

Dated

6th February

2020

FREEDOM LAND DEVELOPMENT LIMITED (1)

And

PHIL HUGHES (2)

To

WREXHAM COUNTY BOROUGH COUNCIL (3)

UNILATERAL UNDERTAKING

Pursuant to Section 106 of the Town and Country Planning Act 1990 in respect of the Land North Road Road, Ponciau.

Stephensons Solicitors LLP

THIS DEED 6th February 2020

PARTIES

- (1) **FREEDOM LAND DEVELOPMENTS LIMITED (Company Registered No. 5906547)** 67 Bangor Road Johnstown Wrexham LL14 2SR ("the Owner")
- (2) **PHIL HUGHES** of chapter House, 5a Ffordd Dolgoed, Mold, Flintshire, CH7 1PE ("the Developer")

TO

- (3) **WREXHAM COUNTY BOROUGH COUNCIL** ("the Council") of Guildhall, Wrexham, LL1 1AY

INTRODUCTION

This Undertaking is supplemental to the Agreement dated the 9th of January 2017 between the Council, Owner and Developer, a copy of which is attached as Annex A ("the Agreement").

RECITAL

- a) The Council is the Local Planning Authority for the purposes of Section 106 of the 1990 Act for the area in which the Site is situated and by whom the obligations contained within this Undertaking are enforceable
- b) The Owner is the registered proprietor of the Site.
- c) The Owner and the Developer have agreed to enter into this Undertaking so as to create planning obligations in favour of the Council pursuant to Section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained should the planning permissions be granted.

NOW THIS DEED WITNESSES AS FOLLOWS

- 1 In this Deed** the following expressions shall have the following meanings:-

"the Applications"

means the applications for outline planning permission dated 25th May 2015 submitted to the Council for the Development and allocated reference number P/2015/0382 and the application for outline planning permission dated 13th May 2016 submitted

to the Council for the Development and allocated reference number P/2016/0458

"the Amending Applications"	means
	a) The application dated 19 th December 2019 for the variation of conditions nos 2 and 3 imposed under planning permission P/2015/0382 to extent the time limit for commencement of development by 5 years and allocated the reference number P/2019/0939
	b) The application dated 19 th December 2019 for the variation of conditions nos 2 and 3 imposed under planning permission P/2016/0458 to extent the time limit for commencement of development by 5 years and allocated the reference number P/2019/0940
"the Amending Permissions"	means planning permissions granted pursuant to the Amending Applications.
"the Principal Deed"	means a deed dated Agreement dated the 9 th of January 2017 between the Council, Owner and Developer, a copy of which is attached as Annex A
"the Land"	means the land described in the First Schedule to the Principal Deed
"the Development"	the development of the Site consistent as set out in the Applications.
"the Obligation"	means the objection set out in the Second Schedule of the Principal Deed

2 The Owner and the Developer hereby agree and declare that:-

2.1 Insofar as the Development shall be carried out pursuant to the Amending Permissions the Obligation shall be performed as if it had been contained and set out herein and as if all other provisions of the Principal Deed (excepting any which are inconsistent herewith) had likewise been repeated and set out herein

2.2 Insofar as the Development shall be carried out pursuant to the planning permission (the planning permissions pursuant to the Applications) the Obligation (as defined herein) shall continue and remain in full force and effect pursuant thereto

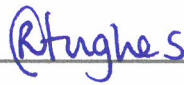
2.3 Nothing contained herein shall oblige the Owner and the Developer to perform the Obligation more than once.

- 3 **The Council** will issue the Amending Permissions pursuant to the Amending Applications on completion of this Deed.
- 4 **This Deed** constitutes a local land charge and shall be registered as such

SIGNED AS A DEED

FOR FREEDOM LAND DEVELOPMENTS LIMITED

In the presence of:



Witness signatory **REBEKAH HUGHES**

Chapter House

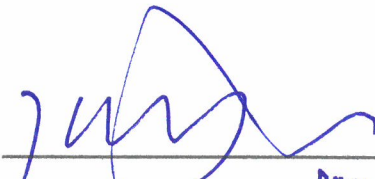
SA Ffordd Dolgoed

Mold CH7 IPE

SIGNED AS A DEED

FOR PHIL HUGHES

In the presence of:



Witness signatory **PHIL HUGHES**

Chapter House

SA Ffordd Dolgoed

Mold CH7 IPE

Annex A: The Principal Deed