

DATED: 3rd JULY 2014

WREXHAM COUNTY BOROUGH COUNCIL

and

STEPHEN PAINTER

and

LLOYDS BANK PLC

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 Halghton Lane Farm, Bangor-on-Dee,
Wrexham

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

Ref. TS/10007260

THIS DEED is dated 3rd JULY 2014

BETWEEN

WREXHAM COUNTY BOROUGH COUNCIL of Guildhall, Wrexham, LL11 1AY ("the Council") of the first part and **STEPHEN PAINTER** of Whitchurch Road, Bangor on Dee, Wrexham LL13 0BD ("the Owner") of the second part and **LLOYDS BANK PLC** whose Registered Office is situated at 25 Gresham Street, London (Company Registration Number 00002065) but whose address for service for the purpose of this Deed is Pendeford Securities Centre, Wobaston Road, Wolverhampton WV9 5HZ ("the Mortgagee") of the third part.

WHEREAS

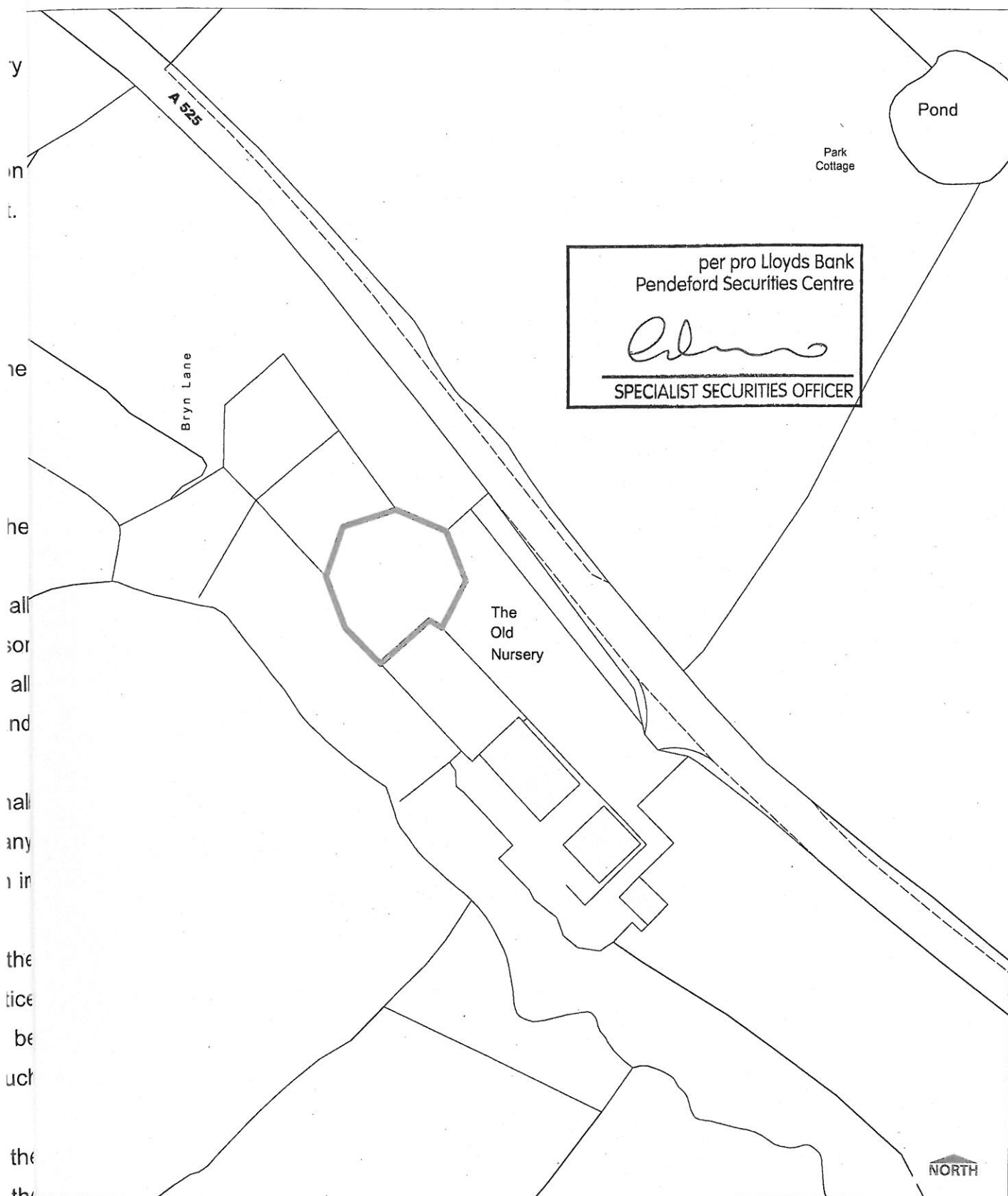
- (1) The Council is the local planning authority within the meaning of the Town and Country Planning Act 1990 ("the Act") for the area in which the land described in the First Schedule of this Agreement ("the Land") is situated and by whom the obligations contained in this Deed are enforceable.
- (2) The Owner is the owner of the Land with title absolute.
- (3) By an application dated 5th October 2012 which has been allocated code number P/2012/0728 ("the Application") application has been made to the Council for planning permission for the development specified in the Second Schedule hereto ("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.
- (5) The Land is subject to a registered charge in favour of the Mortgagee dated 13th October 2004.

