

**Planning Obligation by Deed of Agreement
under Section 106 of the Town and Country
Planning Act 1990**

relating to Land at Wrexham Road, Holt,
Wrexham

Dated 11 March

2016

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

**JAMES MICHAEL TOMLINSON RICHARD JAMES TOMLINSON AND
JONATHAN FREDERICK TOMLINSON (2)**

and

HOLT COMMUNITY COUNCIL (3)

T Coxon
Head of Corporate and Customer Services
Guildhall
Wrexham
LL11 1AY
Ref:ND/10008123

DATE

2016

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of The Guildhall, Wrexham LL11 1AY ("the Council")
- (2) **JAMES MICHAEL TOMLINSON, RICHARD JAMES TOMLINSON AND JONATHAN FREDERICK TOMLINSON** of West End Farm, Holt, Wrexham and Laburnam Cottage, Parkside, Rossett, Wrexham ("the Owner")
- (3) **HOLT COMMUNITY COUNCIL** acting by **JEAN PRICE** (clerk) of 142 Borrass Road, Wrexham LL13 9ER and **GILLIAN JONES** (chair) of 19 Dee Park, Holt, Wrexham LL13 9YS ("the Community Council")

INTRODUCTION

- (1) The Council is the local planning authority for the purposes of this Deed and the Town & Country Planning Act 1990 (as amended) for the area within which the property described in the First Schedule hereto is situate and is the local planning authority by whom a planning obligation is enforceable
- (2) The Owner is the registered proprietor of the Land
- (3) In accordance with the Council's asset transfer policy The Community Council is the intended freehold owner of the Public Open Space and MUGA
- (3) The Owner has submitted the Application to the Council and the parties have agreed to enter into this deed in order to secure the planning obligations contained in this Deed.
- (4) The Council resolved on the 1st September 2014 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990
"Application"	the application for outline planning permission dated 22 nd October 2013 submitted to the Council for the

"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of Land clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of Land notices or advertisements and "Commence Development" shall be construed accordingly.
"Community Council Transfer"	means a transfer of the Public Open Space and MUGA to the Community Council
"Development"	the development of the Land consisting as set out in the Application
"Dwelling"	means any residential unit (including a house flat or maisonette) constructed on the Land pursuant to the Planning Permission
"Education Contribution"	means the sum determined in accordance with LPG27 in relation to the Development
"Index of Retail Prices"	All Items Index of Retail Prices issued by the Office for National Statistics or any successor government department or office
"Interest"	interest at 5 per cent above the base lending rate of the Barclays Bank Plc from time to time.
"Land"	the land subject to this Deed as shown edged red on the Plan A and more particularly described in the First Schedule.

"LPG10"	means the Council's Local Planning Guidance Note No. 10 "Public Open Space in New Housing Development" a copy of which is annexed to this Agreement at Annex 1
"LPG27"	means the Council's Local Planning Guidance Note No. 27 "Developer Contributions to Schools" a copy of which is annexed to this Agreement at Annex 2
"NHBC"	means the National Housebuilders Confederation
"MUGA"	means the multi-use games area shown coloured purple on Plan B in accordance with condition 12 of the Planning Permission
"MUGA Contribution"	means the sum of £22,500.00 (twenty two thousand five hundred pounds) (indexed in accordance with the provisions of this Deed) to be paid by the Owner to the Community Council and expended by the Community Council in accordance with the provisions of the Third Schedule
"MUGA Scheme"	means the scheme relating to the implementation of the MUGA submitted to and approved in writing by the Council pursuant to the Application and relevant Condition 12 of the Planning Permission
"Original s106 Agreement"	means the agreement dated 9 th December 2005 and made between Wrexham County Borough Council (1) James Michael Tomlinson Richard James Tomlinson and Jonathan Frederick Tomlinson trading together as F J Tomlinson and Son (2) and Holt Community Council (3)
"Plan A"	the Plan A attached to this Deed
"Plan B"	the Plan B attached to this Deed
"Planning Permission"	the full planning permission subject to conditions to be granted by the Council pursuant to the Application
"POS Scheme"	means the scheme relating to the implementation and management of the Public Open Space submitted to and

	approved in writing by the Council pursuant to the Application and relevant condition(s) of the Planning Permission
"Public Open Space"	means the area of the Land to be laid out as public open space on the Development the location of which is shown outlined red on Plan B.
"Public Open Space Contribution"	means the sum determined in accordance with LPG10 in relation to the Development to be paid by the Owner to the Community Council and expended by the Community Council in accordance with the provisions of the Third Schedule
"Practical Completion"	means the issue of a certificate of practical completion by the NHBC by way of the usual NHBC cover note

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and Community Council the successors to their respective statutory functions.

Plan A



own copyright. All rights reserved. 100023429. 2013

of Community Wellbeing & Development
ing Services
rd Street, Wrexham LL11 1LG
hone 01978 298994
ing@wrexham.gov.uk

Town & Country Planning Act 1990
Section 106 Obligation

09/09/2014
: 1:2500
heet: SJ4053

 **P/2013/0823**
Land at Wrexham Road
Holt, Wrexham


wrexham
COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL
wrecsam

Plan B

MASTER PLAN- WREXHAM ROAD, HOLT. (REV B)



1:1000 @ A3



MUGA



POS



FOOTPATH / CYCLE LINK



**border
designs**

Plan is subject to COPYRIGHT and should not be copied / reproduced, without prior permission from Border Designs.

TYNYPWLL, LLANDINAM. SY17 5BQ. 07843668304

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner and the Community Council.

