

Dated

18<sup>th</sup> October

2018

**WREXHAM COUNTY BOROUGH COUNCIL (1)**

and

**ATMORE DEVELOPMENTS LTD (2)**

and

**SVENSKA HANDELSBANKEN AB (PUBL) (3)**

**Agreement pursuant to Section 106 of the Town and  
Country Planning Act 1990 in respect of a contribution to  
education arising from residential development at Regent  
House, Regent Street, Wrexham in the County Borough of  
Wrexham**

Sioned Wyn Davies,  
Head of Corporate and Customer Services

Guildhall

Wrexham

LL11 1AY

Ref: 026410

DATE

18<sup>th</sup> October 2018

**PARTIES**

**Wrexham County Borough Council** of Guildhall, Wrexham, LL11 1AY ("Council")

**Atmore Developments Limited** (a company incorporated in England and Wales under Company Number 2381202) of St John's House, Two Queen Square, Liverpool L1 1RH (registered office) ("the Owner")

**Svenska Handelsbanken AB (PUBL)** (a company incorporated in Sweden) (an England and Wales Company under Company Number FC014392) care of 4M Building, Malaga Avenue, Manchester Airport, Manchester M90 3RR (registered office) ("the Mortgagee")

**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. The Owner is the owner of the Land in fee simple in possession subject to the legal charge next herein recited but otherwise free from financial incumbrances.
3. By a legal charge dated the 14<sup>th</sup> of December 2017 made between the Owner of the one part and the Mortgagee of the other part the Land was charged by way of legal mortgage to the Mortgagee
4. The Mortgagee has agreed to join this deed in the manner hereinafter appearing
5. By an application dated 2<sup>nd</sup> of December 2016 which has been allocated code number P/2016/1099 (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 Land.
6. 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.

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

THE Owner hereby covenants with the Council to perform the obligation (hereinafter called "the Obligation") set out in the Third Schedule hereto.

IT IS AGREED and declared as follows:-

the Obligation is a planning obligation for the purposes of Section 106 of the Act

the Obligation relates to the Land

the Obligation is enforceable by the Council as Local Planning Authority

the Council will issue the Planning Permission to the Owner on completion of this Deed

the expressions "the Council" "the Owner", "the Mortgagee", shall include their respective successors in title and assigns and if any successor in title to the Owner shall comprise more than one person or corporation all obligations contained herein on the part of the Owner shall be joint and several liability of such persons or corporations

no party hereto shall be liable for the breach of the Obligation after they shall have parted with all interest in the Land but this provision shall not affect any liability of such party in respect of any antecedent breach of the Obligation in existence at the time such party disposes of such interest

the Obligation shall take effect upon a date which shall be specified in a written notice served upon the Council by the party intending to carry out the Development as the date upon which the Development is to be commenced (such notice to be served not less than 7 days before such date)

if the party intending to carry out the Development fails to serve the notice referred to in (vii) above 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)

the Obligation is a local land charge and shall be registered as such

this Deed will not prevent the Council from exercising its statutory powers under any legislation

the Owner will pay to the Council on completion of this Deed the sum of One thousand Pounds (£1000) representing the Council's legal costs of and incidental to its preparation.

IF ANY SUM payable under the Obligation remains unspent or uncommitted for expenditure in whole or in part at any time after the tenth anniversary of the date of the payment thereof to the Council it shall (if required by the Owner) repay to the Owner the whole or such part of the said sum which has not been so expended or committed for expenditure together with any interest actually earned thereon by the Council (the Council being under no obligation to obtain the best interest rate available)

THE MORTGAGEE acknowledges that this Deed has been entered unto by the Owner with its consent and that the Land shall be bound by the Obligation and that the security of the Mortgagee over the Land shall take effect subject to this Deed provided that the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the land in which case it will be bound by the Obligation as if it were a person deriving title from the Owner.

