

DATED

30th September

2014

WREXHAM COUNTY BOROUGH COUNCIL (1)

- and -

OAK HOMES LTD (2)

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A G R E E M E N T

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Pursuant to Section 106 of the Town and Country Planning Act 1990  
arising in connection with planning permission for development at land on the  
east side of School Lane, Southsea, Wrexham in the County Borough of Wrexham

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

Ref. LP/MWY/10007177

**THIS DEED** is made the 30th day of September Two thousand and fourteen **BETWEEN WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall Wrexham LL11 1AY (hereinafter called "the Council") of the first part and **OAK HOMES LIMITED** (Co. Regn. No. 2087718) whose registered office is situate at 20 Highfield Road, Blacon, Chester, Cheshire, CH1 5AY (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 obligations contained in this Deed are enforceable.
- (2) The Owner is the owner of the Land in fee simple in possession and free from incumbrances.
- (3) By an application dated 4 October 2013 which has been allocated code number P/2013/0697 (hereinafter called "the Application") an 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 obligation (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 on completion of this Deed.
- (v)     the expressions "the Council" and "the Owner" shall include their respective successors in title and assigns (except for the owner or owners of any completed dwelling created upon the Land pursuant to the Planning Permission) 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 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 being the date upon which the Development is to be commenced (such notice to be served not less than 7 days before such date).

- (viii) if the party intending to implement the Planning Permission fails to serve the notice referred to in (vii) above 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.
- (xi) the Owner has paid to the Council before completion of this Deed the sum of One Thousand Two Hundred and Fifty Pounds (£1250.00) representing the Council's legal costs of and incidental to its preparation.

**3 IF ANY SUM** payable pursuant to Part I of the Obligation remains unspent or uncommitted for expenditure in whole or in part at any time after the tenth anniversary of the date of the payment thereof to the Council it shall repay to the Owner 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).

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

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

The freehold land lying on the east side of School Lane, Southsea in the County Borough of Wrexham being the property registered at the date hereof with title absolute at H.M. Land Registry in the name of the Owner under title number CYM380277.

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

"Residential development of 10 two and three bedroom dwellings and 1 detached dwellings and construction of new vehicular access"

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

**Part I**

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

- (a) upon which three of the dwellings created on the Development are occupied the sum of Fourteen Thousand Seven Hundred and Eighty Four Pounds (£14,784.00).
- (b) upon which seven of the said dwellings are occupied a like sum
- (c) upon which nine of the said dwellings are occupied a like sum

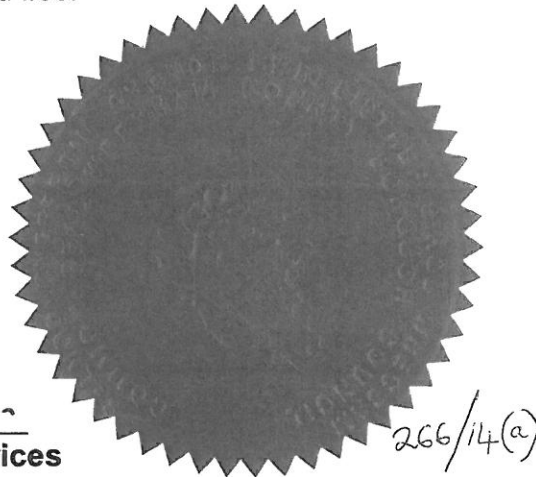
the said sums being payable to the Council as a contribution towards the provision of primary and secondary education facilities within the Gwersyllt Bryn Alyn catchment area pursuant to the requirements of the Council's published Local Planning Guidance Note No. 27 entitled "Developer Contributions to Schools" the same to be expended by the Council within the said catchment area and in the manner set out in the said Local Planning Guidance Note.

## Part II

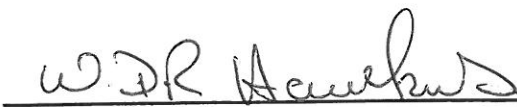
To pay to the Council within a period of 14 days from the first date upon which six of the dwellings created on the Development are occupied the sum of Seven Thousand Five Hundred Pounds (£7,500.00) being a sum payable to the Council in lieu of the provision of on-site open space on the Development and in accordance with the provisions of the Council's Local Planning Guidance Note No.10 entitled "Public Open Spaces on New Housing Developments" the said sum to be expended by the Council for the improvement of existing public open space within the area of the Broughton Community Council within which the Land lies.

**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**



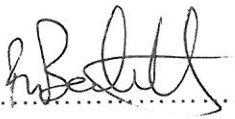
**EXECUTED** as a **DEED** by the said  
**OAK HOMES LIMITED**  
and signed by William Derek Roger Hawkins, a Director  
and Georgina Vera Hawkins, a Director and Secretary.

  
\_\_\_\_\_  
**William Derek Roger Hawkins - Director**

  
\_\_\_\_\_  
**Georgina Vera Hawkins - Director and Secretary**

## CERTIFICATE

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

Signed .....  ..... *solicitor* Dated ..... *11<sup>th</sup> September* ..... 2014

*on behalf of*  
Bartletts Solicitors  
16 Nicholas Street, Chester CH1 2NX  
DX: 19989 – Chester