where reasonably necessary) to pass and repass over and along all parts of the Landlord's adjoining land at all times for the purpose of undertaking the alterations set out at clause 3.4 of this lease and erecting signage as permitted by paragraph 3 and 4 of the Schedule Provided that the Tenant causes as little disturbance as reasonably possible and makes good any damage caused.
7. The right on foot or pedal bicycle only over the Pedestrian Access for the Tenant and visitors to the Premises PROVIDED THAT the Tenant contributes a fair, proper and reasonably proportion (along with other users) of the costs to the repair and maintenance of the Pedestrian Access and uses reasonably endeavours to ensure the Pedestrian Access is used in a safe and careful manner.

Appendix 1

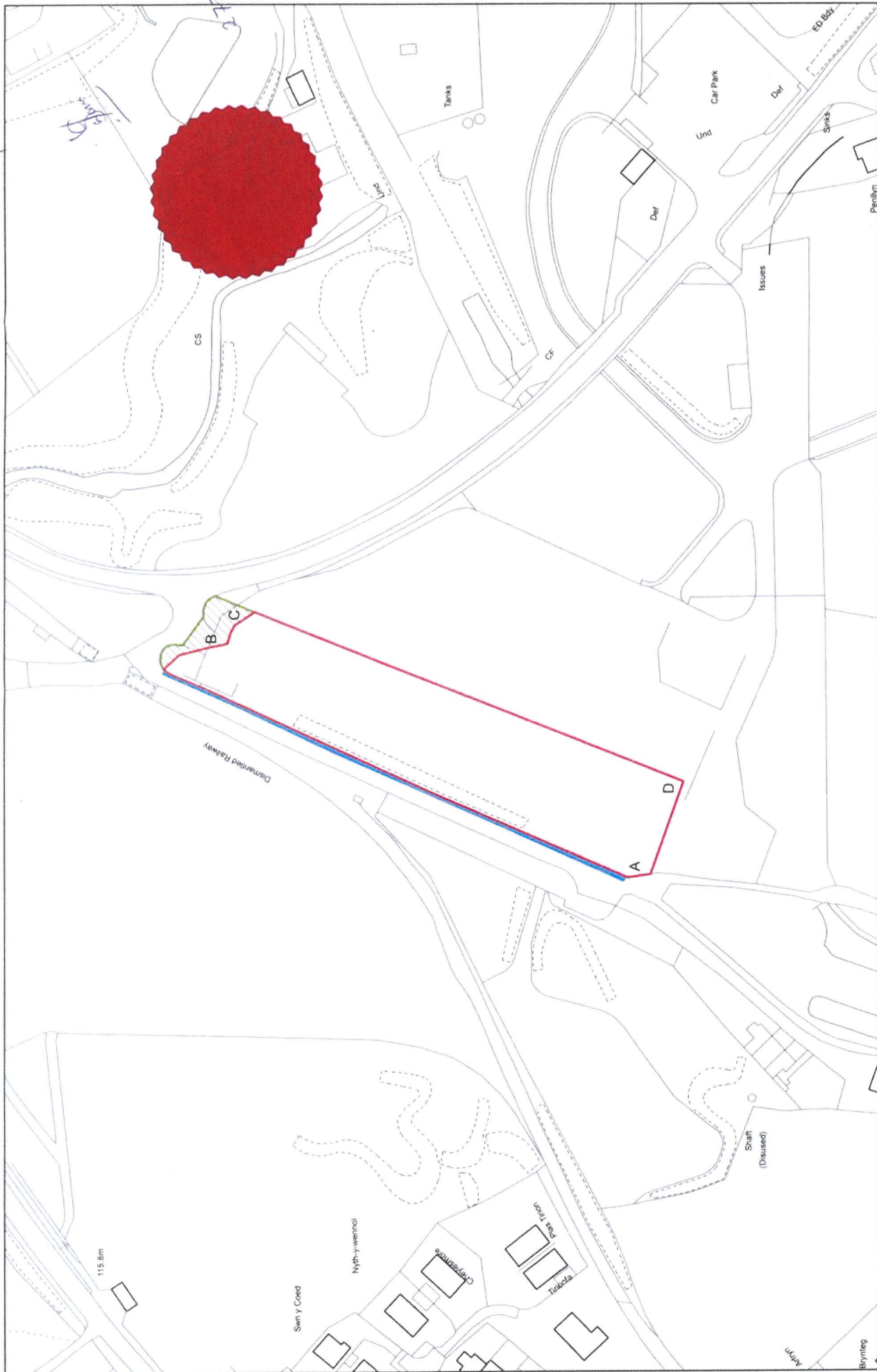
Plan 1 (Demise)

