

DATED

15th December

2016

WREXHAM COUNTY BOROUGH COUNCIL (1)

- and -

**JEFFREY PATRICK PARRY and
JANICE VENETIA PARRY (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 rural enterprise occupancy and other matters
relating to land at The Delph, Acrefair (otherwise known as Talponciau Farm,
Plas Isaf, Penycae, Wrexham, LL14 1TU)

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

Ref: NR/ZS/WCBC - 022006

THIS DEED is made the 15th day of December 2016

BETWEEN:-

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY (hereinafter called "the Council") of the first part and
- (2) **JEFFREY PATRICK PARRY** and **JANICE VENETIA PARRY** of Talponciau Farm, Plas Isa, Penycae, Wrexham L14 1TU (hereinafter called "the Owner") of the other part.

WHEREAS

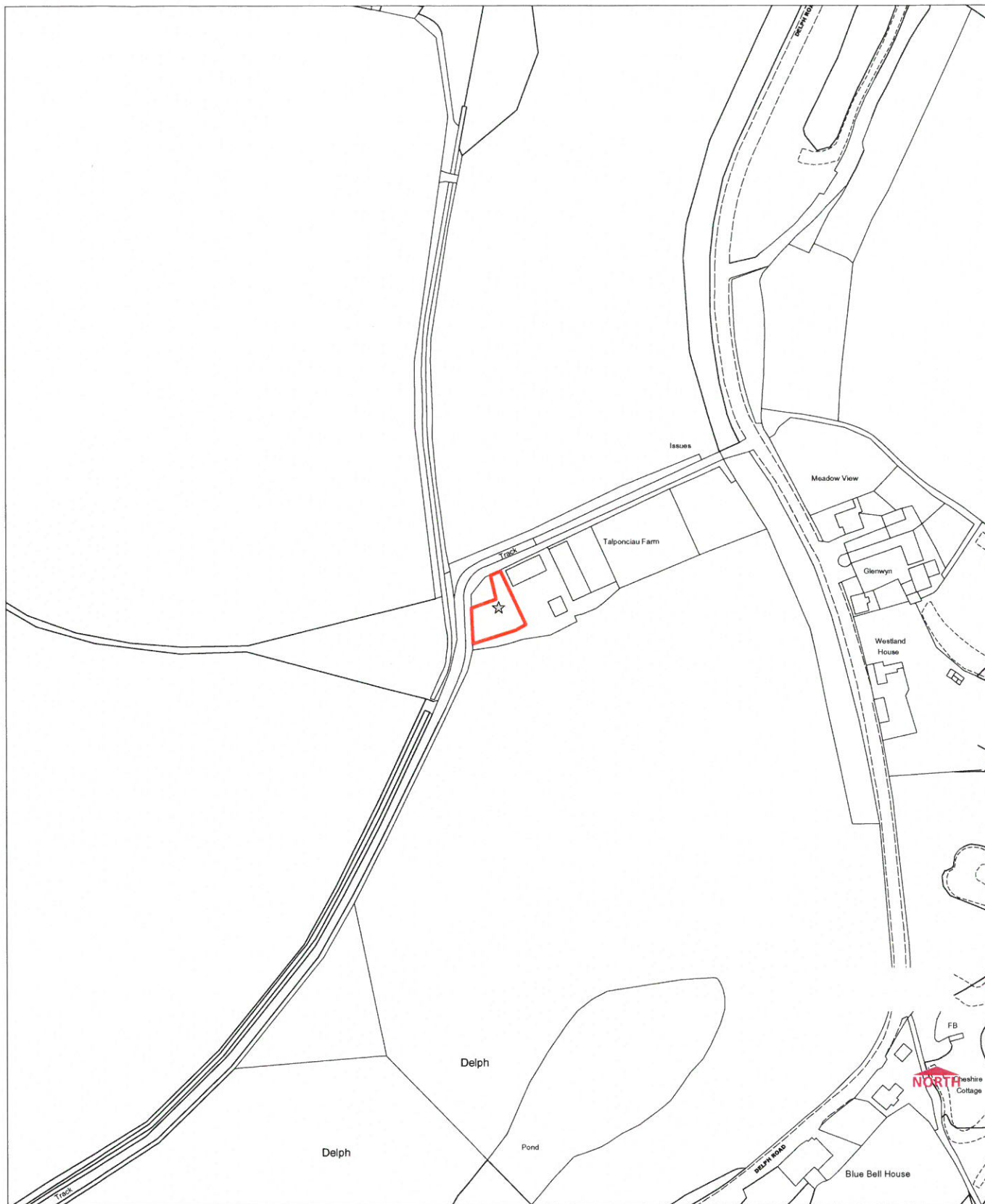
- 1) The Council is the local planning authority within the meaning of the Town and Country Planning Act 1990 (hereinafter called "the Act") for the area in which the land described in the First Schedule hereto (hereinafter called "the Land") is situate and by whom the obligations contained in this Deed are enforceable.
- 2) The Owner is the owner of the Land in fee simple free from incumbrances.
- 3) By an application dated 11th July 2016 which has been allocated code number P/2016/0679 (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 at the location shown edged red on the plan annexed hereto.
- 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 Persons comprising the Owner** hereby jointly and severally covenant with the Council to perform the obligation (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 if any successor in title to the Owner shall comprise more than one person or corporation all obligations contained herein on the part of the Owner shall be the joint and several liability of such persons or corporations.
- (vi) No party hereto shall be liable for a breach of the Obligation after they should 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 or 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