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 of this Agreement

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 Owner who made Application on completion of this Deed.
- (v) The expressions "the Council", "the Owner" and "the Mortgagee" 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 the 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 have parted with all interest in the Land but this provision shall not affect the liability of such party in respect of any antecedent breach of the Obligation existing 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 Development is to be commenced (such notice to be served not less than seven days before the 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.



per pro Lloyds Bank
Pendeford Securities Centre

[Signature]

SPECIALIST SECURITIES OFFICER

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ad of Community Wellbeing and Development
(Planning Services)
Lord Street, Wrexham
11LG
phone 01978 292017
ning@wrexham.gov.uk

Town & Country Planning Act 1990
Section 106 Obligation



P/2012/0728
Halghton Holdings, Whitchurch Road
Bangor on Dee
Wrexham

5/2014
le 1:1250
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- (x) This Deed will not prevent the Council from exercising its statutory powers under any legislation.
- (xiii) The Council acknowledges payment of the sum of one thousand pounds (£1000.00) representing the Council's legal costs of and incidental to the preparation of this Deed.

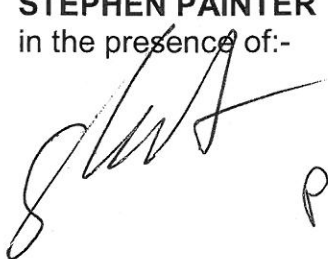
- 3 By entering into this Agreement and to accord with a registered charge dated 13th October 2004 in respect of the Land, the Mortgagee acknowledges and approves the Obligation described in the Third Schedule of this Agreement.
4. Notwithstanding the terms contained in this Agreement the parties agree that the Mortgagee shall only be liable for any breach of the Obligation during such periods (if any) as it is the Mortgagee in possession of the Land and then only if the Mortgagee has caused such breach to have been occasioned and provided further for the avoidance of doubt that the Mortgagee shall not in any event be liable for any breach arising prior to becoming Mortgagee in possession of the Land regardless of whether or not such pre-existing breach shall continue for any period during which it is the Mortgagee in possession of the Land.

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

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
Legal Services Manager

SIGNED as a DEED by the said **STEPHEN PAINTER** in the presence of:-


P HELLAWELL



175/14
PICASSO HAIR
HIGH STREET
BANGOR ON DEE
WREXHAM
LL13 0AU
STYLIST.

EXECUTED as a Deed but not delivered until the date hereof by **LLOYDS BANK PLC** acting by an Authorised Signatory:-

.....
Duly Authorised Signatory

SIGNED AS A DEED

BY IAN PAUL REDGATE
as authorised signatory for
Lloyds Bank

in the presence of (signature of witness)

.....
Wobaston Rd, Wolverhampton WV9 5HZ

Per Pro
Lloyds Bank

FIRST SCHEDULE
("the Land")

The freehold land shown edged red on the title plan for Title Number WA439362 registered at the Land Registry at the date hereof in the name of the Owner and being land at Halghton Lane Farm, Bangor on Dee, Wrexham LL13 0BD.

SECOND SCHEDULE
("the Development")

The erection of an agricultural workers dwelling on the Land.

THIRD SCHEDULE
("the Obligation")

- 1 That the occupation of the agricultural workers dwelling on the Land 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
- 2 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 either 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.