

DATED

18<sup>TH</sup> NOVEMBER

2013

WREXHAM COUNTY BOROUGH COUNCIL (1)

MESSRS. J.M. & J.M.J. HUMBERSTONE (2)

and

BANK OF SCOTLAND PLC (3)

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A G R E E M E N T

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Pursuant to Section 106 of the  
Town and Country Planning Act 1990 in respect of  
81, Benjamin Road, Wrexham, LL13 8EG

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

LP/SH/10005341

**THIS DEED** is made the 18<sup>TH</sup> day of **NOVEMBER** Two thousand and thirteen  
**BETWEEN WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall Wrexham  
LL11 1AY (hereinafter called "the Council") of the first part **JOHN MALCOLM  
HUMBERSTONE** and **JARED MATTHEW JOHN HUMBERSTONE** of 81 Benjamin Road,  
Wrexham, LL13 8EG (hereinafter called the "Adjoining Owner") of the second part and  
**BANK OF SCOTLAND PLC** (Scot. Co. Regn. No. SC327000, whose office for the  
purposes hereof is at 1 Lovell Park Road, Leeds, LS1 1NS (hereinafter called "the  
Mortgagee") of the third part.

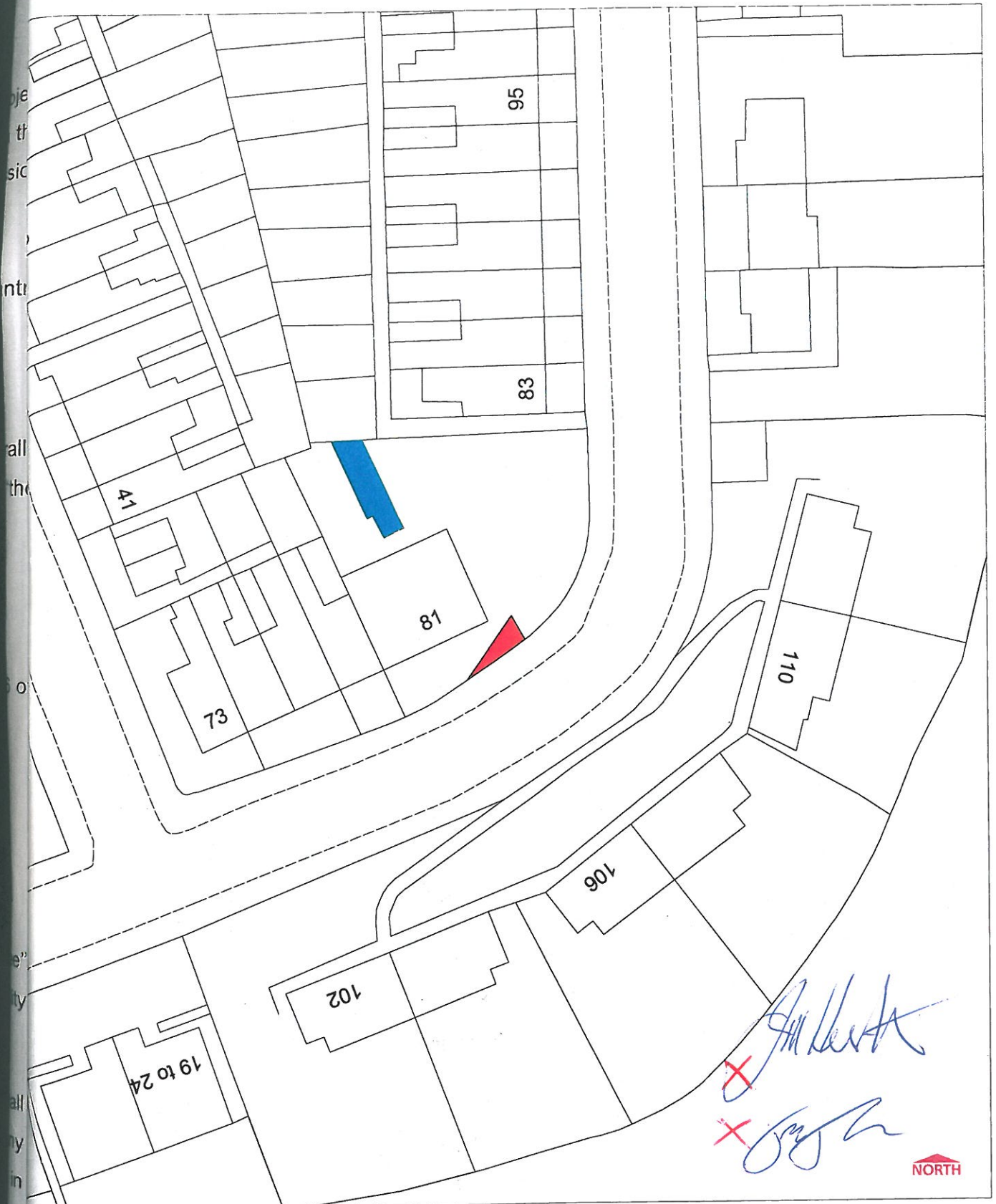
**WHEREAS**

- (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 Adjoining Owner is the owner of the Land in fee simple in possession subject to the legal charge next hereinafter recited but otherwise free from incumbrances
- (3) By a legal charge dated 7 September 2004 made between the Adjoining Owner of the one part and the Mortgagee of the other part the Land was charged by way of a legal mortgage to the Mortgagee.
- (4) The Mortgagee has agreed to join in this deed in the manner hereinafter appearing.
- (5) By an application received by the Council on 29 March 2012 which has been allocated code number P/2012/0236 (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 land which adjoins 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:-

- 1 **THE PERSONS** comprising the Adjoining Owner hereby jointly and severally covenant with the Council to perform the obligation (hereinafter called "the Obligation") set out in the Third Schedule hereto
- 2 **IT is agreed and declared as follows:-**
  - i The Obligation is a planning obligation for the purposes of Section 106 of the Act.
  - 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 on completion of this Deed.
  - v The expressions "the Council" "the Adjoining Owner" and "the Mortgagee" shall include their respective successors in title and assigns whose liability hereunder shall be joint and several where applicable
