

DATED

26th July

2013

WREXHAM COUNTY BOROUGH COUNCIL (1)

MR S W BLAND (2)

and

BANK OF SCOTLAND PLC (3)

A G R E E M E N T

Pursuant to Section 106 of the
Town and Country Planning Act 1990 in respect of
43 and 44 Heol Maelor, Coedpoeth, Wrexham, LL11 3LY

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

LP/CLJ/10005018

THIS DEED is made the 26th day of July Two thousand and thirteen
BETWEEN WREXHAM COUNTY BOROUGH COUNCIL of Guildhall Wrexham
LL11 1AY (hereinafter called "the Council") of the first part **STEVEN WILLIAM BLAND** of
1 Lower Road, Coedpoeth, Wrexham, LL11 3TP (hereinafter called "the 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 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 16 March 2012 made between the Owner of the one part and the Mortgagee of the other part that part of the Land described in Part I of the First Schedule hereto (hereinafter called "the Mortgaged 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 received by the Council on 24 January 2012 which has been allocated code number P/2012/0053 (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** Owner hereby covenants 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 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 commenced (such notice to be served not less than seven days before such date).

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of Community Wellbeing and Development
 ng Services
 d Street, Wrexham LL11 1LG

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 planning@wrexham.gov.uk

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Town & Country Planning Act 1990
Section 106 Obligation

- 
 Area to be kept clear of any shrub, tree, hedge, wall, fence or any other means of enclosure exceeding 1 metre in height.
- 
 Visibility Splay



Signature
Bradley

Gerde Jones

- viii If the party intending to implement the Planning Permission fails to serve the notice referred to in vii 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).
- ix The Obligation is a local land charge and shall be registered as such.
- x This Deed will not prevent the Council from exercising its statutory powers under any legislation.
- xi The Owner will pay to the Council on completion hereof the sum of One thousand pounds (£1,000) being the costs of and incidental to the preparation of this agreement

3 **THE MORTGAGEE** acknowledges that this Deed has been entered into by the Owner with its consent and that the Mortgaged Land shall be bound by the Obligation and that the security of the Mortgagee over the Mortgaged Land shall take effect subject to this Deed provided that the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Mortgaged Land in which case it will be bound by the Obligation as if it were a person deriving title from the Owner.

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

FIRST SCHEDULE

("the Land")

Part I

ALL THAT freehold land being Poplar House otherwise known as 44 Heol Maelor Coedpoeth aforesaid being the property registered at the date hereof with title absolute at H M Land Registry in the name of the Owner under title number CYM559179.

Part II

ALL THAT freehold land being known as 43 Heol Maelor, Coedpoeth aforesaid being the property registered at the date hereof with title absolute at H M Land Registry in the name of the Owner under title number CYM581932.

SECOND SCHEDULE

("the Development")

"Proposed new dormer bungalow"

THIRD SCHEDULE

("the Obligation")

- (i) Before the dwelling created by the Development is first occupied to carry out or permit to be carried out on that part of the Land which is shaded pink and hatched black on the plan attached hereto such works (if any) as are necessary to allow that part of the Land to form part of the visibility splays referred to in condition 6 subject to which the Planning Permission will be granted.
- (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) of this Schedule to a height in excess of 1 metre above the level of the adjoining carriageway.

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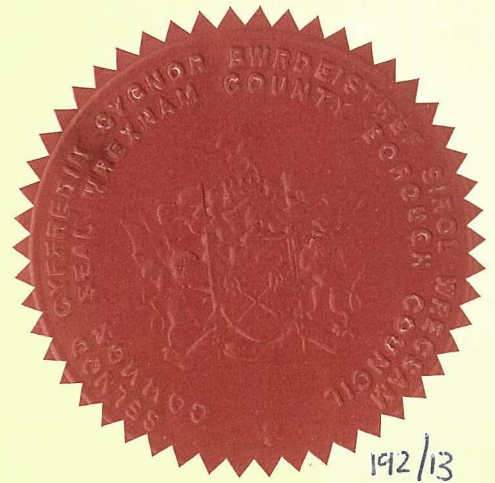
EXECUTE
STEVEN V
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SIGNED a
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BANK OF
in the pres

Signed

Barry Mack
Thornton G
Chester Ro
Wrexham
L12 8NU

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



192/13

Heol Maelor
Head of Corporate and Customer Services

Glenda Jones
on behalf of

EXECUTED as a DEED by the said
STEVEN WILLIAM BLAND
in the presence of:-

said being the
y in the name

Barry Macloskey
on behalf of
Wrexham

SWB

SIGNED as a DEED by

as the attorney of and on behalf of
BANK OF SCOTLAND PLC
in the presence of:-

[Signature]

EXECUTED AS A DEED BY: *Bradley*
AS AN ATTORNEY FOR AND ON BEHALF OF
BANK OF SCOTLAND PLC
IN THE PRESENCE OF *J. Gibson*
HALIFAX PLC
TRINITY ROAD
HALIFAX
HX1 2RG

CERTIFICATE

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to allow the

on 6 subject/e hereby certify that recital (2) of the within written deed is correct

Signed *Barry Macloskey* Dated *26 July* 2013

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Barry Macloskey
Thornton Grange
Chester Road
Wrexham
L12 8NU