

Dated

26 JANUARY

2011

WREXHAM COUNTY BOROUGH COUNCIL (1)

AND

TREVOR WILLIAM GIBSON and ROSEMARY GIBSON (2)

AGREEMENT

Pursuant to Section 106 of the
Town and Country Planning Act 1990
in respect of
Sutton Green Cottage Bowling Bank Wrexham

Trevor Coxon
Chief Legal and Democratic Services Officer
Wrexham County Borough Council
Guildhall
Wrexham
LL11 1AY

SWD/LMK/10002882

THIS DEED is made the 26th day of **JANUARY** 2011

BETWEEN WREXHAM COUNTY BOROUGH COUNCIL of Guildhall Wrexham LL11 1AY (hereinafter called "the Council") of the first part **TREVOR WILLIAM GIBSON** and **ROSEMARY GIBSON** both of Sutton Green Cottage Bowling Bank Wrexham LL13 9RP (hereinafter called "the Owner") of the second 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 in part by virtue of a conveyance dated 8 August 1974 between John Moreland Ormrod and the Owner and the Owner has been in possession of the remainder of land for a period exceeding twenty years. The land is free from incumbrances.
- (3) By an application dated 9 July 2010 which has been allocated code number P/2010/0588 (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.

- (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 comply with the obligations (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" and "the Owner" shall include their respective successors in title and assigns and where the expression "the Owner" comprises more than one person the covenants of the Owner given in clause 1 hereof shall be deemed to be given by each such person jointly and severally with the other or others so comprised.
 - (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



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Town and Country Planning Act 1990 Section 106 Obligation
P/2010/0588 - Sutton Green Cottage, Sutton Green, Bowling Bank,
Wrexham. LL13 9RP

Planning Officer
 106 Pit Street, Wrexham LL11 1AR
 Phone 01978 292017. Fax 01978 292502

Produced By : GH
 Date : 09/09/2010

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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.
- (xi) 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 has duly executed this agreement as a deed the day and year first before written.

FIRST SCHEDULE

"The Land"

The property known as Sutton Green Cottage Bowling Bank Wrexham and shown edged red on the plan attached hereto.

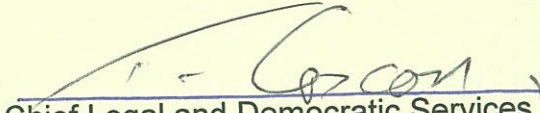
SECOND SCHEDULE ("the Development")

Demolition of existing derelict shed and erection of new single storey ancillary dwelling.

THIRD SCHEDULE ("the Obligation")

- (1) Not to use the development as a separate dwellinghouse.
- (2) Not to use the development for living accommodation other than as living accommodation ancillary to the use of the existing dwellinghouse for persons related to the occupiers of the existing dwellinghouse.
- (3) If at any time the development ceases to be required as ancillary living accommodation not to use the development other than for purposes incidental to the enjoyment of the existing dwellinghouse.

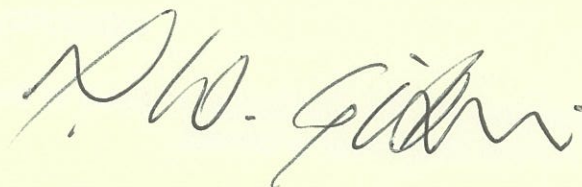
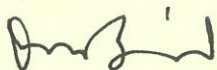
**THE COMMON SEAL of
WREXHAM COUNTY BOROUGH COUNCIL**
was hereunto affixed in the presence of:-


Chief Legal and Democratic Services Officer

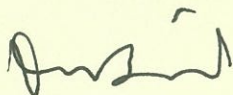


17/11

SIGNED as a Deed by
the said **TREVOR WILLIAM GIBSON**
in the presence of:-



SIGNED as a Deed by
the said **ROSEMARY GIBSON**
in the presence of:-

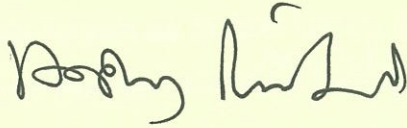


DAVID NIGEL BIRD
SOLICITOR
HOPLEY PIERCE & BIRD
5 KING STREET, WREXHAM
LL11 1HF

CERTIFICATE

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

Signed



Dated

2nd January 2011

Messrs Hopley Pierce and Bird
Solicitors
5 King Street
Wrexham
LL11 1HF