

DATED

19TH FEBRUARY

2014

WREXHAM COUNTY BOROUGH COUNCIL (1)

- and -

WATKIN JONES & SON LTD (2)

A G R E E M E N T

Pursuant to Section 106 of the Town and Country Planning Act 1990
in respect of a contribution to the cost of a pedestrian crossing
arising from the residential development of land at Glan yr Afon, Wrexham
Road, Rhostyllen, Wrexham

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

Ref. LP/CLJ/10006580

THIS DEED is made the 19th day of FEBRUARY 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 **WATKIN JONES & SON LIMITED** (Co. Regn. No. 02539870) whose registered office is situated at Llandegai Industrial Estate, Bangor, Gwynedd, LL57 4YH (hereinafter called "the Owner") 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 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 free from financial incumbrances.
- (3) By an application received on 20 May 2013 which has been allocated code number P/2013/0343 (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") in respect of the Land.
- (4) The Council has decided to grant planning permission for the Development (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 Owner hereby covenants with the Council to perform the obligations (hereinafter called "the Obligation") set out in the Third Schedule hereto

2 IT is hereby 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 to the Owner on completion of this Deed
- (v) the expressions "the Council" and "the Owner" shall include their respective successors in title and assigns (except for the owner of any completed dwelling standing on the Land) and if any successor in title to the Owner shall comprise more than one person all obligations contained herein on the part of the Owner shall be the joint and several liability of such persons.
- (vi) no party hereto shall be liable for a breach hereof 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 such interest
- (vii) the Obligation shall take effect upon the date hereof
- (viii) the Obligation is a local land charge and shall be registered as such

IN WIT

affixati

execut

before

The fr

registe

hereof

"Relax

develo

- and (ix) the Owner will pay to the Council on completion of this Deed the sum
of Seven hundred and fifty pounds (£750) representing the Council's
ions legal costs of and incidental to its preparation
- (x) this Deed will not prevent the Council from exercising its statutory
powers under any legislation

106

IN WITNESS WHEREOF the Council has executed this Deed as a deed by the
affixation of its Common Seal and a director and the secretary or two directors have
ning executed this agreement as a Deed on behalf of the Owner the day and year first
before written

on

FIRST SCHEDULE

("the Land")

their The freehold land shown edged with red on the plan of title number WA834768
any registered at Land Registry Wales Office in the name of the Owner at the date
title hereof and being land on the south side of Wrexham Road, Rhostyllen, Wrexham.

ions

SECOND SCHEDULE

eral ("the Development")

ave "Relaxation of condition no. 16 subject to which planning permission for residential
any development of the land was granted by the Council under code P/2009/0566"

the

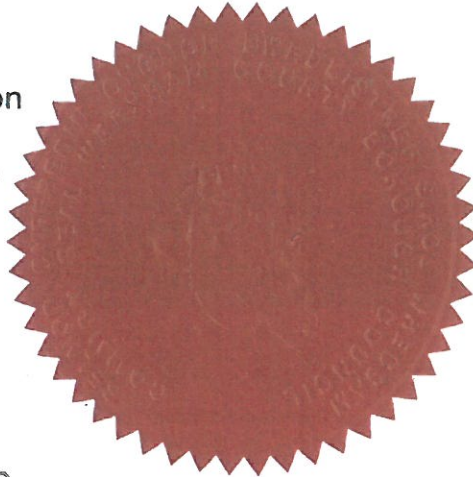
est

THIRD SCHEDULE

("the Obligation")

To pay to the Council on the date this Deed takes effect the sum of Four thousand and eight hundred and fifty pounds (£4,850) being a contribution to the cost of the installation of a pedestrian crossing on Wrexham Road aforesaid.

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

48/14(a)

EXECUTED as a **DEED** by **WATKIN JONES & SON LIMITED** acting by **MARK WATKIN**
JONES and PHILLIPS one of its directors and
BYRAM another of its directors
or its secretary




As so
that R

Signe

Whitfi
P O E
23/25
Forml
L37 4

CERTIFICATE

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

Signed *W. K. M. J. J.* Dated *19th February* 2014

Whitfields
P O Box 3
23/25 Elbow Lane
Formby
L37 4AB