  - vi No party hereto shall be liable for a 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 the Land.
  - vii 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 the date upon which the Development is to be



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of Community Wellbeing and Development  
ning Services  
ord Street, Wrexham  
1 LG  
phone 01978 292017  
ning@wrexham.gov.uk

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### Town & Country Planning Act 1990 Section 106 Obligation

P/2012/0236 - 81 Benjamin Road, Wrexham.

- Outbuilding
- Visibility Splay



## SECOND SCHEDULE

("the Development")

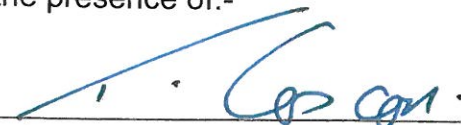
"Erection of 2 No. one bedroom apartments."

## THIRD SCHEDULE

("the Obligation")

- (i) Before any dwelling created by the Development is first occupied:-
- (a) To carry out or permit to be carried out on that part of the Land which is shaded red on the plan attached hereto such works as are necessary to allow that part of the Land to form part of the visibility splays referred to in condition 7. subject to which the Planning Permission will be granted.
- (b) To demolish and completely remove from the Land or permit to be demolished and completely removed from the Land the building shown shaded blue on the plan attached hereto.
- (ii) Not at any time in the future to allow any shrub, tree, hedge, wall, fence or other means of enclosure or any other thing whatsoever to grow in or be erected or placed in that part of the Land referred to in (i)(a) of this schedule to a height in excess of 1 metre above the level of the adjoining carriageway.

**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 the said  
**JOHN MALCOLM HUMBERSTONE** X

in the presence of:-

Witness name MATTHEW HUGHES

Witness address 8 BRYN-Y-CAER, ROSEBURY, WREXHAM, LL11 6AT



EXECUTED as a DEED by the said

JARED MATTHEW JOHN HUMBERSTONE X

in the presence of:- Witness Signature

Witness name MATTHEW THOMES

Witness address 8 BAY - 4-622, PENTEG BRAYTON,  
WREXHAM, LL11 6AT

SIGNED as a DEED by

as the attorney of and on behalf of

BANK OF SCOTLAND PLC

in the presence of:-

EXECUTED AS A DEED BY

AS AN ATTORNEY FOR AND ON BEHALF OF

BANK OF SCOTLAND PLC

IN THE PRESENCE OF

HALIFAX PLC

TRINITY ROAD

HALIFAX

HX1 2RG

### CERTIFICATE

We hereby certify that recital (2) of the within written deed is correct

Signed

Gittins McDonald

Dated

18<sup>th</sup> November 2013

Gittins McDonald  
Marbel House  
Overton Arcade  
High Street  
Wrexham  
LL13 8HR