Plan 2 (Pedestrian Access)

Plan 3 (TRB-BWB-GEN-XX-DR-TR-001 Rev P4)

Plan 4 (2017/27/05 Rev V3)

PLAN 1



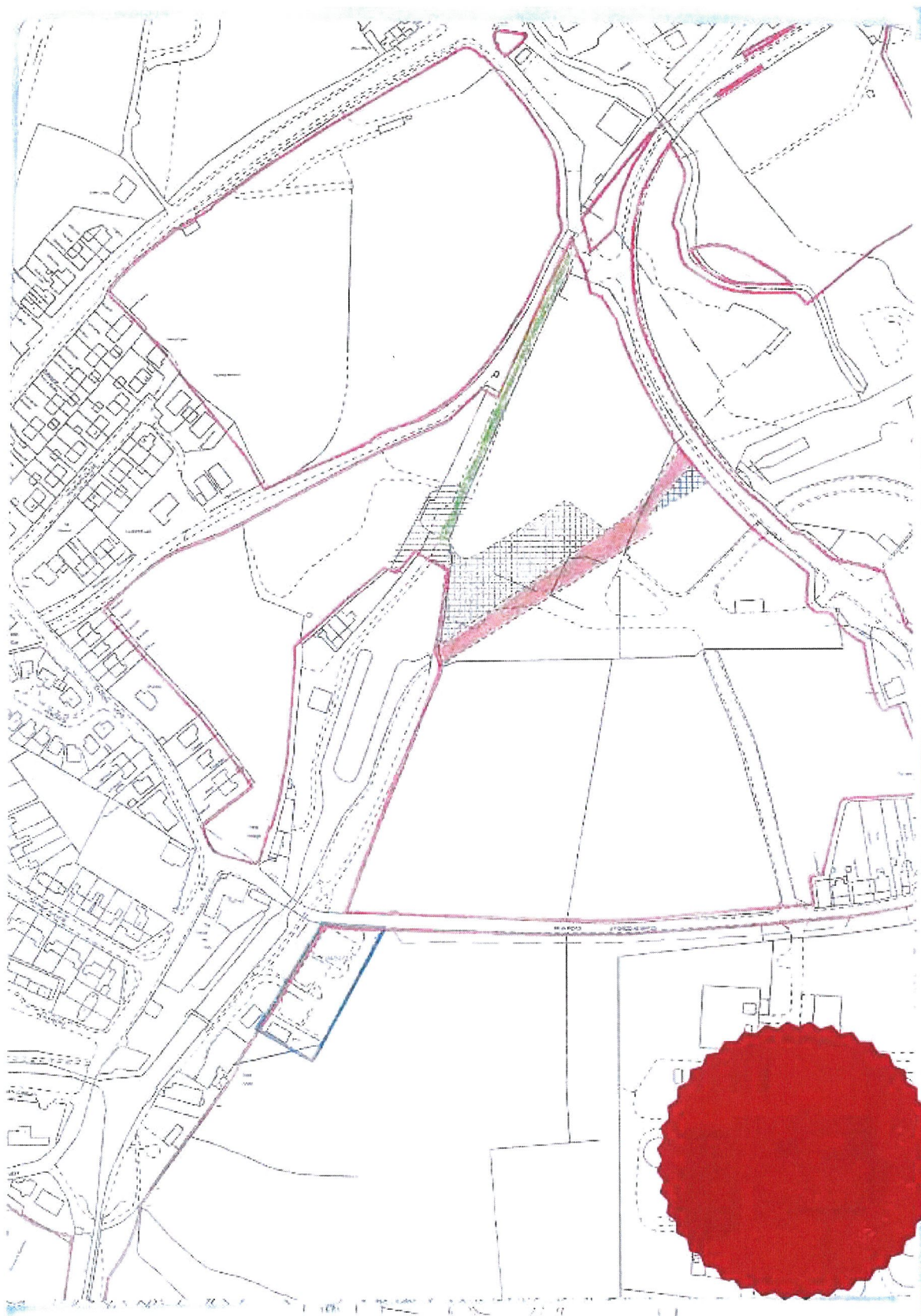
Produced By: nehephardson
Date: 2003/2018
Scale: 1:1,250
Page Size: A3

