

DATED

18th MAY

2011

WREXHAM COUNTY BOROUGH COUNCIL (1)

- and -

WATKIN JONES & SON LIMITED (2)

AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990
in respect of land at Wrexham Road, Rhostyllen, Wrexham

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

SWD/10003427

THIS AGREEMENT is made on the 18th day of MAY

2011

BETWEEN:-

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall Wrexham LL11 1AY ("the Council") and
- (2) **WATKIN JONES & SON LIMITED** (Company registration number: 02539870) whose registered office is situate at Llandygai Industrial Estate Bangor Gwynedd LL57 4YH ("the Owner").

WHEREAS

- A The Council is the Local Planning Authority for the purposes of Section 106 of the Act in respect of the Land
- B The Owner is the owner of such part of the Land as remains within Title Number WA834768 including the Wildlife Corridor and there are no other legal interests in the said land.
- C The Owner has Planning Permission to develop the Land for housing.
- D The Development includes an area described as a Wildlife Corridor which adjoins the Glanyrafon Brook to the south of the site.
- E On 9 February 2011 the buffer zone for the Afon Dyfrdwy/River Dee Special Area of Conservation was extended to include Glanyrafon Brook and in order to safeguard the ecology of the Wildlife Corridor in perpetuity from the impact of the Development the Owner has agreed to enter into the obligations contained herein.

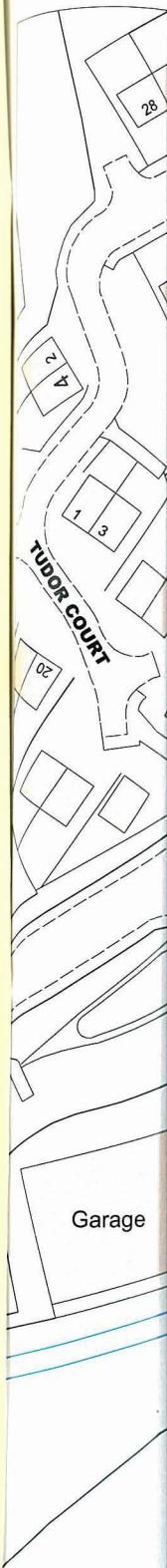
NOW THIS DEED WITNESSETH AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless the contrary intention appears the following terms shall have the following meanings:

"Act"	means the Town and Country Planning Act 1990
"Afon Dyfrdwy/River Dee SAC"	means the Afon Dyfrdwy/River Dee Special Area of Conservation
"Development"	means the development of the Land in accordance with the Planning Permission
"Land"	means the land situate at Wrexham Road Rhostyllen Wrexham shown edged in a broken blue line on the Plan
"Plan"	means the plan so marked annexed hereto
"Planning Permission"	means the planning permission granted by the Council on 13 November 2009 pursuant to application no: P/2009/0566 for the Development of the Land for residential development together with provision of public open space
"Title Plan"	means the official copy of title plan WA834768 annexed hereto
"Wildlife Corridor"	means the area to the south of plots 25-36 inclusive on the Development designated as a buffer zone for the Afon Dyfrdwy/River Dee Special Area of Conservation shown edged red on the Plan.



