

DATED

8TH AUGUST

2011

WREXHAM COUNTY BOROUGH COUNCIL (1)

- and -

TRAILWALK LIMITED (2)

- and -

BARCLAYS BANK 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 a contribution to education provision arising from
residential development on land off Cae Gwilym Lane,
Cefn Mawr, in the County Borough of Wrexham**

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

Ref. LP/LMK/10003501

THIS DEED is made the 8th day of **AUGUST** Two thousand and eleven **BETWEEN WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall Wrexham LL11 1AY (hereinafter called "the Council") of the first part **TRAILWALK LIMITED** (Co. Regn. No. 03994474) whose registered office is situate at Bryn Issa Vicarage Lane Gresford Wrexham LL12 8US (hereinafter called "the Owner") of the second part and **BARCLAYS BANK PLC** (Co. Regn. No. 1026167) whose office for the purposes of this deed is at Barclays Loan Servicing Centre P O Box 299 Birmingham B1 3PF (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 Obligation (hereinafter defined) is enforceable.
- (2) The Owner is the owner of the Land in fee simple in possession subject to the legal charge next herein mentioned but otherwise free from incumbrances.
- (3) By a legal charge dated 5 June 2000 and 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 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 dated 21 February 2011 which has been allocated code number P/2011/0128 (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 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 obligations (hereinafter called "the Obligation") set out in the Third Schedule hereto
- 2 **THE** Mortgagee consents to the entry into the Obligation by the Owner and declares that its rights and interest as mortgagee in that part of the Land of which it is a mortgagee shall henceforth take effect subject to the Obligation
- 3 **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 and if any successor in title to the Owner shall comprise more than one person or corporation all obligations contained herein on the part of the Owner 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 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 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 of this Deed the sum of Seven hundred and fifty pounds (£750) representing the Council's legal costs of and incidental to its preparation

4 IF THE SUM payable pursuant to the Obligation remains unspent or uncommitted for expenditure by the Council in whole or in part at any time after the tenth anniversary of the date of the payment of such sum by the Owner to the Council

('the Repayment Date') it shall (if required by the Owner) repay to the Owner the whole or such part of the said sum which has not been so expended or committed for expenditure together with any interest actually earned thereon by the Council (the Council being under no obligation to obtain the best interest rate available) provided always that the Repayment Date shall be the date on which the Owner's cause of action accrues for the purposes of Section 5 of the Limitation Act 1980

5 NOTWITHSTANDING the terms contained herein the parties hereto agree that the Mortgagee shall only be liable for any breach of any provision of this agreement during such periods (if any) as it is a mortgagee in possession of that part of the Land of which it is a mortgagee and then only if it shall have caused such breach to have been occasioned and provided further for the avoidance of doubt that it shall not in any event be liable for any breach of this agreement arising prior to it becoming a mortgagee in possession of that part of the Land of which it is a mortgagee regardless of whether or not such pre existing breach shall continue for any period during which it is a mortgagee in possession of that part of the Land of which it is a mortgagee

IN WITNESS WHEREOF the Council has executed this Deed as a deed by the affixation of its Common Seal the Owner acting by a director and its secretary or two directors has executed this Deed as a deed and the Mortgagee acting by its duly appointed attorney has executed this Deed as a deed the day and year first before written

FIRST SCHEDULE

("the Land")

Part I

Land lying to the south-west of Cae Gwilym Lane, Cefn Mawr in the County Borough of Wrexham being the land at the date hereof comprised in title numbered WA799577 registered at HM Land Registry in the name of the Owner with title absolute

Part II

Parcels of land lying to the west of Cae Gwilym Lane, Cefn Mawr in the County Borough of Wrexham being the land at the date hereof comprised in title numbered WA799580 registered at HM Land Registry in the name of the Owner with title absolute

SECOND SCHEDULE

("the Development")

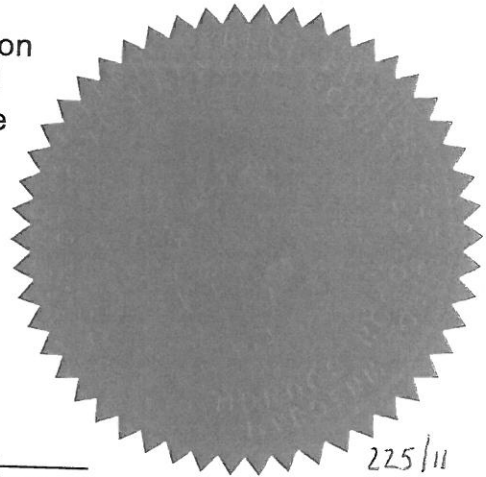
"Residential development (4 semi-detached houses) with associated parking and access",