Trevor Park 6 Car Park Lease



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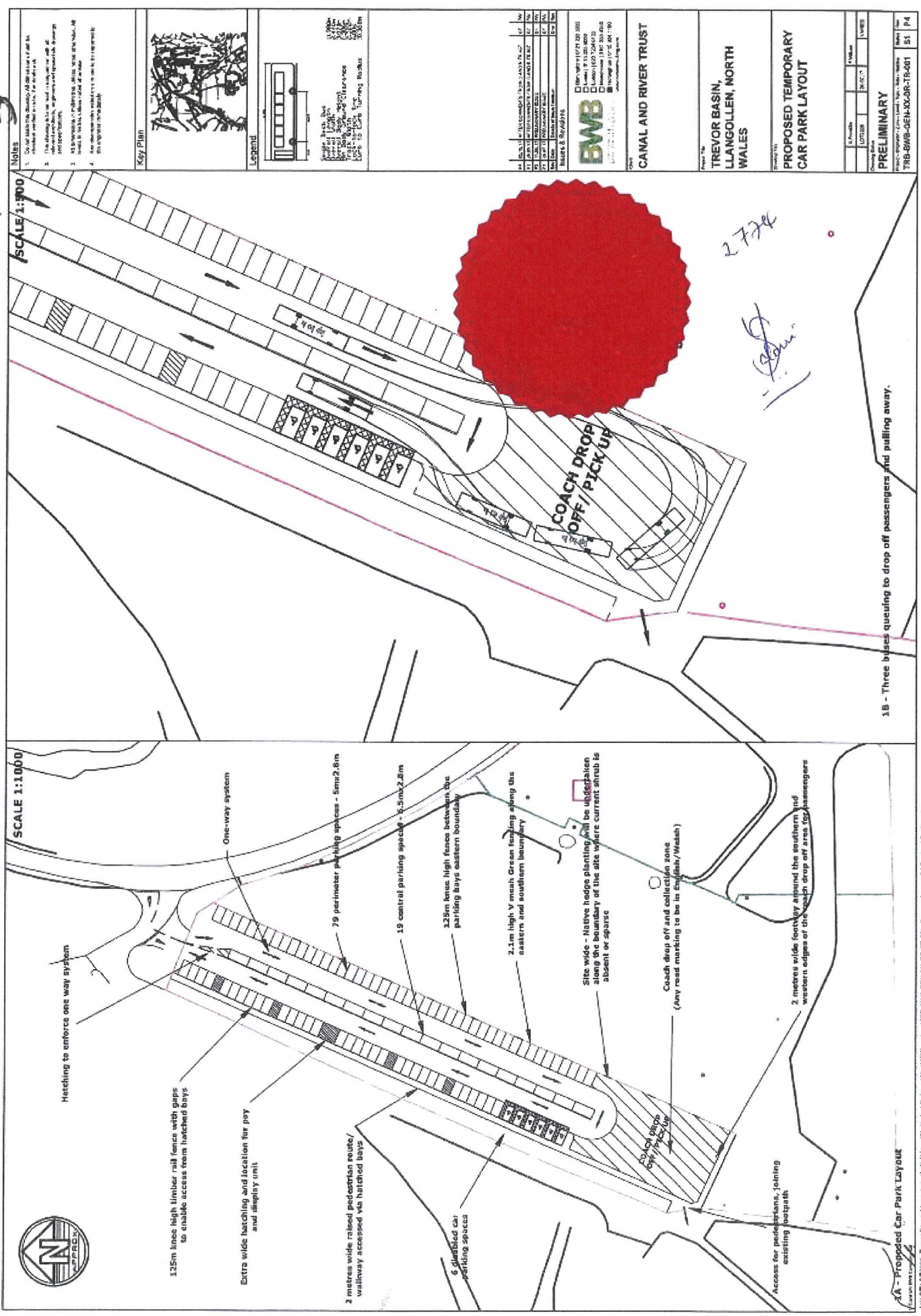
PHAN 2



Handwritten signature or initials

2774

PH: 2.