4 CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development;

save for the provisions of Clauses 6.2, 9.1, 15 and 16 (commencement of development, legal costs, jurisdiction and delivery) fees and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5. RELEASE

- 5.1 If and only if Commencement of Development occurs in relation to the Planning Permission, and in consideration of the Owners covenants set out herein, the Council in its capacity as Local Planning Authority **HEREBY RELEASES** the Land from the Original S106 Agreement

6 THE OWNER'S COVENANTS

- 6.1 The Owner hereby covenants with the Council on behalf of itself and its successors in title to the Land to:
- 6.1.1 comply with the obligations relating to the Education Contribution set out in the Second Schedule to this Agreement
- 6.1.2 comply with the obligations relating to the Public Open Space and MUGA Contribution set out in the Third Schedule of this Agreement
- 6.2 The Owner shall serve on the Council a notice of Commencement of Development not less than two days before Commencement of Development.

7 THE COUNCIL'S COVENANTS

- 7.1 The Council covenants with the Owner as set out in the Fourth Schedule.

8 THE COMMUNITY COUNCIL'S COVENANTS

- 8.1 The Community Council covenants with the Owner as set out in the Fifth Schedule.

9 MISCELLANEOUS

- 9.1 The Owner shall pay the Council on completion of this deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £1,500.00 (one thousand five hundred pounds)
- 9.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 9.3 This Deed shall be registrable as a local land charge by the Council.
- 9.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Community Wellbeing and Development and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 9.5 Following execution of this Deed the Council shall forthwith effect the cancellation of all entries in the Register of the Local Land Charges in respect of the Original s106 Agreement
- 9.6 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.
- 9.7 Insofar as any clause or clauses of this Deed are 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.
- 9.8 This Deed shall cease to have effect (insofar only as it has not already been complied with) if:-
- 9.8.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure
- 9.8.2 the Planning Permission shall expire prior to the Commencement of Development; or
- 9.8.3 the Land is developed under a new planning permission (other than one issued under Section 73 of the Act for variation or discharge of a condition of the Planning Permission) granted after the Planning Permission by the Council or any other competent authority and there has been no Commencement of Development.
- 9.9 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 Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 9.10 This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.

- 9.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

10 WAIVER

No waiver (whether expressed or implied) by the Council, the Community Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council, the Community Council or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

11 CHANGE IN OWNERSHIP

The Owner agrees with the Council and the Community Council to give the Council and Community Council immediate written notice of any change in ownership of any of their interests in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan

12 INDEXATION

Any sum referred to in the Second and Third Schedules shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

13 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.

14 VAT

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

15 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

16 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

FIRST SCHEDULE

DESCRIPTION OF THE LAND

Part of that parcel of Land being the land at Wrexham Road, Holt, Wrexham which is registered at H M Land Registry in the names of the Owner with title absolute under title number WA731434 and shown edged in red on Plan A

SECOND SCHEDULE
EDUCATION CONTRIBUTION

1. On Commencement of Development to pay to the Council the Education Contribution towards the provision, improvement or extension of primary and secondary education facilities in accordance with LPG27
2. For the avoidance of doubt it is acknowledged that the obligation to pay the Education Contribution is not conditional upon receiving any demand, request, invoice, or other communication from the Council
3. In the event that the Education Contribution is paid later than 12 (twelve) months from the Commencement of Development it shall be increased by the same percentage as the percentage increase in the all items figure of the Index of Retail Prices published two months before the date of payment when compared with the all items figure at the said Index in existence at the date of this Deed until the date of actual payment
4. If the Education Contribution is not paid on the date due in accordance with this Schedule, the Owner shall pay interest thereon to the Council at a rate of 5% (five) per annum on a day to day basis from the date the payment is due to the date when such payment is made together with such sum as is equivalent to the costs reasonably and properly incurred by the Council in recovering such sums

THIRD SCHEDULE

PUBLIC OPEN SPACE, MUGA, PUBLIC OPEN SPACE CONTRIBUTION AND MUGA CONTRIBUTION AND TRANSFER

Public Open Space

1. To plant lay out and construct the Public Open Space in accordance with the POS Scheme the Planning Permission and this Deed
2. To comply with the POS Scheme and to maintain the Public Open Space in accordance with the POS Scheme the Planning Permission and this Deed
3. The Public Open Space to be landscaped in accordance with the POS Scheme and not to permit or allow any structures or other obstructions whatsoever to be erected within the Public Open Space or deposit any waste or alter ground levels or allow the igniting of fires within the Public Open Space
4. The Public Open Space not to be used for any purpose whatsoever other than as public open space for the benefit of the Development
5. Not to affix to any trees on the Land any items or structures likely to occasion damage to any such tree

MUGA

5. To lay out and construct the MUGA and provide play equipment thereon in accordance with the MUGA Scheme the Planning Permission and this Deed
6. To comply with the MUGA Scheme and maintain the MUGA in accordance with the MUGA Scheme the Planning Permission and this Deed

Transfer of Public Open Space and MUGA to the Community Council

7. Upon completion of the Public Open Space and MUGA the Owner to maintain the same for a period of one year from issue by the Council of a certificate confirming the Council is satisfied that the Public Open Space and MUGA have been laid out in accordance with the POS Scheme and the MUGA Scheme (such certificate not to be unreasonably withheld or delayed)
8. Not to allow more than 50% (fifty per cent) of the Dwellings to be occupied until the Community Council Transfer has been completed in a form including the provisions set out in this Deed

9. Upon the date of the Community Council Transfer the Owner shall pay the Public Open Space Contribution to the Community Council and the Community Council shall use the Public Open Space Contribution for the maintenance and repair of the Public Open Space.