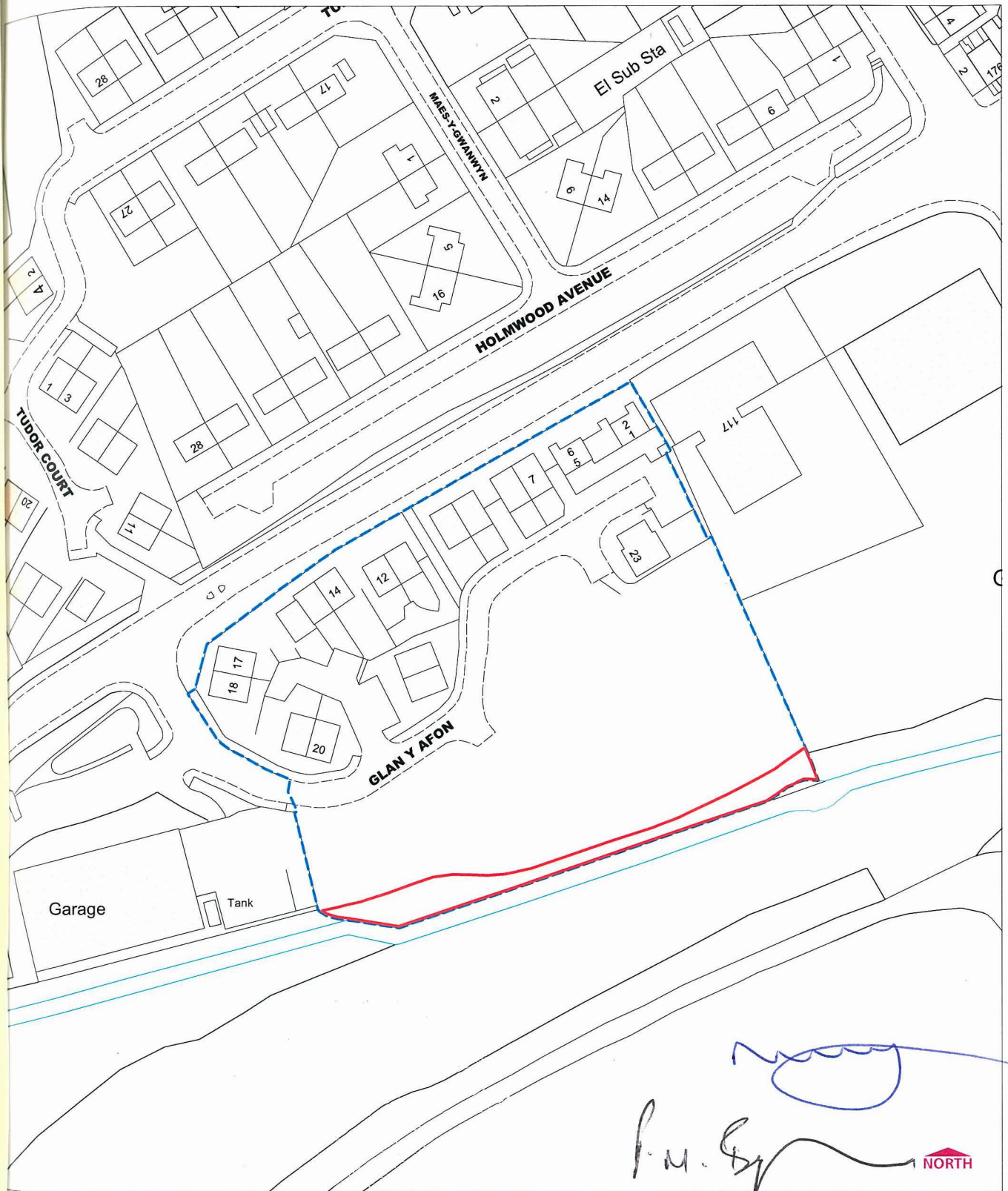
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Head of Community
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Fax 01978 292502

13/04/2011
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PLAN.



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Town & Country Planning Act 1990 Section 106 Obligation

P/2009/0566 - Land off Wrexham Road, Rhostyllen, Wrexham.