~~1B - Three buses queuing to drop off passengers and pulling away.~~

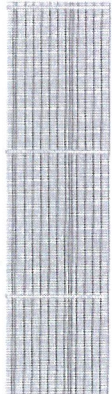
1A - Proposed Car Park Layout

L7-DT-CT-2226_Tower Base, Longoria, death Niquez, WIP Driveway/HB-4185-ZE-HX-01H-TI-01_Catrazis Legado P4 Railroad Redline.dwg

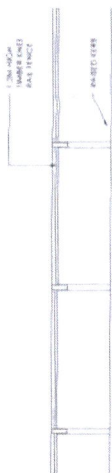
[illegible]

PLAN 4

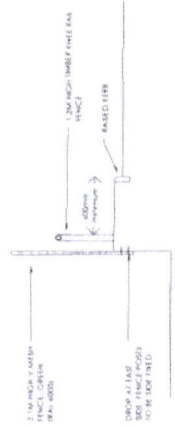
2.1m high x 1.8m wide
timber fence
18m x 4000



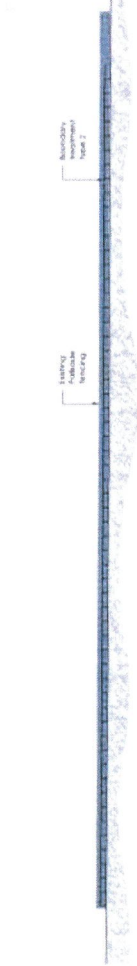
BOUNDARY TREATMENT TYPE 1
INDICATIVE ELEVATION
SCALE: 1:50 @ A1



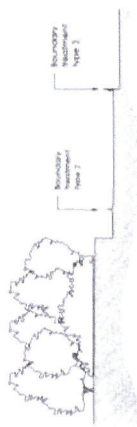
BOUNDARY TREATMENT TYPE 2
INDICATIVE ELEVATION
SCALE: 1:50 @ A1



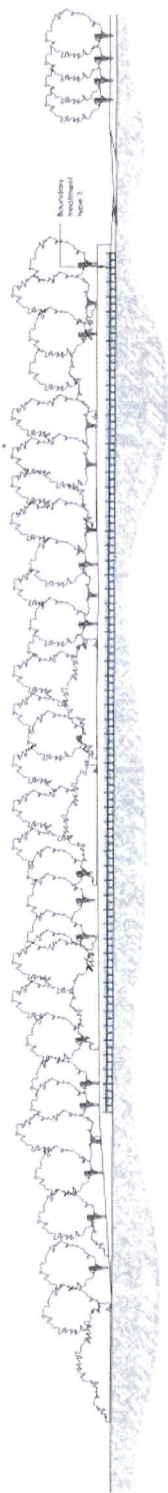
BOUNDARY TREATMENT TYPE 3
INDICATIVE SECTION
SCALE: 1:50 @ A1



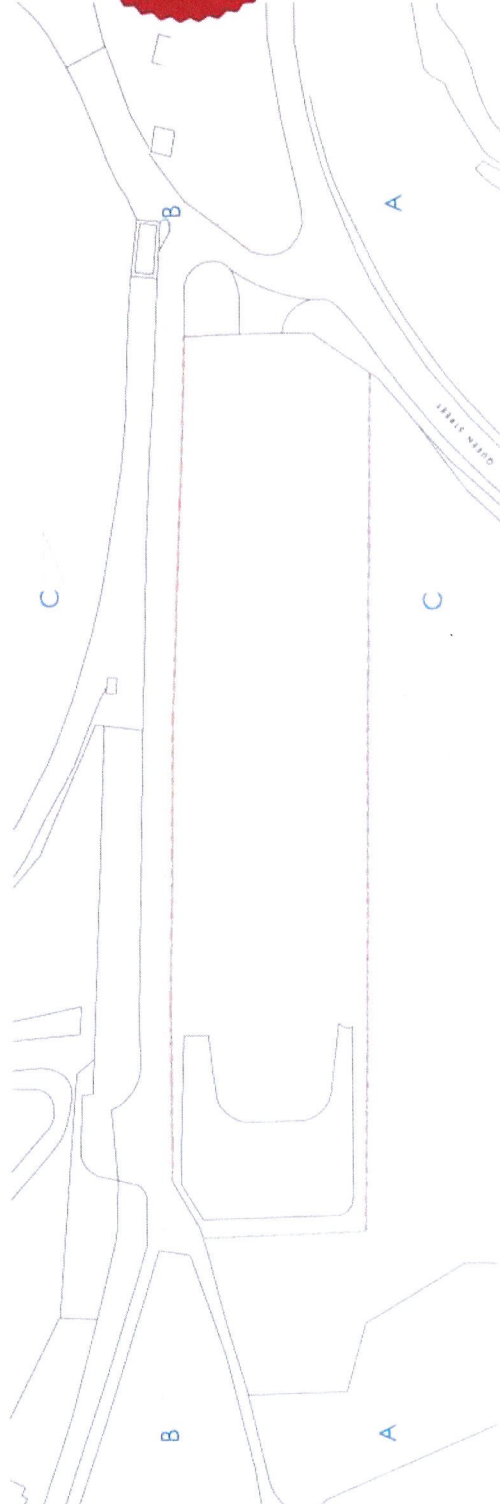
PROPOSED ELEVATION B-B
SCALE: 1:500 @ A1