IN WITNESS WHEREOF the Council and the Mortgagee have each executed this Deed as a deed by affixation of their respective common seals and the Owner acting by two of its directors or one of its directors and secretary has executed this Deed as a deed the day and year before first written

#### **FIRST SCHEDULE**

##### **("the Land")**

Regent House, Regent Street, Wrexham being the building registered at HM Land Registry at the date hereof in the name of the Owner with title absolute under Title Number WA592853 and shown edged red on the attached copy of the title plan thereof filed at HM Land Registry

## **SECOND SCHEDULE**

### **("the Development")**

Renewal of unexpired Planning Permission Code No P/2009/0833 for change of use from offices, commercial and retail to residential use with improvements to the external appearance

## **THIRD SCHEDULE**

### **("the Obligation")**

To pay to the Council by the instalments and on the dates specified in the Fourth Schedule hereto the sum payable to the Council as a contribution towards the provision of primary education facilities within the Rhosesni High School Catchment area pursuant to the Council's published local planning guidance No. 27 titled "Develop Contributions to Schools" (a copy whereof is annexed hereto) such sum to be calculated in accordance with Table 1 and the notes thereto on pages 2 and 3 of the said Local Planning Guidance Note No. 27 to be expended by the Council for the said purpose and in the manner set out in the said Local Planning Guidance Note No. 27

## **FOURTH SCHEDULE**

### **(payment schedule)**

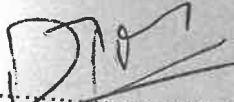
Within a period of 14 days from the first date upon which the number of dwellings created by the Development specified in column 1 below is occupied for residential purposes (and not as a sales office show apartment or for the purpose of fitting or security) the proportion of the total sum payable specified opposite that number in the second column below:-

| Number of dwellings occupied | Proportion of total sum payable |
|------------------------------|---------------------------------|
| 1                            | 25%                             |
| 25%                          | 25%                             |
| 50%                          | 25%                             |
| All                          | 25%                             |

**CERTIFICATE**

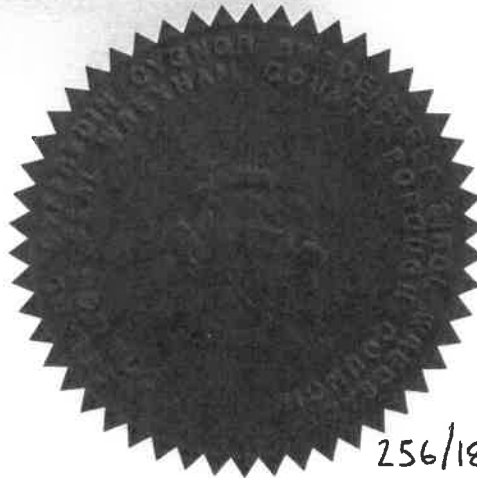
**CERTIFICATE**

As solicitors for the Owner (as defined in the within written deed) we hereby certify that Paragraph 2. thereof is correct

Signed.....  ..... Dated..... 10-9 - ..... 2018

Robert Harris a Solicitor  
of D.M. Legal

EXECUTED as a DEED by the affixation  
Of the COMMON SEAL of  
WREXHAM COUNTY BOROUGH COUNCIL  
In the presence of:-





Head of Corporate and Customer Services

256/18

EXECUTED as a DEED by  
ATMORE DEVELOPMENTS LIMITED

By ..... a director  
in the presence of



Signature of witness  
Name of witness  
Capacity of witness  
Address of witness

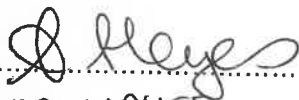


SHARON JAGAN

PROPERTY MANAGER

2 QUEEN SQUARE  
LIVERPOOL  
L1 1RH.

THE COMMON SEAL of SVENKSA HANDELSBANKEN AB (PUBL)  
was affixed in the presence of

Authorised Signature.....  
Printed Name.....ALEXIA HAYES

Witness Signature.....  
Printed Name.....  
Address .....  
Occupation.....

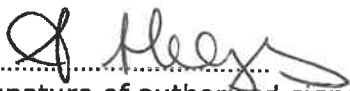
Executed as a deed by **SVENSKA HANDELSBANKEN AB (PUBL)**

a company incorporated in Sweden, acting by Alexia Hayes and Lynn Hibbert

who, in accordance with the laws of that territory, are acting under the authority of the company

Signature in the name of the company

**SVENSKA HANDELSBANKEN AB (PUBL)**

A handwritten signature in cursive script, appearing to read 'Alexia Hayes', written over a dotted line.

Signature of authorised signatory

A handwritten signature in cursive script, appearing to read 'Lynn Hibbert', written over a dotted line.

Signature of authorised signatory