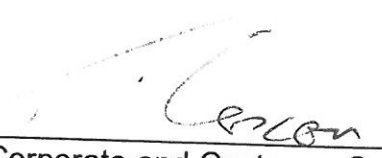
THIRD SCHEDULE

("the Obligation")

To pay to the Council within a period of 14 days from the first date upon which any of the dwellings created by the Development are occupied the sum of Eight Thousand Pounds (£8,000) the said sum being payable to the Council as a contribution towards the provision of secondary education facilities within the Ysgol Rhiwabon catchment area pursuant to the requirements of the Council's published Local Planning Guidance Note No. 27 entitled "Developer Contributions to Schools" (and having been calculated in accordance therewith) the same to be expended by the Council within the said catchment area and in the manner set out in the said Local Planning Guidance Note

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

225/11



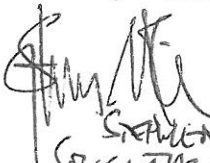
EXECUTED as a DEED by
BARCLAYS BANK PLC
by
its duly authorised attorney
in the presence of:-

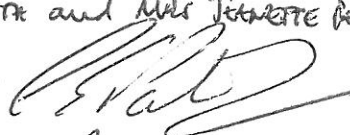
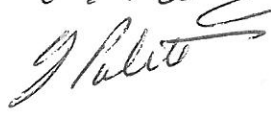
Yasmi Roberta Glynn Roberts

MARGARET ANN KELLY
NAID



EXECUTED as a DEED by **TRAILWALK**
LIMITED by *Mr Carmello AND McLETTA and Mrs JEANETTE McLETTA*
a Director and
the Secretary or another Director
in the presence of:


SHARON MCKENNA
Secretary
Old Bank Buildings
Foregate Street
Chester CH1 1JT

By this POWER OF ATTORNEY made by deed on 21 March 2011, we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 1026167), whose registered office is situated at 1 Churchill Place, London E14 5HP (the "Company") APPOINT:

YASMI ROBERTA GLYNN ROBERTS
MANAGER
SPECIALIST SUPPORT TEAM
Barclays Loan Servicing Centre
One Snowhill
Queensway
Birmingham
B4 6GB

I certify that this is a true
and complete copy of the
original

FOR BARCLAYS BANK PLC

Name JULIA PERRY

Job Title BANK OFFICIAL

Date 24TH JUNE 2011

as our true and lawful attorney (the "Attorney") for and in our name and on our behalf (but without prejudice to or in any way limiting the actual or ostensible authority of the said attorney) to do and execute the following acts and deeds:

1. to sign and execute all forms of written documents, other than acceptances and endorsements of bills of exchange; and/or
2. to accept and endorse bills of exchange jointly with some other person duly authorised by the Company for that purpose; and/or
3. to sign, execute and deliver all deeds including, without limitation, guarantees, bonds, deeds of easements and indemnities, deeds regulating the priority of mortgages, releases, discharges, transfers of mortgages, re-conveyances and reassignments of real or personal property, mortgaged, charged or assigned by way of security to the Company; and/or
4. to make any declaration, statement, affidavit or proof of any debt due or claimed to be due to the Company in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature.

This Power of Attorney shall remain in force for twelve consecutive calendar months from the date of this Deed.

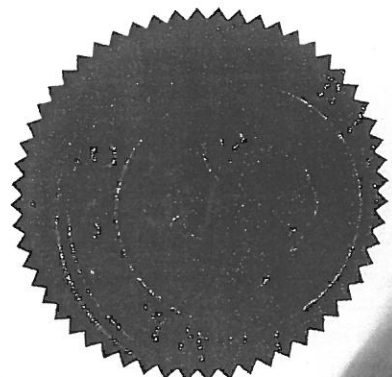
This Power of Attorney shall be governed and construed in accordance with the laws of England and Wales, to the jurisdiction of whose courts the Company submits by executing this Deed and the Attorney submits by purporting to act under its terms.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of
Barclays Bank PLC
was affixed in the Execution of this Deed
in the presence of:



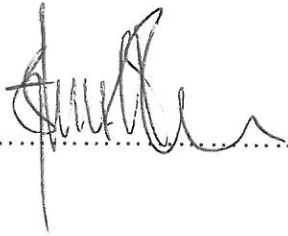
Assistant Secretary
Authorised Sealing Officer



CERTIFICATE

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

Signed

A handwritten signature in black ink, appearing to be 'S. M. Solicitors'.

Dated

8th August

2011

SM Solicitors
Old Bank Buildings
Foregate Street
Chester
CH1 1JT