Provisions for inclusion within the Community Council Transfer

10. To pay to the Community Council £1,500.00 (one thousand five hundred pounds) a year for a period of 15 (fifteen) years being the MUGA Contribution to be used for the future maintenance and repair of the MUGA, the first payment to be made upon the date of the Community Council Transfer and thereafter on the annual anniversary of that date
11. A consideration of £1.00 (one pound) shall be offered by the Owner to the Community Council and the Community Council shall accept that sum as consideration for the Public Open Space and MUGA
12. A covenant shall be entered into the Transfer by the Community Council that the Public Open Space and MUGA shall not be used other than for the public amenity (such covenant to bind each and every part of the Public Open Space and MUGA for the benefit of the Land)
13. A covenant shall be entered into the Transfer by the Community Council to maintain the Public Open Space and MUGA in a condition fit for such use (such covenant to bind each and every part of the Public Open Space and MUGA for the benefit of the Land)
14. An exception and reservation in favour of the Land shall be entered into the Transfer of rights and easements in respect of drainage and conducting media so far as the same shall be in existence on the date of the Community Council Transfer or required for the purposes of carrying out the Development together with rights of entry upon the Public Open Space and MUGA to lay inspect renew repair and replace said drains and conducting media subject to the proviso that such exceptions reservations and rights of entry shall not restrict prejudice or detrimentally affect the Public Open Space and MUGA and to make good to the satisfaction of the Community Council and damage caused in exercising said rights.
15. A right of way shall be reserved in the Transfer in favour of the Community Council with or without vehicles equipment and agents at all reasonable times and for all purposes relating to the maintenance, repair and enhancement of the Public Open Space and MUGA:
 - 15.1.1 over and along such part of the Land as is reasonably necessary, and
 - 15.1.2 over and along the estate roads within the Land
16. Upon completion to provide the Council with a certified copy of the Community Council Transfer

FOURTH SCHEDULE

COUNCIL'S COVENANTS

DISCHARGE OF OBLIGATIONS

- 1 The Council covenants with the Owner to use the Education Contribution received from the Owner under the terms of this Deed for the purpose specified in this Deed for which they are paid
2. The Council covenants with the Owner that it will repay the Owner such amount of any of the Education Contribution made by the Owner to the Council under this Deed which have not been expended in accordance with the provisions of this Deed within 10 (ten) years of the date of receipt by the Council of the final payment in accordance with the provisions of Second Schedule hereto together with Interest from the date of the payment to the date of refund.

FIFTH SCHEDULE

COMMUNITY COUNCIL'S COVENANTS

DISCHARGE OF OBLIGATIONS

1. The Community Council covenants with the Owner to use the Public Open Space Contribution and MUGA Contribution received from the Owner under the terms of this Deed for the purpose specified in this Deed for which they are paid
2. The Community Council covenants with the Owner that it will repay the Owner such amount of any of the Public Open Space Contribution and MUGA Contribution made by the Owner to the Community Council under this Deed which have not been expended in accordance with the provisions of this Deed within 5 (five) years of the date of receipt by the Community Council of the final payment in accordance with the provisions of the Third Schedule hereto.

Your ref : ND/10008123 T Coxon
Our ref : ACG/DJ/102746/0006
Date : 26th February 2016

Wrexham County Borough Council
Guildhall
Wrexham
LL11 1AY

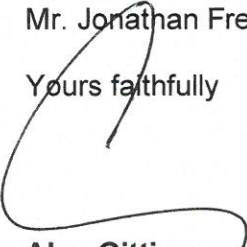
Dear Sirs

Wrexham Borough Council (1) Mr James Michael Tomlinson, Mr Richard James Tomlinson & Mr Jonathan Frederick Tomlinson (2) Holt Community Council (3) Proposed Section 106 Agreement relating to land at Wrexham Road Holt Wrexham

We refer to the above and we confirm that as Solicitors for Messrs. J.M., R.J. and J.F. Tomlinson we have completed the Certificate on page 14 of the proposed Section 106 Agreement on the basis of Land Registry Office Copies dated today (copy annexed) but we also confirm that the correct current addresses of Messrs. Tomlinson are as follows:-

Mr. James Michael Tomlinson Lodge Farm Commonwood Holt Wrexham LL13 9TE
Mr. Richard James Tomlinson Lower Park Farm Parkside Rossett Wrexham LL12 0BN
Mr. Jonathan Frederick Tomlinson Lodge Farm Commonwood Holt Wrexham LL13 9TE

Yours faithfully



Alan Gittins
for Lanyon Bowdler
T: 01691 663764
E: dawn.jones@lblaw.co.uk

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Mae'r copi swyddogol electronig o'r gofrestr yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.



Official copy
of register of
title
Copi
swyddogol o
gofrestr teitl

Title number / Rhif teitl
WA731434

Edition date / Dyddiad yr
argraffiad 22.02.2007

- This official copy shows the entries on the register of title on 26 FEB 2016 at 14:41:05.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 26 Feb 2016.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry, Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 26 CHWEFROR 2016 am 14:41:05.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 26 Chwefror 2016.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- Gweinyddir y teitl hwn gan Gofrestrfa Tir Swyddfa Cymru.

A: Property Register / Cofrestr Eiddo

This register describes the land and estate comprised in the title.

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

WREXHAM/WRECSAM

- 1 (20.10.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land Part of West End Farm & Cornish Meadow, Holt.
- 2 (20.10.1994) The mines and minerals together with ancillary powers of working are excepted.
- 3 (16.01.2004) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 4 (16.01.2004) The land tinted pink has the benefit of the rights reserved by a Transfer of the land edged and numbered CYM161516 in green on the title plan dated 24 October 2003 made between (1) James Michael Tomlinson, Richard James Tomlinson and Jonathan Frederick Tomlinson and (2) Rofft Development 2000 Limited.