- Section 106 Boundary
- Development Site Boundary





Land Registry
Office of the Registrar
HM Land Registry

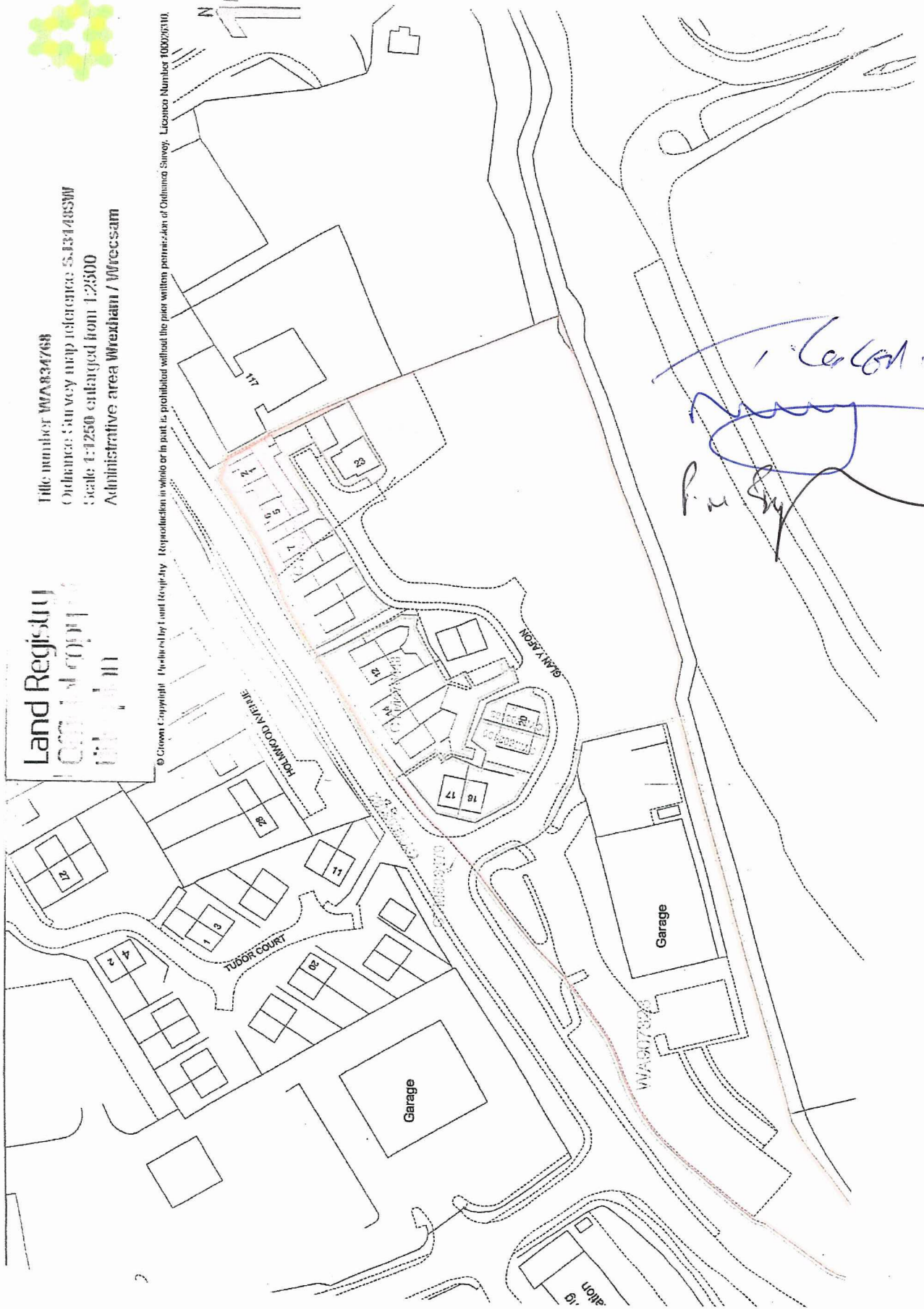
Title number WA834768

Ordnance Survey map reference S.131483W

Scale 1:1250 enlarged from 1:2500

Administrative area Wrexham / Wrexham

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Handwritten signature and date:
1. 10.10.11
P. M. Sney

1.2 **Interpretation**

- 1.2.1 A reference in this Agreement to an Act of Parliament or to any order regulation statutory instrument or the like shall include a reference to any amendment or re-enactment of the same.
- 1.2.2 Word importing the masculine gender includes the feminine gender and vice versa. Words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa.
- 1.2.3 Any heading or side notes are for ease of reference only and shall not affect the construction of this Agreement.
- 1.2.4 Wherever an obligation falls to be performed by more than one person the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.
- 1.2.5 References to any party shall include the successors in title to the party and any person deriving title through or under that party and in the case of the Council the successors to their respective statutory functions and obligations made hereunder shall bind such successors in title.

2 **LEGAL BASIS**

- 2.1 This Agreement is made pursuant to Section 106 and 106A of the Act section 111 of the Local Government Act 1972 and section 2 of the Local Government Act 2000 and all other enabling powers.
- 2.2 The obligations imposed by this Agreement relate to the Wildlife Corridor.

2.3 The obligations contained herein are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as local planning authority.

2.4 The obligations contained in this deed are:-

2.4.1 necessary to make the Development acceptable in planning terms;

2.4.2 directly related to the Development; and

2.4.3 fairly and reasonable related in scale and kind to the Development.

