

DATED

10th April

2014

(1) WREXHAM COUNTY BOROUGH COUNCIL
AND
(2) LIMEGROVE HOMES LIMITED

AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990 in respect
of Red Cow, 23 – 25 Penybryn, Wrexham

T Coxon
Head of Corporate and Customer Services
Guildhall
Wrexham
LL11 1AY

DP/10007183

Geldards
law firm

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THIS AGREEMENT IS MADE ON THE 10th DAY OF April

2014

BETWEEN:-

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall Wrexham LL1 1AY ("the Council"); and
- (2) **LIMEGROVE HOMES LIMITED** (Company registration number 3835358) whose registered office is at c/o Dimmick's Accountancy Services Ltd, Suite 15 Redwither Business Centre, Redwither Business Park, Wrexham, Wrexham CB, Wales, LL13 9XR ("the Owner"); and

RECITAL

- A The Council is the local housing authority and the Local Planning Authority for the purposes of Section 106 of the 1990 Act for the area in which the Land is situated.
- B The Owner is the owner of the freehold interest in the Land registered at the Land Registry under Title Number CYM352645.
- C The Owner has submitted the Planning Application to the Council for the Development of the Land.
- D The Council has resolved to grant the Planning Permission subject to this Agreement being entered into prior to the granting of the Planning Permission to secure the provision of education and parking contributions without which the Planning Permission would not be granted.
- E The parties have agreed to enter into this Agreement in order to secure the objectives referred to in E above.

NOW THIS DEED WITNESSES AS FOLLOWS:-

1. DEFINITIONS

In this document unless the contrary intention appears the following terms shall have the following meanings:

"1990 Act"	means the Town and Country Planning Act 1990 as amended
"Commencement of Development"	means the carrying out on the Land of any Material Operation
"Development"	means the development of the Land in accordance with the Planning Permission
"Dwelling"	means any residential unit (including a house flat or maisonette) constructed on the Land pursuant to

"Education Contribution"

the Planning Permission

means the sum of thirty-three thousand, three hundred and twenty pounds (£33,320.00), to be paid by the Owner to the Council towards the provision of primary education within the administrative area of the Council'

"Implementation Notice"

means the notice to be served in writing by the Owner upon the Council when Commencement of Development has occurred

"Land"

means the land situate at Red Cow, 23-25 Penybryn, Wrexham, LL13 7HU and shown edged red on the Plan for the purposes of identification only

"Material Operation"

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

"Occupation"

means use of a Dwelling for residential use but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" shall be construed accordingly

"Parking Contribution"

means the sum of twenty thousand, five hundred pounds (£20,500.00), to be paid by the Owner to the Council towards parking within the vicinity of the Development

"Plan "

means the plan annexed to this Agreement

"Planning Application"

means the application for Planning Permission for the Development of the Land submitted to the Council and given reference number P/2008/0661

"Planning Permission"

means the grant of planning permission by the Council pursuant to the Planning Application and any associated reserved matters





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Town and Country Planning Act 1990 Section 106 Obligation

**P/2008/0661, Former Red Cow Site
 and Nos 23-27 Penybryn, Wrexham**

Chief Planning Officer
 Lampbit Street, Wrexham LL11 1AR
 Telephone 01978 292017. Fax 01978 292502

Produced By : GH
 Date : 26/09/08

Scale 1:1000 SJ3349

- 3.4 This Agreement is a Local Land Charge for the purposes of the Local Land Charges Act 1975 and will be registered as such by the Council.

4. OPERATIVE PROVISIONS

- 4.1 The Owner hereby covenants with the Council on behalf of itself and its successors in title to each and every part of the Land to:
- (a) comply with the covenants set out in the First Schedule to this Agreement;
 - (b) pay to the Council on the signing hereof the Council's reasonable and proper legal costs incurred for the preparation, negotiation and execution of this Agreement;
 - (c) serve upon the Council (addressed to the Council's Head of Community Wellbeing and Development) the Implementation Notice within 10 Working Days from but not including the date of Commencement of Development; and
 - (d) give to the Council notice in writing of a disposal of its interest in any part of the Land occurring before all the obligations in this Agreement have been discharged such notice to be given within 10 Working Days of such transfer and giving details of the transferee's full name and usual address (registered office if a company) together with a plan showing the area of the Land transferred.

5. AGREEMENTS AND DECLARATIONS

- 5.1 Nothing contained or implied in this Agreement shall prejudice or affect the discretions rights powers duties and/or obligations of the Council in the exercise of its functions as a local authority housing authority and local planning authority and the discretions rights powers duties and/or obligations of the Council under all public and private statutes byelaws orders and regulations may be fully and effectually exercised in relation to the Land or any part thereof and any works executed thereon as if this Agreement had not been executed by the Council and in particular nothing in this Agreement shall restrict the Council and/or any other local authority from exercising powers of compulsory purchase in respect of any part of the Land.
- 5.2 Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999 save for the avoidance of doubt it is declared that the planning obligations contained in this deed are enforceable by any successor local planning authority to the Council exercising planning powers under the Act.
- 5.3 This Deed shall not be enforceable against any owner-occupiers or tenants (or their respective mortgagees) of Dwellings constructed pursuant to the Planning Permission or against a statutory undertaker after the transfer of statutory apparatus by the Owner to the statutory undertaker.
- 5.4 No person shall be liable for any breach of any of the planning obligations or other provisions of this deed after parting with his entire interest in the Land

but without prejudice to liability for any subsisting breach arising before parting with that interest or in parting with that interest.

