

Dated

13TH JULY

2011

WREXHAM COUNTY BOROUGH COUNCIL (1)

- and -

DAVCOT LTD (2)

AGREEMENT

Pursuant to Section 106 of the
Town and Country Planning Act 1990
in respect of The Gredington Arms, Cross Street, Holt
in the County Borough of Wrexham

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

LP/CLJ/10003438

THIS DEED is made the 13TH day of JULY Two thousand and eleven **BETWEEN WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall Wrexham LL11 1AY (hereinafter called "the Council") of the one part and **DAVCOT LIMITED** (Co. Regn. No. 07046834) whose registered office is situate at 33 Chester Road West, Queensferry, Deeside, Flintshire CH5 1SA (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 Property") is situate and by whom the obligations contained in this Deed are enforceable.
- (2) The Owner is the owner of the Property in fee simple in possession free from incumbrances.
- (3) By an application dated 27 September 2010 which has been allocated code number P/2010/0851 (hereinafter called "the Application") application has been made to the Council by the Owner for planning permission for the development specified in the Second Schedule hereto (hereinafter called "the Development") on the Property and on certain other land adjoining the Property of which the Owner is in possession.
- (4) 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 and the Council hereby covenants with the Owner as set out in the Fourth 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 Property
 - (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 and if any successor in title to the Owner shall comprise more than one person or corporation the liability to perform the Obligation shall be joint and several
- (vi) No party hereto shall be liable for a breach of the Obligation after they shall have parted with all interest in the Property 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 ("the Trigger Date") which shall be specified by the party intending to implement the Planning Permission in a written notice served upon the Council as being the date upon which the Development is to be commenced (such notice to be served not less than 7 days before such date).
- (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 Trigger Date shall be 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) If the sum payable pursuant to the Obligation does not fall to be paid within two years of the date of this Deed the sum specified in the Obligation shall be increased in proportion to the increase in the index of Retail Prices maintained by the Office of National Statistics between the date of this Deed and the date upon which the said sum falls to be paid.
- (xi) This Deed will not prevent the Council from exercising its statutory powers under any legislation.
- (xii) The Owner 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 caused its Common Seal to be hereunto affixed and the Owner (acting by two of its directors or one of its directors and its secretary) has duly executed this agreement as a deed the day and year first before written

FIRST SCHEDULE ("the Property")

ALL THAT piece or parcel of land situate at Cross Street, Holt in the County Borough of Wrexham being the land comprised in title WA694181 at H M Land

Registry which is registered at the date hereof in the name of the Owner with title absolute and known as the Gredington Arms, Holt aforesaid.

SECOND SCHEDULE
("the Development")

"Erection of two dwellings with one detached garage".

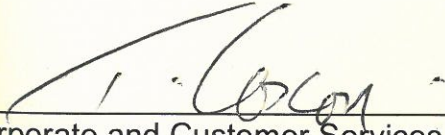
THIRD SCHEDULE
("the Obligation")

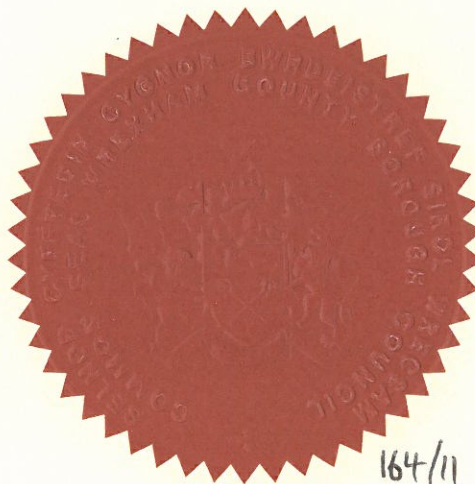
To pay to the Council on the Trigger Date the sum of Two thousand pounds (£2,000) being the estimated cost of a public consultation exercise as to whether or not the existing flat topped tapered speed hump in Frog Lane should be replaced with a raised table feature.

FOURTH SCHEDULE
(Covenants by the Council)

- (a) If for any reason the said sum of Two thousand pounds is not expended by the Council for the purpose mentioned in the Third Schedule hereto within a period of two years from the date the said sum is paid to the Council or within such extended period as may be agreed in writing by the Owner with the Council the Council will repay the said sum to the Owner.
- (b) If the said sum is expended by the Council for the said purpose to provide the Owner with details in writing of the cost of carrying out the same and in the event that such cost is less than the said sum of Two thousand pounds to repay to the Owner the difference between the said sum of Two thousand pounds and the actual cost incurred in respect of the purpose within a period of 56 days of practical completion thereof.

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



164/11

EXECUTED as a **DEED** by **DAVCOT LIMITED** by **IAN ALUN DAVIES** one of its directors and **ANDREW WATERSO** another of its directors or its secretary **COTTE** in the presence of:-

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Sig: *[Signature]*
Name: **CRAIG LAWTON**
Address: **GREYSTONE BARN, PFORD-Y-FRAN, NERCWYS, MOLD, FLINTSHIRE, CH7 4DU**
Occupation: **MANAGER**

Director

W
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N
E
S
J

Sig: *[Signature]*
Name: **CRAIG LAWTON**
Address: **GREYSTONE BARN, PFORD-Y-FRAN, NERCWYS, MOLD, FLINTSHIRE, CH7 4DU**
Occupation: **MANAGER**

Director

CERTIFICATE

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

Signed *[Signature]* Dated *[Signature]* 2011

SAS Daniels LLP
35 White Friars
Chester
CH1 1QF