

**DATED**

16<sup>th</sup> April

**2015**

**WREXHAM COUNTY BOROUGH COUNCIL (1)**

**and**

**GOWER HOMES LTD (2)**

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**A G R E E M E N T**

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Pursuant to Section 106 and Section 106A of the Town and Country Planning Act  
1990  
in respect of a contribution to education provision and other matters arising from  
residential development on land off Llangollen Road, Acrefair  
in the County Borough of Wrexham

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

Ref. ND/CLJ/10002156

**THIS DEED** is made the 16<sup>th</sup> day of April Two Thousand and Fifteen **BETWEEN WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY (hereinafter called "the Council") of the first part **GOWER HOMES LIMITED** (Co. Regn. No. 1204658) whose registered office is situate at 8 Temple Row, Wrexham, LL13 8LY (hereinafter called "the Owner") of the second part

**WHEREAS**

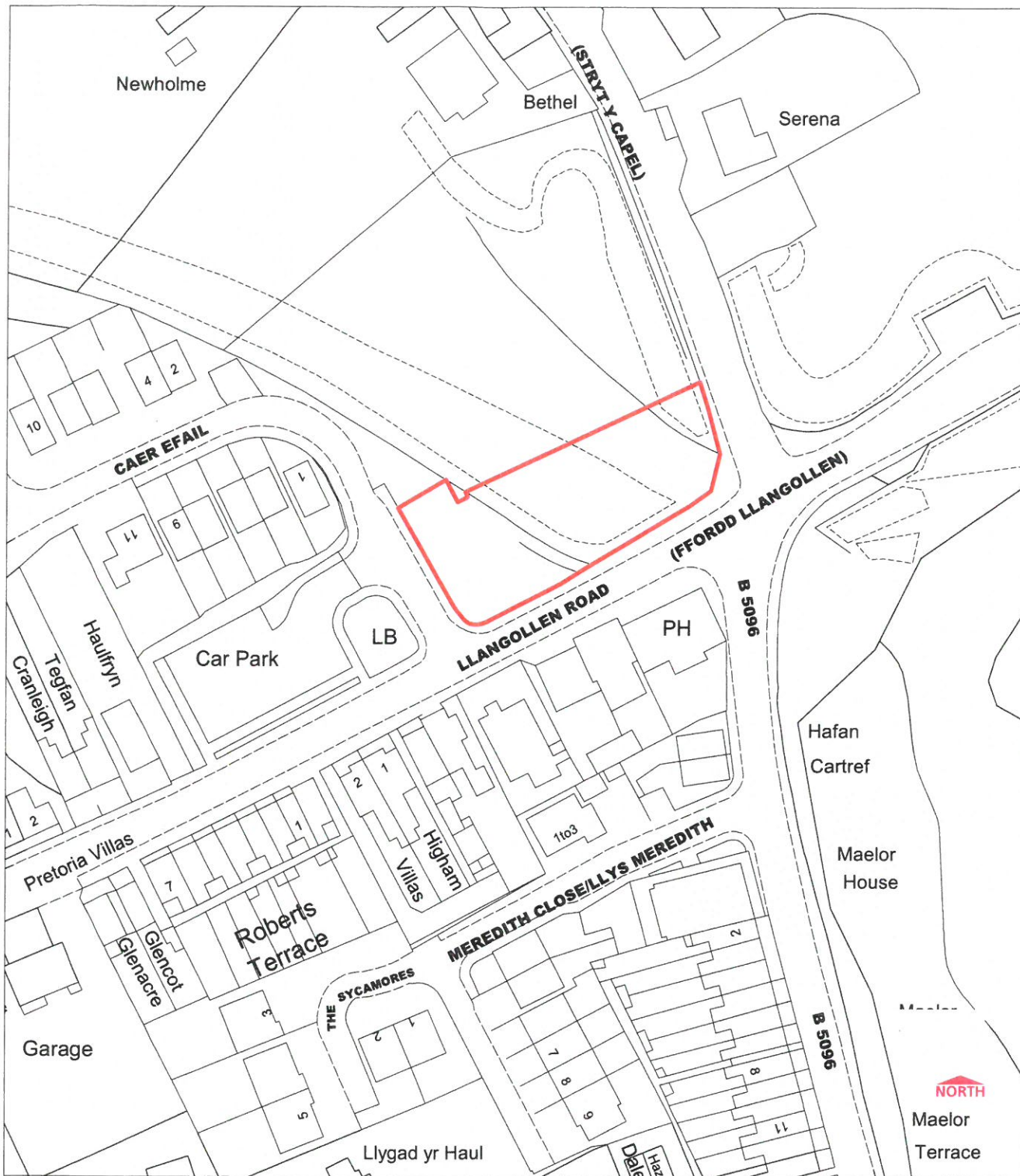
- (1) The Council is the local planning authority within the meaning of the Town and Country Planning Act 1990 (hereinafter called "the Act") for the area in which the land described in the First Schedule hereto (hereinafter called "the Land") is situate and by whom the Obligation (hereinafter defined) is enforceable
- (2) The Owner is the owner of the Land in fee simple in possession free from incumbrances
- (3) By an application received on 26 August 2009 which has been allocated code number P/2009/0719) (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 perform the obligations (hereinafter called "the Obligation") set out in the Third Schedule hereto.