NOTE: Copy filed under CYM161516.

Title number / Rhif teitl WA731434

B: Proprietorship Register / Cofrestr Perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

Title absolute/Teitl llwyr

- 1 (20.10.1994) PROPRIETOR: JAMES MICHAEL TOMLINSON of West End Farm, Holt, Wrexham, RICHARD JAMES TOMLINSON and JONATHAN FREDERICK TOMLINSON of Laburnam Cottage, Parkside, Rossett, Wrexham.
- 2 (20.10.1994) RESTRICTION: No disposition by a sole proprietor of the land (not being a trust corporation) under which capital money arises is to be registered except under an order of the registrar or of the Court.
- 3 (22.02.2007) RESTRICTION: No disposition of the part of the registered estate tinted pink on the title plan (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by Roderick Simon Sheard and Sarah Sheard of Maes Lewis, Overton-On-Dee, Wrexham LL13 0LE or by their Conveyancer that the provisions of clause 2.3 of a Deed dated 2007 made between (1) Michael James Tomlinson, Richard James Tomlinson and Jonathan Frederick Tomlinson and (2) Roderick Simon Sheard and Sarah Sheard have been complied with.

End of register / Diwedd y gofrestr

Your ref : ND/10008123 T Coxon
Our ref : ACG/DJ/102746/0006
Date : 9 November 2015

Wrexham County Borough Council
Guildhall
Wrexham
LL11 1AY

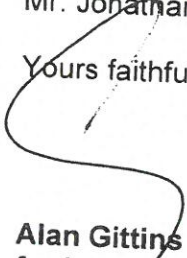
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Mr. Richard James Tomlinson Lower park Farm Parkside Rossett Wrexham LL12 0BN
Mr. Jonathan Frederick Tomlinson Lodge Farm Commonwood Holt Wrexham LL13 9TE

Yours faithfully


Alan Gittins
for Lanyon Bowdler
T: 01691 663761
E: dawn.jones@lblaw.co.uk

39 - 41 Church Street, Oswestry SY11 2SZ
T: 01691 652241 F: 01691 670074 DX: 26603 Oswestry W: www.lblaw.co.uk E: info@lblaw.co.uk

Offices at: Shrewsbury, Hereford, Ludlow, Oswestry and Telford.

Lanyon Bowdler is a trading name of Lanyon Bowdler LLP which is a limited liability partnership incorporated in England and Wales, registered number OC351948. It is authorised and regulated by the Solicitors Regulation Authority. Registered office: Chapter House North, Abbey Lawn, Abbey Foregate, Shrewsbury, SY2 5DE. A full list of the members of Lanyon Bowdler LLP is available for inspection at each office.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Mae'r copi swyddogol electronig o'r gofrestr yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.



Official copy
of register of
title
Copi
swyddogol o
gofrestr teitl

Title number / Rhif teitl

WA731434

Edition date / Dyddiad yr

argraffiad 22.02.2007

- This official copy shows the entries on the register of title on 09 NOV 2015 at 10:35:49.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 09 Nov 2015.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry, Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 09 TACHWEDD 2015 am 10:35:49.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 09 Tachwedd 2015.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
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- 1 (20.10.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land Part of West End Farm & Cornish Meadow, Holt.
- 2 (20.10.1994) The mines and minerals together with ancillary powers of working are excepted.
- 3 (16.01.2004) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 4 (16.01.2004) The land tinted pink has the benefit of the rights reserved by a Transfer of the land edged and numbered CYM161516 in green on the title plan dated 24 October 2003 made between (1) James Michael Tomlinson, Richard James Tomlinson and Jonathan Frederick Tomlinson and (2) Rofft Development 2000 Limited.

NOTE: Copy filed under CYM161516.

Title number / Rhif teitl WA731434

B: Proprietorship Register / Cofrestr Perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

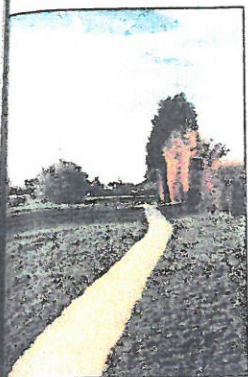
Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

Title absolute/Teitl llwyr

- 1 (20.10.1994) PROPRIETOR: JAMES MICHAEL TOMLINSON of West End Farm, Holt, Wrexham, RICHARD JAMES TOMLINSON and JONATHAN FREDERICK TOMLINSON of Laburnam Cottage, Parkside, Rossett, Wrexham.
- 2 (20.10.1994) RESTRICTION: No disposition by a sole proprietor of the land (not being a trust corporation) under which capital money arises is to be registered except under an order of the registrar or of the Court.
- 3 (22.02.2007) RESTRICTION: No disposition of the part of the registered estate tinted pink on the title plan (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by Roderick Simon Sheard and Sarah Sheard of Maes Lewis, Overton-On-Dee, Wrexham LL13 0LE or by their Conveyancer that the provisions of clause 2.3 of a Deed dated 2007 made between (1) Michael James Tomlinson, Richard James Tomlinson and Jonathan Frederick Tomlinson and (2) Roderick Simon Sheard and Sarah Sheard have been complied with.

