

Dated

29 JUNE

2011

WREXHAM COUNTY BOROUGH COUNCIL (1)

- and -

VENTURA DEVELOPMENTS 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 an education contribution arising from development on land
at Llygad -yr-Haul, King Street, Cefn Mawr, Wrexham in the County Borough of
Wrexham**

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

Ref. LP/CLJ/10003074

THIS DEED is made the 29th day of JUNE Two thousand and eleven **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 **VENTURA DEVELOPMENTS LIMITED** (Co. Regn No. 6561799) whose registered office is situate at 18a, London Street, Southport, PR9 0UE (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 and shown edged red on the attached plan (hereinafter called "the Land") is situate and by whom the obligations contained in this Deed are enforceable.
- (2) The Owner is the owner of that part of the Land described in Part I of the First Schedule hereto in fee simple in possession free from incumbrances.
- (3) The Owner is the owner of that part of the Land described in Part II of the First Schedule hereto with title possessory
- (4) By an application dated 27 September 2010 which has been allocated code number P/2010/0820 (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.
- (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 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" and "the Owner" shall include their respective successors in title and assigns and persons or corporations comprising any successor in title to the Owner shall each be jointly and severally liable to the Council for the performance of the Obligation
- (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 the date hereof
- (viii) the Obligation is a local land charge and shall be registered as such
- (ix) the Owner will pay to the Council on completion of this Deed the sum of one thousand pounds (£1000) representing the Council's legal costs of and incidental to its preparation
- (x) this Deed will not prevent the Council from exercising its statutory powers under any legislation

3 IF the sum payable pursuant to the Obligation remains unspent or uncommitted for expenditure in whole or in part at any time after the tenth anniversary of the date of the payment thereof to the Council the Council shall (if required by the parties who had paid the same to the Council) repay to those parties the whole or such part of the said sum which has not been so expended nor committed for expenditure together with any interest actually earned thereon by the Council (the Council being under no obligation to obtain the best interest available).

IN WITNESS WHEREOF the Council has executed this agreement as a deed by the affixation of its Common Seal and the Owner (acting by ^{A SINGLE} ~~two of its~~ directors ~~of its~~ ~~directors and its secretary~~) has executed this agreement as a deed the day and year first before written

FIRST SCHEDULE

("the Land")

PART I

Land adjoining Llygad Yr Haul, King Street, Acrefair, Wrexham, LL14 3RH, being the land which is at the date hereof comprised in title number CYM528619

PART II

Land adjoining Llygad Yr Haul, King Street, Acrefair, Wrexham, LL14 3RH, being the land which is at the date hereof comprised in title number CYM528624.

SECOND SCHEDULE

("the Development")

"Erection of 5 No. 3 bedroom dwellings".

THIRD SCHEDULE

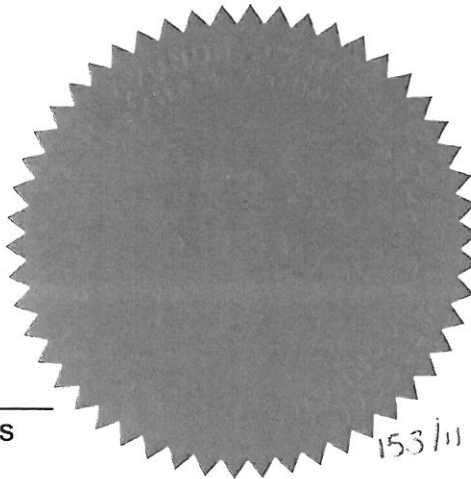
("the Obligation")

To pay to the Council within a period of 14 days from the first date upon which three of the dwellings created on the Development are occupied the sum of Twelve Thousand Four Hundred Pounds (£12,400) 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" 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



153/11

EXECUTED as a **DEED**
by the said **VENTURA DEVELOPMENTS LIMITED**

by **[ANDREW KENNERLEY]** A SINGLE DIRECTOR

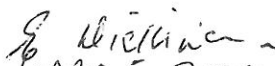
~~one of its directors and~~

~~another of its directors~~

~~the secretary in the~~

presence of:-

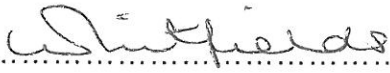



MRS E. DICKINSON
6 SUNDORNE
OVERTON
WREXHAM
LL13 0EB

RETIRED

CERTIFICATE

As solicitors for the Owner (as defined in the within written deed) we hereby certify that recitals (2) and (3) thereof are correct

Signed  Dated: 29 June 2011

Whitfields
23 - 5 Elbow Lane
Formby
Mersyside
L37 4AB