**2 IT IS 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 all obligations contained herein on the part of the Owner shall be the joint and several liability of such persons
- (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 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



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Head of Community Wellbeing & Development  
Planning Services  
16 Lord Street, Wrexham LL11 1LG

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

Date: 11/02/2015  
Scale: 1:1000  
OS Sheet: SJ2743



P/2009/0719  
Land north of Llangollen Road, Acrefair

**wrexham**  
COUNTY BOROUGH COUNCIL  
CYNGOR BWRDEISTRET SIROL  
**wreccsam**

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.
- (xiii) The Owner will pay to the Council on completion of this Deed the sum of Seven hundred and fifty pounds (£750) representing the Council's legal costs of and incidental to its preparation.
- (xii) the Land so far as it lies within the area of land bound by the provisions of Part III of the third schedule to an agreement dated 4 September 2008 made between the Council the Owner and the party which was then a mortgagee thereof is released from those provisions to the intent that the said provisions shall henceforth apply only to the remainder of the land described in the said Part III

- 4 IF THE SUM** payable pursuant to the Obligation remains unspent or uncommitted for expenditure by the Council in whole or in part at any time after the tenth anniversary of the date of the payment of such sum to the Council it shall (if required by the Owner) repay the whole or such part of the said sum which has not been so expended or committed for expenditure together with any interest actually earned thereon by the Council (the Council being under no obligation to obtain the best interest rate available)

- 5     **THE** provisions of Clause 3 (xii) hereof are a modification to a planning obligation entered into by the parties hereto in accordance with Section 106A (i) (a) of the Act

**IN WITNESS WHEREOF** the Council has executed this Deed as a deed by the affixation of its Common Seal the Owner acting by one of its directors and its secretary or two of its directors has executed this Deed as a deed the day and year first before written

**FIRST SCHEDULE**  
**("the Land")**

Land off Llangollen Road, Acrefair in the County Borough of Wrexham as the same is shown edged red on the plan annexed hereto and being part of the land which is at the date hereof comprised in Title Number CYM342286 registered at H M Land Registry in the name of the Owner with title absolute

**SECOND SCHEDULE**  
**("the Development")**

"Erection of 7 two-storey dwellings"

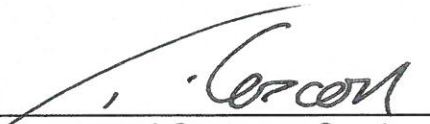
**THIRD SCHEDULE**  
**("the Obligation")**

To pay to the Council within a period of 14 days from the first date:-

- (a)     upon which three of the dwellings created by the Development are occupied the sum of Eight Thousand Six Hundred and Eighty Pounds (£8,680.00).
- (b)     Upon which all the said dwellings are occupied a like sum.

The said sums being payable to the Council as a contribution towards the provision of second education facilities within the Ysgol Rhiwabon catchment area pursuant to the requirements of the Council's published Local Planning Guidance Note No 27 entitled "Developer Contributions to Schools" (and having been calculated in accordance therewith) the same to be expended by the Council when the said catchment area and in the manner set out in the said Local Planning Guidance Note

**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



**EXECUTED** as a **DEED** by **GOWER HOMES LIMITED**

by [ MICHAEL WILLIAM FORRAN ] one of its directors and  
[ FORRAN ] another of its directors  
or its secretary in the presence of:-



  
JOHN MARTIN LEWIS  
SOLICITOR WITH  
WALTER JAYTHWAY  
23 CHESTER ST  
WREXHAM

## CERTIFICATE

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

Signed ..... Dated 23-3-2015

Walker Smith Way  
The Old Registry  
23 Chester Street  
Wrexham  
LL13 8BG