PROPOSED ELEVATION C-C
SCALE: 1:500 @ A1



PROPOSED ELEVATION A-A
SCALE: 1:300 @ A1

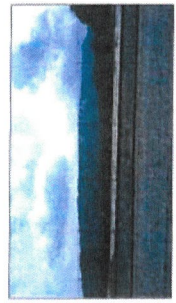


PROPOSED BOUNDARY TREATMENTS PLAN
SCALE: 1:500 @ A1

PLAN 1



TIMBER KNEE RAIL FENCE INDICATIVE EXAMPLE



V-MESH FENCE INDICATIVE EXAMPLE

REFERS TO THE ECOLOGICAL REPORT AND NOTE THE FOLLOWING RECOMMENDATION.

To improve the areas of scrub cleared from the body of the site and the areas of scrub cleared from the body of the site, the following recommendations are made. This will improve the connectivity of habitat around the site. It will also improve habitat quality by replacing native vegetation with native species. Planting will consist of the following species:

- Hawthorn 70%
- Blackberry 20%
- F-rod 10%
- F-rod 10%
- Native bushy shrub 5%

KEY

- BOUNDARY TREATMENT TYPE 1
- BOUNDARY TREATMENT TYPE 2
- BOUNDARY TREATMENT TYPE 3

1. These species are the most common native species in the area. They are also native to the area and will provide habitat for native species. They are also native to the area and will provide habitat for native species.

PLEASE NOTE

THIS DRAWING IS FOR PLANNING PURPOSES ONLY. IT IS NOT A CONTRACT DOCUMENT AND SHOULD BE CHECKED PRIOR TO ANY CONSTRUCTION SPECIFICATIONS OR WORK ON SITE.

Trevor Car Park Boundary Treatments Plan & Elevations

Revision/Issue	Issue Date
V1	24/07/2022

Scale	Overall Site
1:500	1:500 @ A1



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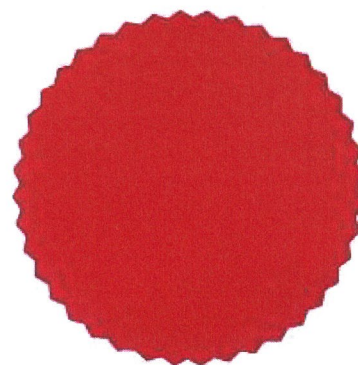
2774

EXECUTED as a deed by affixing the
COMMON SEAL of CANAL & RIVER
TRUST in the presence of:

)
)
)



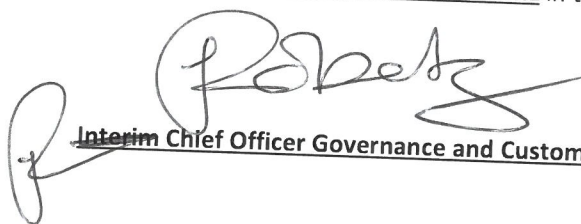
Authorised Signatory



EXECUTED as a DEED by affixing

THE COMMON SEAL of

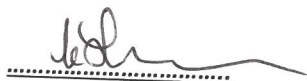
WREXHAM COUNTY BOROUGH COUNCIL in the presence of:-


Interim Chief Officer Governance and Customer



142/22(b)

Executed as a deed by affixing the Common Seal of Canal & River Trust in the presence of:


.....

Authorised Signatory.

BETH HAWTHORN



Signed by Solutia UK Limited


.....

Authorised Signatory.

PAULINE BROOKES

SOLUTIA UK LIMITED
CORPORATION ROAD
NEWPORT, SOUTH WALES
NP23 5SD