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Head of Environment and Planning
Planning Services
16 Lord Street, Wrexham LL11 1LG

Date: 14/09/2016
Scale: 1:2500
OS Sheet: SJ2843

**Town & Country Planning Act 1990
Section 106 Obligation**



P/2016/0679
Talponciau Farm, Delph Road
Acrefair
Wrexham



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 with 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 Council acknowledges payment of the sum of one thousand pounds (£1,000) representing the Council's legal costs of and incidental to the preparation of this Deed.

IN WITNESS WHEREOF the Council has executed this Deed as a deed by the affixation of its Common Seal and the persons comprising the Owner have each executed this Deed as a deed the day and year first before written.

FIRST SCHEDULE

("the Land")

The freehold land shown edged with red on the filed plan relating to title absolute numbered WA910080 registered at H. M. Land Registry at the date hereof and the name of the Owner and being Talponciau Farm, aforesaid

SECOND SCHEDULE

("the Development")

"Outline application for erection of dwelling and temporary retention of existing mobile home".

THIRD SCHEDULE

("the Obligation")

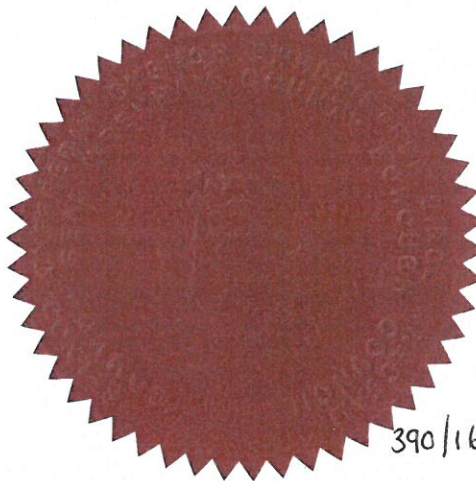
That the occupation of the dwelling comprising the Development shall be limited to:

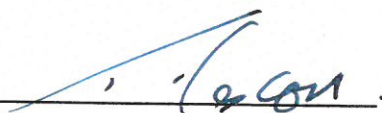
- 1.1 a person or persons solely or mainly employed or last employed on a rural enterprise (as set out in paragraph 4.3.2 of Welsh Assembly Government Technical Advice Note 6) in the locality, or
- 1.2 if it can be demonstrated that there are no persons so eligible a person or persons who would be eligible for consideration for affordable housing under the Council's policies relating to such housing, or
- 1.3 if it can be demonstrated that there are no persons so eligible (that is to say under 1.1 or 1.2 above) widows, widowers, civil partners or resident dependants of such persons

That the dwelling forming the Development shall not be the subject of a disposal whether by way of a conveyance of the freehold or the grant of a

lease or otherwise, separately from the remainder of the Land, so that any such disposal shall only be by way of a transaction including the whole of the Land **provided that** a disposal of the dwelling separately from the remainder of the Land by way of a letting (whether a service tenancy or otherwise) not amounting to a term of years shall not be considered to be a breach hereof.

EXECUTED as a **DEED** by the affixation of the **COMMON SEAL** of **WREXHAM COUNTY BOROUGH COUNCIL** in the presence of:-



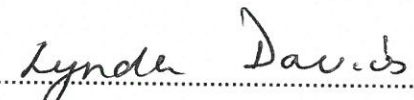

Head of Corporate and Customer Services

390/16

SIGNED as a **DEED** by the said **JEFFREY PATRICK PARRY** in the presence of:-



Witness Name:



Address:

Meadow View, Plas Issa

Pengae, Wrexham

Occupation:

Dog Groomer

SIGNED as a **DEED** by the said **JANICE VENETIA PARRY** in the presence of:-



Witness Name:



Address:

Meadow View, Plas Issa

Pengae, Wrexham

Occupation:

Dog Groomer