

Land North of Tyddyn Dedwydd
Bodhyfryd
Esclusham

C/P.

DATED

30 NOVEMBER

2009

WREXHAM COUNTY BOROUGH COUNCIL (1)

MR T PUGH (2)

and

BARCLAYS BANK PLC (3)

AGREEMENT

pursuant to Section 106 of the
Town and Country Planning Act 1990
in respect of agricultural occupancy and other matters relating to
land at Tyddyn Dedwydd, Frondeg, Rhostyllen
in the County Borough of Wrexham

Trevor Coxon
Chief Legal and Democratic Services Officer
Wrexham County Borough Council
Guildhall
Wrexham
LL11 1AY

Ref: LP/CLJ/10001449

THIS DEED is made the 30 day of NOVEMBER 2009

BETWEEN WREXHAM COUNTY BOROUGH COUNCIL of Guildhall Wrexham LL11 1AY (hereinafter called "the Council") of the first part **TREVOR PUGH** of Fferm Odyn Galch Frondeg Rhostyllen Wrexham LL14 4ND (hereinafter called "the Owner") of the second part **BARCLAYS BANK PLC** (Co. Regn. No. 1026167) whose office for the purpose of this deed is at Barclays Loan Servicing Centre P O Box 299 Birmingham B1 3PF (hereinafter called "the Mortgagee") of the third part

WHEREAS

- (1) The Council is the local planning authority within the meaning of the Town and Country Planning Act 1990 (hereinafter called "the Act") for the area in which the land described in the First Schedule hereto (hereinafter called "the Land") is situate and by whom the obligations contained in this Deed are enforceable.
- (2) The Owner is the owner of the Land in fee simple in possession subject to the legal charge next herein mentioned but otherwise free from financial incumbrances
- (3) By a legal charge dated 16 June 2000 and 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 in this deed in the manner hereinafter appearing.
- (5) By an application dated 18 March 2009 which has been allocated code number P/2008/0253 (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 (vi) Tl
subject to conditions (hereinafter called "the Planning Permission") in accordance p:
with the Application subject to the execution of this Deed without which planning s:
permission for the Development would not have been granted b
d

NOW THIS DEED which is made in pursuance of Section 106 of the Town and (vii) l:
Country Planning Act 1990 and all other relevant statutory provisions thereby r
enabling **WITNESSETH** as follows:- (

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

2 **THE** Mortgagee hereby consents to the entry into the Obligation by the Owner (ix)
and declares that its rights and interests in the Land as mortgagee shall hereforth
take effect subject to the Obligation. (x)

3 **IT** is hereby agreed and declared as follows:-

(i) The Obligation is a planning obligation for the purposes of Section 106 of the Act (xi)

(ii) The Obligation relates to the Land

(iii) The Obligation is enforceable by the Council as local planning authority

(iv) The Council will issue the Planning Permission to the applicant who made the Application on completion of this Deed

(v) The expressions "the Council" "the Mortgagee" and "the Owner" shall include affixa
their respective successors in title and assigns Deec

first l

- development
by order
of the
Planning
Committee
and
hereby
the
Obligation
Owner
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clude
- (vi) The Obligation shall take effect upon a date which shall be specified by the party intending to implement the Planning Permission in a written notice served upon the Council as being the date upon which the Development is to be commenced (such notice to be served not less than 7 days before such date)
 - (vii) If the party intending to implement the Planning Permission fails to serve the notice referred to in (vi) 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)
 - (viii) The Obligation is a local land charge and shall be registered as such
 - (ix) This Deed will not prevent the Council from exercising its statutory powers under any legislation
 - (x) The Owner will pay to the Council on the date hereof the sum of Seven Hundred and Fifty Pounds (£750.00) representing the Council's legal costs of the preparation of this Deed
 - (xi) If any successor in title to any party to this Deed consists of more than one person or corporation the persons or corporations comprising such successor in title shall each be jointly and severally liable pursuant to this Deed.

IN WITNESS WHEREOF the Council has executed this Deed as a deed by the affixation of its Common Seal the Mortgagee acting by its attorney has executed this Deed as a deed and the Owner has executed this Deed as a deed the day and year first before written

FIRST SCHEDULE

("The Land")

Land at Tyddyn Dedwydd Frondeg Rhostyllen in the County Borough of Wrexham being the land registered in the name of the Owner at the date hereof with title absolute at H M Land Registry under Title Number WA973425

SECOND SCHEDULE

("The Development")

"Erection of agricultural workers dwelling"

THIRD SCHEDULE

("The Obligation")

- (a) The occupation of the dwelling forming the Development shall be limited to a person or persons solely or mainly employed or last employed in the locality in agriculture (as defined in Section 336 of the Town and Country Planning Act 1990), or in forestry, or a widow or widower or such person, and to any resident dependants of such person or persons
- (b) The dwelling forming the Development shall not be the subject of a disposal whether by way of a conveyance of the freehold or the grant of a lease or otherwise separately from the remainder of the Land so that any such disposal shall only be by way of a transaction including the whole of the Land

EXECUTED as a DEED

by the affixation of the Common Seal of

WREXHAM COUNTY BOROUGH COUNCIL

in the presence of:



327/01

Chief Legal and Democratic Services Officer

EXECUTED as a DEED

by

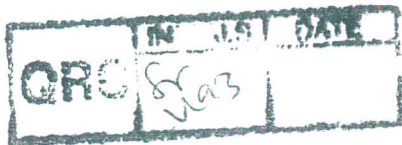
as the attorney of and on behalf of

BARCLAYS BANK PLC

in the presence of:-

Neil Temple

Neil Roul



EXECUTED as a DEED

by TREVOR PUGH

in the presence of

T. PUGH

Gary L. Harker
Solicitor
Wrexham

CERTIFICATE

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

Signed Barry L. Macloskey Dated: 5th Nov 2009

Barry Macloskey
Thornton Grange
Chester Road
Gresford
Wrexham
LL12 8NU

Land Registry
Official copy of
title plan

Title number **WA973425**
Ordnance Survey map reference **SJ2749SE**
Scale **1:2500**
Administrative area **Wrexham / Wrexham**

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