

DATED

13TH OCTOBER

2011

WREXHAM COUNTY BOROUGH COUNCIL (1)

MESSRS J.E. & C.J. EVANS (2)

- and -

MR J.E. EVANS (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 agricultural occupancy and other matters relating to
Forge Farm, Pontyblew, Chirk, Wrexham

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

Ref. LP/ZS/10002929

THIS DEED is made the 13TH day of OCTOBER Two Thousand and Eleven **BETWEEN WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY (hereinafter called "the Council") of the first part **JOHN EVAN EVANS** and **CHARLES JOHN EVANS** who respectively reside at Chimney Farm, Pontyblew, Chirk, Wrexham, LL14 5BH and Forge Farm, Pontyblew aforesaid (hereinafter called "the First Owner") of the second part and the said **JOHN EVAN EVANS** (hereinafter called "the Second Owner") 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 firstly and secondly described in the First Schedule hereto (hereinafter together called "the Land") is situate and by whom the obligations contained in this Deed are enforceable.
- (2) The First Owner is the owner of that part of the Land firstly described in the First Schedule hereto in fee simple free from incumbrances.
- (3) The Second Owner is the owner of that part of the Land secondly described in the First Schedule hereto in fee simple free from incumbrances.
- (4) By an application dated 30 June 2010 which has been allocated code number P/2010/0694 (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 that part of the Land shown edged red on the plan annexed hereto numbered "1".
- (5) 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 First Owner and the Second Owner** hereby covenant with the Council (jointly and severally where applicable) each in respect of that part of the Land to which he or they (as the case may be) have title to perform the obligation (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 applicant who made the Application on completion of this Deed.
- (v) The expressions "the Council", "the First Owner" and "the Second Owner" shall include their respective successors in title and assigns and if any successor in title to the First Owner or the Second Owner shall comprise more than one person or corporation all obligations contained herein on the part of the First Owner or the Second Owner (as the case may be) shall be the joint and several liability of such persons or corporations.
- (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 such interest.
- (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).
- (viii) If the party intending to implement the Planning Permission fails to serve the notice referred to in (vii) 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.

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Town and Country Planning Act 1990 Section 106 Obligation
P/2010/0694 - Land to the east of Forge Farm, Pont y Blew, Chirk, Wrexham

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

Produced By : GH
Date : 29/09/2010

Scale 1:1250 SJ3138





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 1000 Pit Street,
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 CH1 1AR
 Telephone 01978 292017.
 Fax 01978 292502

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

P/2010/0694
 Land to the east of Forge Farm,
 Pont y Blew, Chirk, Wrexham

04/2011
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- (xi) Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in pursuance of any planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date hereof.
- (xii) If the Planning Permission is quashed, revoked or otherwise withdrawn or (without the consent of the First Owner and the Second Owner) is modified in any material respect by any statutory procedure or expires without having been implemented then this Deed shall be of no further force or effect.
- (xiii) The Owners will pay to the Council on the date hereof the sum of seven hundred and fifty pounds (£750) representing the Council's legal costs of the preparation of this Deed.

IN WITNESS WHEREOF the Council has executed this Deed as a deed by the affixation of its Common Seal and the persons comprising the First Owner and the Second Owner have each executed this Deed as a deed the day and year first before written

FIRST SCHEDULE ("the Land")

Part I

The freehold land shown edged with red on the filed plan relating to title absolute number CYM500000 registered at H.M. Land Registry at the date hereof in the name of the First Owner and being Forge Farm, aforesaid.

Part II

All that piece or parcel of land situate in the Parish of Chirk in the County Borough of Wrexham which is for the purpose of identification only edged blue on the plan annexed hereto numbered "2" being the land conveyed to the Second Owner by a conveyance dated the 3 day of October 1968 made between David Foulk Myddelton (1) Charles Randolph Whately the Honourable Hugh Waldorf Astor and the Honourable John Astor (2) and the Second Owner (3) subject as therein mentioned.

SECOND SCHEDULE
("the Development")

"Erection of agricultural worker's dwelling and installation of a septic tank."

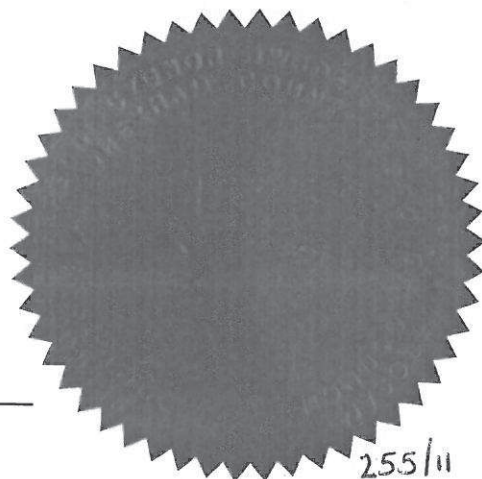
THIRD SCHEDULE
("the Obligation")

- (a) That the occupation of the existing farmhouse dwelling at Forge Farm shall be limited to a person or persons solely or mainly employed or last employed in the locality in agriculture (as defined by Section 336 of the Town and Country Planning Act 1990) or in forestry, including resident dependants of such person(s), and a widow or widower of such person(s).
- (b) That neither the dwelling forming the Development nor the existing farmhouse referred to in (a) above shall be the subject of a disposal whether by way of a conveyance of the freehold or the grant of a lease or otherwise, separately from the remainder of the Land, so that any such disposal shall only be by way of a transaction including the whole of the Land **provided that** a disposal of either dwelling separately from the remainder of the Land by way of a letting (whether a service tenancy or otherwise) not amounting to a term of years shall not be considered to be a breach hereof.

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



SIGNED as a DEED by the said
JOHN EVAN EVANS

in the presence of:-

W Signature
1 Name
1 Address
1 Occupation

John J Evans

C. M. WILLIAMS
GILLIAN MARY WILLIAMS
'WINDYRIDGE'
PONT-Y-BLEW
CHURCH WREATHAM
LL14 5BH
TEACHING ASSISTANT

SIGNED as a DEED by the said
CHARLES JOHN EVANS

in the presence of:-

W Signature
1 Name
1 Address
1 Occupation

C J Evans

C. M. WILLIAMS
GILLIAN MARY WILLIAMS
'WINDYRIDGE'
PONT-Y-BLEW
CHURCH WREATHAM
LL14 5BH
Teaching Assistant

CERTIFICATE

As solicitors for the First Owner and the Second Owner (as defined in the within written deed) we hereby certify that on the date given below (being the date of the within written deed), Recitals (2) and (3) thereof are correct

Signed 

Dated 13th October 2011

Messrs Lanyon Bowdler
39-41 Church Street
OSWESTRY
Shropshire
SY11 2SZ