3 CONDITIONS

This Agreement shall come into full force and effect on the date hereof

4 LOCAL LAND CHARGE

This Agreement is a Local Land Charge for the purposes of the Local Land Charges Act 1975 and will be registered as such by the Council

5 THE OWNER'S COVENANTS

The Owner hereby covenants with the Council to comply with the obligations set out in the Schedule hereto

6 STATUTORY POWERS

Nothing herein contained or implied shall prejudice or affect the rights powers duties and obligations of the Council in exercise of its functions as a local authority highway authority and local planning authority and the rights powers duties and obligations of the Council under all public and private statutes and byelaws orders and regulations may be fully and effectually exercised in relation to the Land or any part thereof and any works executed thereon as if the Agreement had not been

executed by the Council and in particular nothing in this Agreement shall restrict the Council and/or any other local authority from exercising powers of compulsory purchase in respect of any part of the Land

7 APPROVALS

Any approval given under this Agreement or for the purpose of this Agreement shall not be deemed to be approval for any other purpose whatsoever

8 MISCELLANEOUS

8.1 The parties to this Agreement do not intend any of its terms to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement save for the avoidance of doubt it is declared that the Planning Obligations contained herein are enforceable by any successor local planning authority to the Council exercising planning powers under the Act.

8.2 The Owner shall pay to the Council on the signing hereof the sum of five hundred pounds (£500) in respect of the Council's legal costs for the preparation and execution of this Agreement

9 DISPUTE RESOLUTION

If any difference or dispute arises between the parties hereto touching or concerning their respective rights duties liabilities or obligations under or by virtue of this Agreement the same shall be referred to a member of the Royal Institution of Chartered Surveyors ("RICS") to be agreed between the parties or failing agreement upon request by one party for arbitration that party may after 21 days of that request by him request that an arbitrator be appointed by the President for the time being of RICS or his duly authorised deputy on the application of either party and in this respect such referral shall be construed as a

submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

10 JURISDICTION AND LEGAL EFFECT

10.1 This Agreement shall be governed by and interpreted in accordance with the law of England and Wales.

10.2 In so far as any clause or clauses of this Agreement are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

10.3 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

EXECUTED as a DEED on the date specified at the commencement of this Agreement.

THE SCHEDULE

In respect of the Wildlife Corridor:-

1. not to erect any structures of any kind including but not limited to concrete, wood, paving, decking and lighting;
2. not to deposit waste;
3. not to allow the accumulation of waste;
4. not to carry out or permit or allow to be carried out cutting or mowing of any grassy areas;

5. within 56 days of the date hereof to erect along the boundary between plot numbers 25 – 36 inclusive and the Wildlife Corridor a close-boarded fence or such other structure as shall have the prior approval in writing of the Council;
6. to keep in good condition and repair the close boarded fence or other structure erected in accordance with paragraph 5 above;
7. not to carry out any planting or remove any existing planting without the prior approval in writing of the Council;
8. not to undertake any maintenance work without the prior approval in writing of the Council;
9. to maintain any planting undertaken with the approval of the Council in accordance with a regime agreed in writing with the Council.

CERTIFICATE

**As Solicitors for the Owner (as defined herein) we hereby certify that
Recital B hereof is correct.**

Signed

[Handwritten signature]
[Handwritten signature]

Dated 17th May 2011

**Whitfields Solicitors
23-25 Elbow Lane
Formby
L37 4AB**

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Head o

EXECU
WATK
acting
director

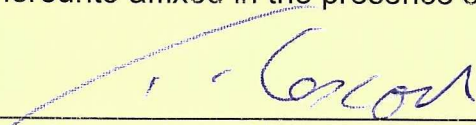
Secreta

Director

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



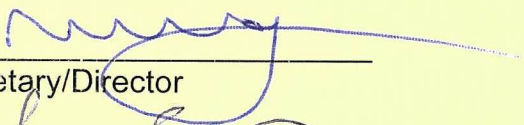
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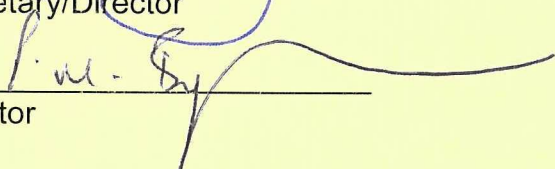

Head of Corporate and Customer Services

2011

EXECUTED as a **DEED** by
WATKIN JONES & SON LIMITED
acting by its secretary and a
director or two directors

108/11


Secretary/Director


Director