End of register / Diwedd y gofrestr

Public Open Space in New Housing Development



10

Available in alternative formats

This is one of a series of local planning guidance notes amplifying development plan proposals in a clear format, with the objective of improving design standards. Public open space makes an important contribution to people's quality of life, providing opportunities for informal recreation and enhancing the visual appearance of an area. The proposal and guidelines which follow have therefore been prepared and adopted by the Council to foster a better standard of design and to clarify methods of financing future maintenance costs. By taking note of the advice contained in this leaflet it is hoped that developers will have a better understanding of public open space requirements and funding. These guidelines cannot cover all situations and applicants and agents are advised wherever the circumstances are unusual to discuss their proposals with a planning or landscape officer prior to the formal submission of an application.

The National Playing Field Standard

The National Playing Fields Association (NPFA) has proposed a standard of 6 acres (2.43 hectares) of public open space per 1000 population comprising:

- 4 acres (1.62 ha) of playing fields. These should be suitable for youth and adult use; facilities include pitches, bowling greens, tennis courts and athletics tracks.

- 1.5 acres (0.61 ha) of informal public open space, such as informal play space and landscaped amenity areas.
- 0.5 acres (0.20 ha) of children's equipped playground facilities.

Local Requirements

A recent survey of public open playing space in Wrexham County Borough revealed that there is a shortage of public open space (particularly playing fields and playgrounds) in the majority of communities when compared with the NPFA standard.

The local Planning Authority is therefore keen to ensure that:

- a) adequate public open space is provided within new housing developments.
- b) developers should enter into legal agreements in order that funding can be provided for the future maintenance of open spaces and play equipment.
- c) exceptionally, in suitable limited cases where new developments are in close proximity to existing council owned play and amenity provision, developers should enter into legal agreements in order that funding can be provided to enhance, upgrade, augment and maintain the existing facilities in lieu of providing provision on site.



In all cases public open space should:

- be well related to dwellings but not so as to cause nuisance to residents (e.g. kicking of balls against a dwelling). Furthermore, location, design, layout and lighting should seek to ensure peace of mind for users and to minimise creating opportunities for vandalism and crime;
- be designed and laid out for easy maintenance;
- be usable. The provision of small pieces of land resembling vacant building plots has little value either in recreational or visual terms and are often difficult to maintain. Of greater value is the provision of one structured and reasonably sized informal open space supplemented, where appropriate, by minor landscaped areas;
- incorporate existing public footpaths or rights of way or establish new public rights of way;
- incorporate and where possible enhance existing site features such as landforms, trees, hedgerows, vegetation, water features and wildlife habitats;
- except in exceptional circumstances, be contained within the site and designed as an integral part of the development. It is essential that the open space contributes to the character of the development and does not represent merely a grassed area tacked onto the development as an afterthought;
- in the case of children's play equipment, should be visible and well located, with safe pedestrian access, to ensure that small children can play in safety. Play equipment and surfaces should be designed and installed to the relevant safety standards, B.S.E.N.1176/1177; and
- be of an acceptable standard of design and layout to enable future maintenance by the Council.

Design Brief

In some instances, particularly where sites have been allocated in the development plan, it may be the case that the Planning Department has produced a design brief for the site indicating the type, contents, position, size etc of the open space required. In these cases it is vital that early discussions between the applicant and the Planning Department are undertaken. This may help to speed up the determination of applications which may otherwise be delayed should the proposals for public open space be deemed unsatisfactory. Irrespective of whether a design brief has been prepared, the Council will look favourably upon any imaginative and innovative schemes which are presented and which broadly satisfy the standards outlined above.

Standard of Provision

The following Council standards will assist in working towards a level of provision of public open space in new housing developments in line with the NPFA standards outlined above.

- Public open space should be provided in all new housing developments at a minimum level of 0.4 hectares per 50 dwellings, for all schemes of 10 dwellings or more.
- Provision should include an equipped children's play area(s), and/or informal open spaces, and, where the necessary open space requirements is 0.6 hectares or more, a playing field(s).

Off Site Provision and Funding

In suitable developments of more than 20 dwellings the local Planning Authority may agree that there is adequate equipped council owned play and amenity provision in close proximity to the proposed development, which could be used by the new residents rather than having provision supplied on site. If existing provision must be supplemented and easily accessible, not involving the crossing of main roads. In such cases the developer must enter into an agreement with the Council for the commuted sum referred to above. This money would then be used to upgrade, enhance, augment and maintain the existing provision.

Financing and Future Maintenance

Developers will be required to maintain the public open space provided on their sites for a period of twelve months from satisfactory completion, and as a condition to any approval, must enter into a legal 'commuted sums' agreement with the Council for the future maintenance of the site, for a ten year period. The current charge is £1000 per dwelling to cover maintenance costs for a ten year period which was set in August 2008.

Where developers would like to increase the number of dwellings at a later stage, the amount of public open space and commuted sum required will be increased accordingly. The commuted sum figure of £1000 per dwelling will be subject to an review, to ensure that it keeps pace with real current costs. It is likely that this figure will rise with the rate of inflation. The Planning Department should be contacted to see what the current figure is at the time of the planning application. Some developers prefer to make their own arrangements for the maintenance of open space. Typically, these involve the establishment of a company to carry out the maintenance work, and residents of the development become shareholders. Whereas there is no objection in principle to such arrangements, each case will be considered on its own merits and in particular provision for future maintenance must be demonstrated to the Council's satisfaction. Where such arrangements are approved an appropriate agreement with the Council will be required incorporating the arrangements which have been approved.



For further information contact:

Chief Planning Officer
Lambpit Street, Wrexham.
LL11 1AR

Telephone: (01978) 292013
Fax: (01978) 292502

www.wrexham.gov.uk

Adopted April 1993; revised July 1998, updated August 2008.

Developer Contributions to Schools

This is one of a series of local planning guidance notes designed to amplify policy GDP2 in the Wrexham Unitary Development Plan (UDP) and identifies the circumstances and locations in which developer contributions to the provision of education facilities, such as additional classrooms, will be necessary. The (UDP) was adopted by the Council in February 2005 and this note is a material consideration in the determination of all relevant planning policies.

