

DATED

CASTLEMEAD GROUP LIMITED

- And -

WREXHAM COUNTY BOROUGH COUNCIL

TOWN AND COUNTRY PLANNING ACT 1990
SECTION 106 PLANNING OBLIGATION
BY WAY OF UNILATERAL UNDERTAKING

Relating to Development on Land at Jacques Way, Mold Road, Wrexham, LL11 2BY

(Planning Application No. P/2018/0898)

THIS PLANNING OBLIGATION BY UNDERTAKING dated

2019

Is made by DEED and is given by

- (1) **CASTLEMEAD GROUP LIMITED** whose registered office is at
Abenbury House, 17 Wilkinson Business Park, Clywedog Road South, Wrexham, LL13
9AE ("the Owner")
- (2) **WREXHAM COUNTY BOROUGH COUNCIL** of The Guildhall, Wrexham, LL11 1AY ("The
Council")

Definitions

In this Obligation

"the 1990 Act" means the Town and Country Planning Act 1990
"the Application" means the application for permission to develop the Land made under reference number P/2018/0898
"Base RPI Figure" shall mean the "All Items" index figure of the index last published prior to the date of the Deed
"the Capital Sum" means the sum of £25,000 to be paid by the Owner in lieu of on site open space provision on the Land should the land be developed pursuant to the Planning Permission
"Index" shall mean the Retail Price Index published by the office of National Statistics or its successor body to reflect changes in the cost of living in the United Kingdom provided that if the Retail Price Index is no longer published or if the basis of that Index is changed between the date of this Deed and the date that the Capital Sum is paid then any replacement for the Retail Price Index shall apply or such adjustments shall be made in the Retail Price Index as shall be specified by its publishing body
"Interest" shall mean interest at the base rate from time to time of National Westminster Bank plc

"the Land" means the land and property Known as land at Jacques Way, off Mold Road, Wrexham LL11 2BY shown edged red on the Plan
"Uplifted RPI Figure" shall mean the "All Items" index figure of the index last published prior to the date on which the Capital Sum is paid
"the Plan" means the plan attached to the Undertaking
"the Planning Permission" means the planning permission to be granted under the application
"the Payment Date" shall be the date on which the twelfth dwelling constructed pursuant to the Planning Permission is sold or occupied (whichever is the sooner)

Background

- (A) The Council is the local planning authority for the purposes of the 1990 Act in respect of the Land.
- (B) The Owner is the freehold owner of the Land
- (C) There are no other legal interests in the Land
- (D) The Application has been made to the Council for permission to develop the Land
- (E) The Owner is willing to agree an undertaking to perform the obligations set out in this Unilateral Planning Obligation in order to facilitate the grant of the Planning Permission by ensuring that the council can regulate the development proposed under the Application by securing the benefits contained in the Undertaking

Legal effect

1. This Undertaking is made under Section 106 of the 1990 Act as a Planning obligation for the purposes of Section 106 of the 1990 Act
2. The provisions of this Undertaking will not take effect until the Planning Permission has been granted
3. This Undertaking is enforceable by the Council as local planning authority
4. This Undertaking will not prevent the Council from exercising statutory powers under any legislation
5. This Undertaking is a local land charge and will be registered as such
6. The expressions "the Council" and "the Owner" includes their respective successors in title and assigns

The Covenant

7. The Owner covenants with the Council to pay the Capital Sum on the Payment Date
PROVIDED THAT if the Capital Sum Is not paid to the Council within 1 year of the date of the Deed the Capital Sum shall be increased (but not decreased) by the percentage which reflects any difference between the Uplifted RPI Figure and the Base RPI Figure
8. In the event that the Capital Sum shall not be paid within 30 days of becoming due to the Owner shall pay Interest on the outstanding amount from the day the payment becomes due to the date the payment is received by the Council and such outstanding amount shall be recoverable by action as a liquidated sum
9. The Owner shall pay the Council's reasonable legal costs in connection with the approval of this Deed

IN WITNESS of which the Owner has executed this Undertaking as a Deed
on the date first before written.

EXECUTED as a Deed by
CASTLEMEAD GROUP LIMITED
Acting by a Director

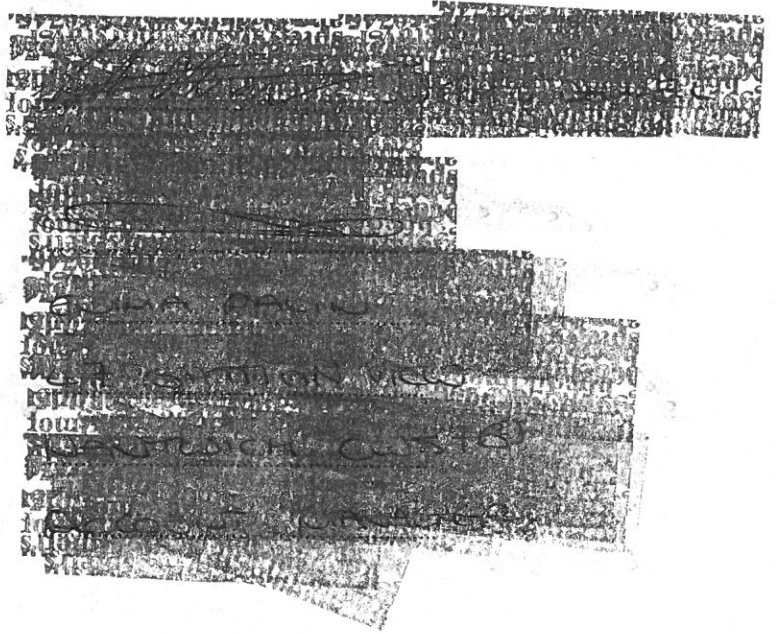
In the presence of a Witness

Witness signature

Witness name

Address

Occupation





BLOCK PLAN
SCALE - 1:200

HDS ARCHITECTURAL SERVICES Farnham Vale, 25 Marley Road, Weymouth, Dorset DT9 3DQ Tel: 01305 364443 www.hdsarchitectural.co.uk	
Project: Residential Development to Land adjoining 'Premier Inn', Josselyn Way, Weymouth	
Title: Site Plan As Proposed	Scale (A1): 1:200
Drawn By: JAM/POGO	Date: February 2013
Revision: Rev 1: Initial design proposal - 10/01/13 Rev 2: Development at 1:200 scale Rev 3: Development at 1:200 scale Rev 4: Development at 1:200 scale Rev 5: Development at 1:200 scale Rev 6: Development at 1:200 scale Rev 7: Development at 1:200 scale Rev 8: Development at 1:200 scale Rev 9: Development at 1:200 scale Rev 10: Development at 1:200 scale	