

DATED

12TH MARCH

2014

WREXHAM COUNTY BOROUGH COUNCIL (1)

- and -

BRYN PROPERTY COMPANY LTD (2)

A G R E E M E N T

Pursuant to Section 106A(i)(a) of the Town and Country Planning Act 1990
arising from planning permission for development at Penybryn/Tenters Square,
Wrexham in the County Borough of Wrexham

Trevor Coxon
Head of Corporate & Customer Services
Wrexham County Borough Council
Guildhall
Wrexham
LL11 1AY

Ref. LP/CLJ/10006746

THIS DEED is made the 12TH day of MARCH Two thousand and fourteen **B E T W E E N WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall Wrexham LL11 1AY (hereinafter called "the Council") of the one part and **BRYN PROPERTY COMPANY LIMITED** (Co. Regn. No. 00975694) whose registered office is situate at Bryn, Old Road, Minera, Wrexham, LL11 3YS (hereinafter called "the Developer") of the other 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 (hereinafter defined) is situate and by whom the Obligation (hereinafter defined) is enforceable.
- (2) The Developer is the owner of the Land in fee simple in possession free from pecuniary incumbrances.
- (3) By an application received by the Council on 27 June 2013 which has been allocated code number P/2013/0443 (hereinafter called "the Amending Application") application has been made to the Council for an amendment (specified in the Schedule hereto) to the development permitted by the planning permission issued by the Council under code P/2007/1243.
- (4) The Council has decided to grant the Amending Application subject to conditions (hereinafter called "the Amending Permission") subject to the execution of this Deed without which the Amending Application would not have been granted.
- (5) The Developer is the successor in title to Pen-y-Bryn House Limited (hereinafter called "the Previous Owner") the party described as "the Owner" in the Principal Deed (hereinafter defined).

NOW THIS DEED which is made in pursuance of Section 106A(i)(a) of the Act
WITNESSETH as follows:-

1 In this Deed the following expressions shall have the following meanings:-

“the Principal Deed” means a deed dated 3 July 2008 made between the Council of the first part the Previous Owner of the second part and Davenham Trust Plc (then a mortgagee of the Land) of the third part whereby the Previous Owner entered into certain obligations pursuant to Section 106 of the Act in connection with residential and commercial development of and on the Land

“the Land” means the land described in the First Schedule to the Principal Deed the same being at the date hereof registered at H.M. Land Registry in the name of the Developer with title absolute under title numbers CYM275343 and CYM360825

“the Development” means the development specified in the Second Schedule to the Principal Deed as amended by the Amending Permission

“the Obligation” means the obligation set out in the Fourth Schedule to the Principal Deed as corrected by virtue of clause 6 hereof

2 The Council and the Developer hereby agree and declare and the Developer (where appropriate) hereby covenants with the Council that:-

2.1 Insofar as the Development shall be carried out pursuant to the Amending Permission the Obligation shall be performed as if it had been contained and

set out herein and as if all other provisions of the Principal Deed (excepting any which are inconsistent herewith) had likewise been repeated and set out herein.

2.2 Insofar as the Development shall be carried out pursuant to the planning permission whereof a draft is annexed to the Principal Deed as the Third Schedule thereof (the planning permission pursuant to application code P/2007/1243 as referred to in recital 3 hereof) the Obligation (as defined herein) shall continue and remain in full force and effect pursuant thereto.

2.3 Nothing contained herein shall oblige the Developer to perform the Obligation more than once.

The Council will issue the Amending Permission on completion of this Deed.

This Deed is a modification to a planning obligation entered into by the parties hereto in accordance with Section 106A (i) (a) of the Act.

This Deed constitutes a local land charge and shall be registered as such.

The Parties hereto hereby further agree that paragraph 4 of the Fourth Schedule to the Principal Deed should have referred in both words and figures to the sum of Two thousand nine hundred and thirty four pounds and eighty pence (£2934.80).

The Developer will pay to the Council on the date hereof the sum of £500.00 (Five hundred pounds) representing the Council's legal costs of and incidental to the preparation of this deed.

WITNESS WHEREOF the Council has executed this Deed as a deed by the affixation of its Common Seal and the Developer acting by a director and its secretary or two of its directors has executed this Deed as a deed the day and year first before written.

THE SCHEDULE
('the Amending Application')

"Variation of Condition 1 of application code No P/2007/1243 to allow additional time for commencement of development".

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



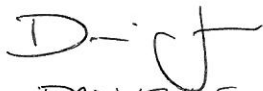
Head of Corporate and Customer Services



EXECUTED as a **DEED** by
BRYN PROPERTY
COMPANY LIMITED by
EVE VAUGHAN-EVANS a Director
and DANIELLE JONES
a Director/the Secretary
in the presence of


EVE VAUGHAN-EVANS
(DIRECTOR)


JOHN SMALL
(WITNESS)


DANIELLE JONES
(ACTING SECRETARY)

CERTIFICATE

As solicitors for the Developer (as defined in the within written deed) we hereby certify that Recitals 2 and 5 hereof are correct

Signed  Dated 12 03 2014

Cyril Jones and Co
19 Grosvenor Road
Wrexham
LL11 1DE