Education Planning in Wrexham

For education planning purposes links between certain infant and junior schools and between junior/primary schools and secondary schools in groups throughout the County Borough are maintained. The Council's School Admissions Policy grants parental preference, unless to do so would prejudice the efficient and effective use of its resources. Over 96% of pupils are allocated places in accordance with their parents' first preference.

Background to this Guidance Note

Local authorities find themselves under increasing financial pressure to meet the educational needs arising from residential development. Cumulatively, even relatively small developments can have a significant financial impact on the provision of school places. Welsh Office Circular 13/97 'Planning Obligations' makes provision for developer contributions to offset the negative consequences of development provided there is guidance on this in the local development plan. The Wrexham UDP provides this guidance through Policy GDP2 on Capacity of Infrastructure & Community Facilities.

The rest of this note sets out further information on how this Policy will be applied.



*Available in
accessible formats*

Criteria

Any developer contribution will be based on the following considerations:

- It will only apply to proposed developments of four or more residential units, whether by new build, conversion or changes of use. Developments should not be deliberately sub-divided or phased in an attempt to avoid this threshold. Where the development has been split or phased, the resulting cumulative number of dwellings will be used to calculate the financial contribution.
- It will only apply to schools deemed to have a shortage of places taking into account other residential developments within the area and after addition of the extra pupils likely to be generated by the proposed development.
- The number and type of proposed residential units (large or small houses, bungalows or apartments). More detail is given in Table 1.
- The likely ratio of pupils per housing unit applicable to the appropriate school or schools at both primary and secondary level.
- The location of the development and likely impact on existing schools. This will be assessed using the same criteria as the Council's Schools Admissions Policy in relation to proximity and feeder schools. A map of school catchment areas is available from the Planning Department.

If the potential pupils generated by the proposed development cannot be accommodated within existing schools then a commuted payment will be calculated by multiplying the additional places required by the pupil cost figure (see Table 1) to produce the commuted sum to be included in the planning obligation. Contributions by way of a release of land for a new school or direct construction may be considered as

Table 1: Cost guidelines

School Type	No. of pupils generated by each 2-3 bed house	Building Cost Multiplier £	Contribution £
Primary 4 - 11 years	0.28	7000	1960
Secondary 11 - 16 years	0.20	10000	2000
Post 16	0.04	12000	480
Totals			
School with 6th Form	0.52		4440
School without 6th Form	0.48		3960

Notes

- Building cost multipliers are based on Department for Education guidelines, pupil allocations and average building cost assessment.
- 1 bedroom and accommodation for the elderly no charge. 2/3 bedrooms standard charge (shown above). 4 + bedrooms plus 20%.
- School Catchment Areas are secondary schools and their feeder primary schools plus current Council policy on pupil proximity to schools.
- School population assessments be reviewed annually.

Worked example for Johnstown Infants School catchment area

For the development of: -

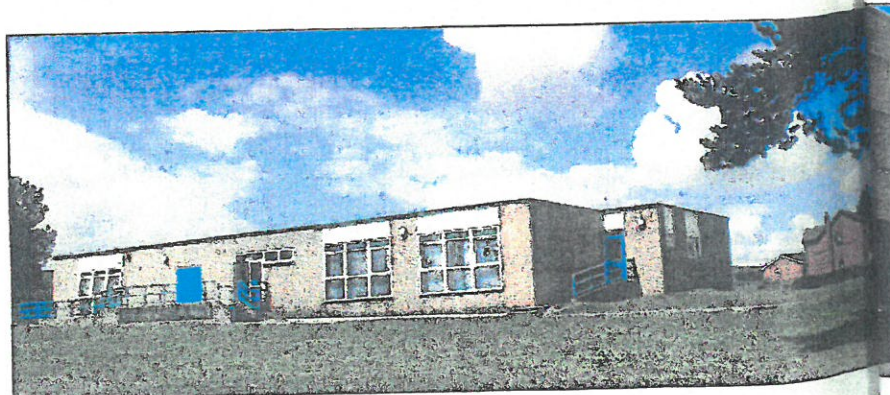
- 10 - 1 bedroom Units
- 10 - 2 bedroom Units
- 10 - 3 bedroom Units
- 10 - 4 bedroom Units

Charges at primary school level

10 - 1 bedroom	no charge
10 - 2 bedroom	standard charge
10 * £1960	= £19600
10 - 3 bedroom	standard charge
10 * £1960	= £19600
10 - 4 bedroom	standard charge
10 * £2352	= £23520

Charges at secondary school level

No shortage, no charge.



alternative to payment of a
estimated sum at the Council's
discretion.

Guidelines for contributions

built educational provision will
be completed to reflect the
estimated occupation of the homes.
Larger developments phased
development will be considered to fit
construction and occupation pro-
grammes.

Guidelines

Following guidelines are
designed to give prospective
developers an idea of the possible
contributions of their proposals:

Every 100 houses produces
around 28 primary age pupils
and around 20 secondary age
pupils.

For developments that generate
100 pupils and above
consideration will be given to a
new school on a new site
dependent on location and future
growth potential of the area and
the applicant will be expected to
contribute in proportion to the
number of school places the
development generates.

The Council will specify the
nature of the works or the area
in which the contribution will
be made, which may include a
completely new school.

Where a contribution is required,
a draft Section 106 Agreement
should accompany the planning
application. Wrexham County
Borough Council's Section 106
templates are available on
request from the Planning
Department.