- 5.5 In the event that any difference or dispute arises between the parties in connection with their respective rights duties liabilities or obligations under or by virtue of this Agreement (including sums of money and the construction of this Agreement) then such difference or dispute shall be referred to for determination by an appropriately qualified independent expert (of not less than ten years standing) experienced in the relevant matter ("the Expert") to be agreed between the parties or in default nominated on the application of any party by the President (or other available officer able to make such appointment) of the Royal Institution of Chartered Surveyors ("RICS") Provided That the provisions of this clause shall not prejudice prevent or delay the right of any party to seek the resolution of any matter relating to this Agreement by the Courts and/or in accordance with Section 106(6) of the 1990 Act.
- 5.6 The expressions "the Owner" and "the Council" shall include their respective successors in title.
- 5.7 If any of the terms obligations and/or covenants in this Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable the same shall be severable from the remainder of this Agreement and the remainder of this Agreement or the application of such terms obligations and/or covenants to parties or circumstances other than as to which such terms obligations and/or covenants is held invalid or unenforceable shall not be affected thereby and each of the other terms obligations and/or covenants of this Agreement and the Planning Permission shall be valid and be enforceable to the full extent permitted by law.
- 5.8 Any notice or other written communication shall be validly served if delivered to the relevant party by hand or if sent by ordinary first class post or recorded delivery post:
- (a) in the case of the Council at the Guildhall Wrexham LL11 1AY or such other address as shall be notified in writing to the Owner from time to time;
 - (b) in the case of the Owner to the address given in this Agreement or such other addresses of such parties as may be notified in writing to the Council from time to time; and
 - (c) any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by an officer or duly authorised signatory.

Schedule 1

Owner's Covenants

Education Contribution

- 1 The Owner covenants with the Council to:-
 - 1.1 pay one eighth of the Education Contribution to the Council, prior to Occupation of the third Dwelling;
 - 1.2 pay the second eighth of the Education Contribution to the Council, prior to Occupation of the sixth Dwelling;
 - 1.3 pay the third eighth of the Education Contribution to the Council, prior to Occupation of the ninth Dwelling;
 - 1.4 pay the fourth eighth of the Education Contribution to the Council, prior to Occupation of the twelfth Dwelling;
 - 1.5 pay the fifth eighth of the Education Contribution to the Council, prior to Occupation of the fifteenth Dwelling;
 - 1.6 pay the sixth eighth of the Education Contribution to the Council, prior to Occupation of the eighteenth Dwelling;
 - 1.7 pay the seventh eighth of the Education Contribution to the Council, prior to Occupation of the twenty-first Dwelling;
 - 1.8 the final eighth of the Education Contribution prior to Occupation of the twenty-fourth Dwelling;

Parking Contribution

- 2 The Owner covenants with the Council to:-
 - 2.1 pay one eighth of the Parking Contribution to the Council, prior to Occupation of the third Dwelling;
 - 2.2 pay the second eighth of the Parking Contribution to the Council, prior to Occupation of the sixth Dwelling;
 - 2.3 pay the third eighth of the Parking Contribution to the Council, prior to Occupation of the ninth Dwelling;
 - 2.4 pay the fourth eighth of the Parking Contribution to the Council, prior to Occupation of the twelfth Dwelling;
 - 2.5 pay the fifth eighth of the Parking Contribution to the Council, prior to Occupation of the fifteenth Dwelling;
 - 2.6 pay the sixth eighth of the Parking Contribution to the Council, prior to Occupation of the eighteenth Dwelling;

- 2.7 pay the seventh eighth of the Parking Contribution to the Council, prior to Occupation of the twenty-first Dwelling;
- 2.8 the final eighth of the Parking Contribution prior to Occupation of the twenty-fourth Dwelling

CERTIFICATE

Ian Edwards of Allington Hughes as solicitors for the Owner (as defined in the within written Deed) hereby certify that Recitals B and C thereof are correct.

Signed

A handwritten signature in dark ink, appearing to read 'Ian Edwards', is written over a horizontal line.

Dated

1 Apr. 2

2014

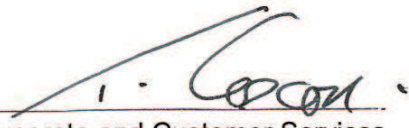
EXECUTED as a **DEED** on the date specified at the commencement of this Agreement

EXECUTED as a **DEED** by affixing

The Common Seal of

WREXHAM COUNTY BOROUGH COUNCIL

in the presence of:



Head of Corporate and Customer Services



EXECUTED as a **DEED** by
LIMEGROVE HOMES LIMITED

acting by



Signature of Director

in the presence of:


.....

Name: **SALLY ROBERTS**

Address: **39A DRIFFIELD ROAD LONDON E3 5NE**

Occupation: **SENIOR KNOWLEDGE MANAGER.**