Schools where contributions are likely to be required

The list below shows schools
where contributions are likely to be
required. At all other schools there
is likely to be some spare capacity
to accommodate some
development. This is not a
definitive list, but a guide to
developers.

Secondary schools

Bryn Alyn, Gwersyllt	(11 to 16 years)
Maelor, Penley	(11 to 18 years)
Darland, Rossett	(11 to 18 years)

Primary schools

Gwersyllt - Bryn Alyn School Catchment

Brymbo Aided, St Mary's
Brynteg C.P.
Gwersyllt C.P.
New Broughton C.P., Ysgol
Penrhyn
Pentre Broughton C.P.
Tanyfron C.P.

Llangollen - Dinas Bran (Denbighshire) School Catchment

No schools

Penley - Maelor School Catchment

Hanmer
Penley Madras
Marchwiell C.P.

Rhosllanerchrugog - Y Grango School Catchment

Johnstown Infants
Johnstown Junior
Penycae C.P.

Rossett - Darland School Catchment

Gresford
Marford C.P.

Ruabon - Rhiwabon (11 to 18 years) School Catchment

Acrefair C.P.
Ruabon Maes y Llan C.P.
Ruabon St. Mary's

Wrexham - Clywedog School Catchment

Bwlchgwyn C.P.
Marchwiell C.P.
Rhostyllen C.P.
Victoria C.P.
St Giles

Wrexham - St. Joseph's School Catchment

St. Mary's

Wrexham - Rhosnesni School Catchment

Acton Park C.P.
Alexandra C.P.
Barkers Lane C.P.
Borras Park
Rhosddu C.P.

Wrexham - Morgan Llwyd (11 to 18 years) School Catchment

Wrexham Plas Coch C.P.



Wrexham County Borough - School Location

SECONDARY SCHOOLS

- 1 Darland High School
- 2 Bryn Alyn High School
- 3 Rhosnesni High School
- 4 Ysgol Morgan Llwyd
- 5 St Joseph's RC High School
- 6 Ysgol Clywedog
- 7 Ysgol y Grango
- 8 Ysgol Rhiwabon
- 9 Ysgol Maelor

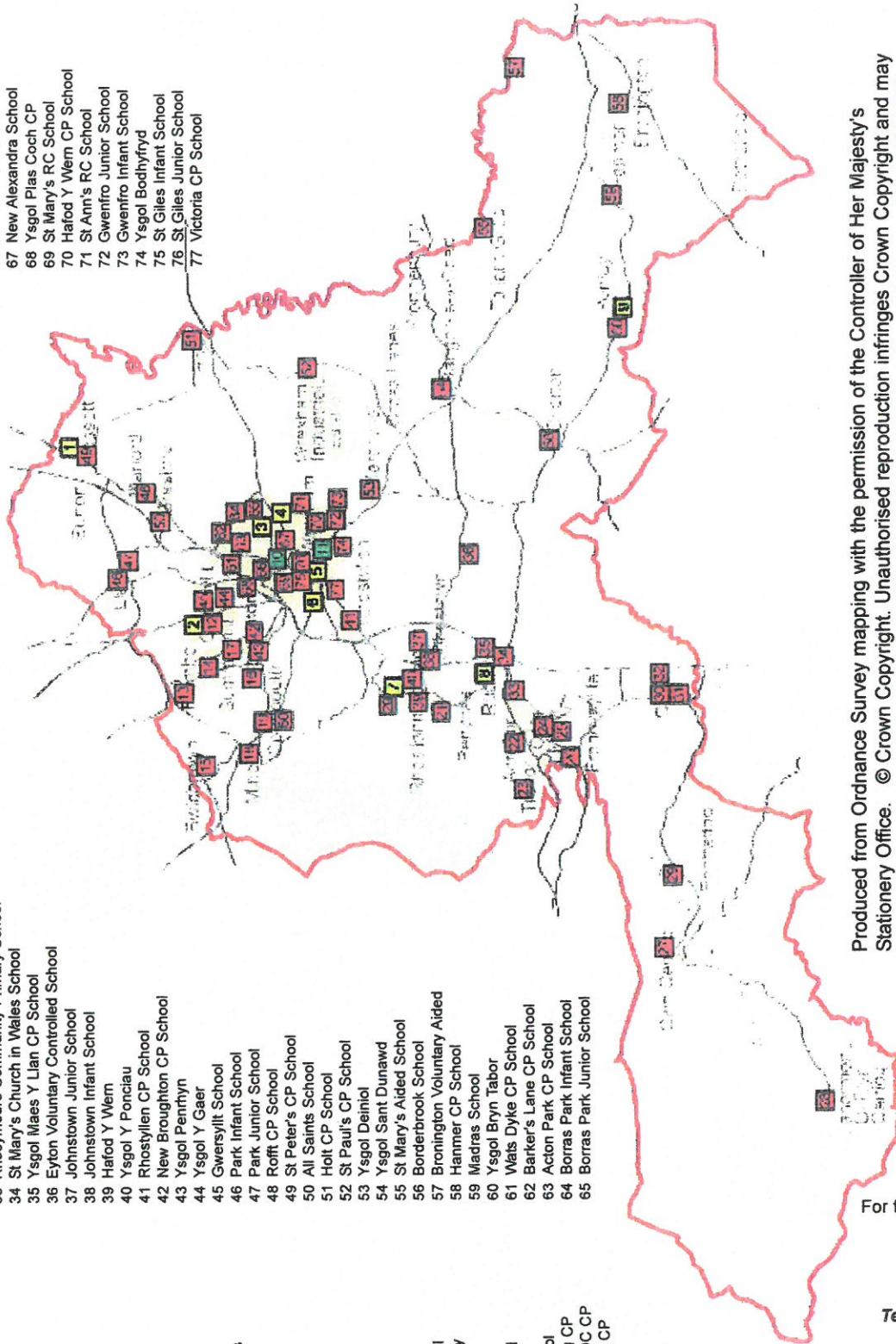
OTHER SCHOOLS

- 10 Groves
- 11 St Christophers/Ysgol Powys

PRIMARY SCHOOLS

- 12 Ysgol Heulan
- 13 Brymbo Aided School
- 14 Black Lane CP School
- 15 Bwlchgwyn CP School
- 16 Brynleg CP School
- 17 Tanyfron CP School
- 18 Minera Voluntary Aided
- 19 Penygelili CP School
- 20 Ysgol I D Hooson CP School
- 21 Penycae Community Primary
- 22 Acrefair CP School
- 23 Garth CP School
- 24 Ysgol Min Y Ddol CP School
- 25 Cefn Mawr CP School
- 26 Ysgol Francysyllte CP School
- 27 Ysgol Cynnddelw, Glynceiriog CP
- 28 Ysgol Gynradd Llanarmon DC CP
- 29 Ysgol Pontfadog, Llangollen CP
- 30 Chirk Infant School
- 31 Ceiriog Junior School
- 32 Pentre Voluntary Controlled

- 66 Rhosddu CP School
- 67 New Alexandra School
- 68 Ysgol Plas Coch CP
- 69 St Mary's RC School
- 70 Hafod Y Wern CP School
- 71 St Ann's RC School
- 72 Gwentfro Junior School
- 73 Gwentfro Infant School
- 74 Ysgol Boddyfryd
- 75 St Giles Infant School
- 76 St Giles Junior School
- 77 Victoria CP School



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For further information contact:

Planning Section
Lampbit Street,
Wrexham, LL11 1AR
Telephone: (01978) 292013
Fax: (01978) 292502

Asset Management Section
Management Office
Crown Buildings, Chester Street,
Wrexham, LL13 8BG
Telephone: (01978) 297201
Fax: (01978) 292501
www.wrexham.gov.uk
Adopted March 200-
Revised November 2010

CERTIFICATE

Lanyon Brown Solicitors as solicitors for the Owner (as defined in the within written Deed)
hereby certify that the First Schedule of this Agreement is correct. *as at the date of*
this certificate

Signed

Dated 26. 2. 2016

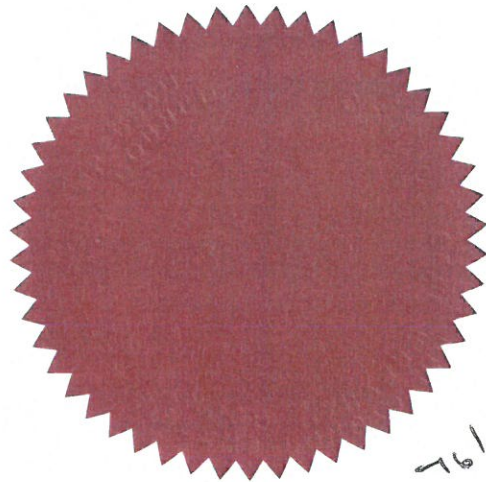
EXECUTED as a DEED on the date specified at the commencement of this Agreement

EXECUTED AS A DEED by affixing
the Common Seal of

WREXHAM COUNTY BOROUGH COUNCIL

in the presence of:

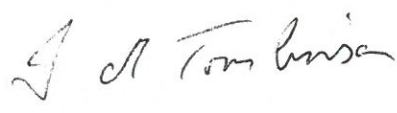

Head of Corporate and Customer Services



16/10

EXECUTED AS A DEED by

JAMES MICHAEL TOMLINSON



in the presence of:

Witness's signature.....



Witness's name.....

DENISE NICHOLLS

Address.....

LANGSIDE PARK LANE GRESFORD WREXHAM LL12 8HB

Occupation.....

BUSINESS MANAGER

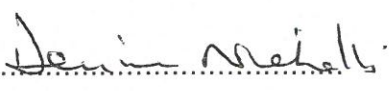
EXECUTED AS A DEED by

RICHARD JAMES TOMLINSON



in the presence of:

Witness's signature.....



Witness's name.....

DENISE NICHOLLS

Address.....

LANGSIDE PARK LANE GRESFORD WREXHAM LL12 8HB

Occupation.....

BUSINESS MANAGER

EXECUTED AS A DEED by

JONATHAN FREDERICK TOMLINSON



in the presence of:

Witness's signature.....*Denise Nicholls*
Witness's name.....DENISE NICHOLLS
Address.....LANGSIDE PANT LANE CRESSFORD WREXHAM LL12 84B
Occupation.....BUSINESS MANAGER

EXECUTED AS A DEED by

PIERCE
JEAN PRICE of Holt Community Council

in the presence of:

J. Pierce

Witness's signature.....*[Signature]*
Witness's name.....Ian M. Edwards Solicitor
Address.....Allington Hughes Law
10 Grosvenor Road
Wrexham. LL11 1SD
Occupation.....DX 26651
Tel: 01978 291000 Fax: 01978 290493
www.allingtonhughes.co.uk

EXECUTED AS A DEED by

GILLIAN JONES of Holt Community Council

in the presence of:

G. Jones

Witness's signature.....*[Signature]*
Witness's name.....Ian M. Edwards Solicitor
Address.....Allington Hughes Law
10 Grosvenor Road
Wrexham. LL11 1SD
Occupation.....DX 26651
Tel: 01978 291000 Fax: 01978 290493
www.allingtonhughes.co.uk