

Dated

26TH APRIL

2013

WREXHAM COUNTY BOROUGH COUNCIL (1)

- and -

**MESSRS G.W., J.A.W. and M.W. JONES
and PENSIONER TRUSTEES LIMITED (2)**

- and -

CARLTON (NORTH WALES) LTD. (3)

A G R E E M E N T

**Pursuant to Section 106 of the Town and Country Planning Act 1990
in respect of an education contribution arising from development on land
known as New Foundry Buildings, Gutter Hill, Johnstown, 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/CLJ/10005723

THIS DEED is made the 26th day of APRIL Two thousand and thirteen **B E T W E E N WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY (hereinafter called "the Council") of the first part **GLYN WATKIN JONES** and **JENNIFER ANNE WATKIN JONES** of Y Glyn, Holyhead Road, Bangor, Gwynedd, LL57 2HX, **MARK WATKIN JONES** of Sŵn y Mor, Griffiths Crossing, Caernarfon, Gwynedd, LL55 1TS and **PENSIONER TRUSTEES LIMITED** (Co. Regn No. 01412599) whose registered office is situate at Chalfont Court, Hill Avenue, Amersham, Buckinghamshire, HP6 5BB (hereinafter called "the First Owner") of the second part and **CARLTON (NORTH WALES) LIMITED** (Co. Regn No. 00382988) whose registered office is situate at c/o Heritage Holdings (North Wales) Limited, Llandygai Industrial Estate, Llandygai, Bangor, Gwynedd, Wales LL57 4YH (hereinafter called "the Second Owner") of the third 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 and shown edged red on the attached plan (hereinafter called "the Land") is situate and by whom the obligations contained in this Deed are enforceable.
- (2) The First Owner is the owner of that part of the Land described in the first part of the First Schedule in fee simple in possession free from incumbrances.
- (3) The Second Owner is the owner of that part of the Land described in the second part of the First Schedule in fee simple in possession free from incumbrances.
- (4) By an application dated 1 August 2012 which has been allocated code number P/2012/0561 (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** First Owner and the Second Owner hereby jointly and severally covenant with the Council (each so as to bind that part of the Land to which it has title) 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" "the First Owner" and "the Second Owner" shall include their respective successors in title and assigns and persons or corporations comprising any successor in title to the First Owner or the Second Owner shall each be jointly and severally liable to the Council for the performance of the Obligation
 - (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



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Head of Community Wellbeing and Development

Planning Services

16 Lord Street, Wrexham

LL11 1LG

Telephone 01978 292017.

03/04/2013

Scale 1:1000

SJ 2946

Town & Country Planning Act 1990
Section 106 Obligation



P/2012/0561

New Foundry Buildings
Gutter Hill, Johnstown
Wrexham

Director, Pensioner Trustees Ltd

Director, Pensioner Trustees Ltd



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) the Council acknowledges payment of the sum of one thousand pounds (£1000) representing the Council's legal costs of and incidental to its preparation
- (xi) this Deed will not prevent the Council from exercising its statutory powers under any legislation

3 IF the sum payable pursuant to 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 the Council shall (if required by the parties who had paid the same to the Council) repay to those parties the whole or such part of the said sum which has not been so expended nor committed for expenditure together with any interest actually earned thereon by the Council (the Council being under no obligation to obtain the best interest available).

IN WITNESS WHEREOF the Council has executed this deed as a deed by the affixation of its Common Seal the natural persons comprised in the First Owner have each executed this deed as a deed and the two corporations aggregate respectively comprised in the First Owner and the Second Owner each acting by two of its directors or one of its directors and its secretary has executed this deed as a deed the day and year first before written

FIRST SCHEDULE

("the Land")

Part 1

ALL THAT piece or parcel of land being land and buildings on the south side of Gutter Hill, Johnstown in the County Borough of Wrexham, being the land registered at the date hereof at H M Land Registry with freehold title absolute in the name of the First Owner under title number WA792262.

Part 2

ALL THAT piece or parcel of land adjoining and lying to the north-east of the land described in Part 1 of this Schedule (the same being principally occupied by a car park) and being part of the land comprised in title number W624385 and which is registered at H M Land Registry at the date hereof with freehold title absolute in the name of the Second Owner.

SECOND SCHEDULE

("the Development")

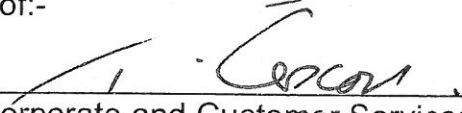
CHANGE OF USE of New Foundry Buildings from offices (class B1) to 12 residential apartments (class C3) together with associated external and internal alterations, landscape works and other ancillary works.

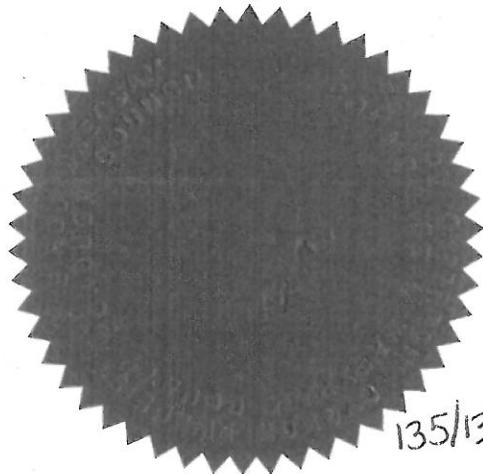
THIRD SCHEDULE

("the Obligation")

To pay to the Council within a period of 14 days from the first date upon which six of the two-bedroomed dwellings created by the Development are occupied the sum of Fifteen Thousand Six Hundred and Eighty Pounds (£15,680) the said sum being payable to the Council as a contribution towards the provision of primary education facilities within the Ysgol y Grango, Rhosllanerchrugog 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.

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 **GLYN WATKIN**

JONES in the presence of:- 

WATKIN JONES GROUP
LLANDYFAL INDUSTRIAL ESTATE, BANGOR, GWYNEDD, LL57 4TH
JOANNE GILPIN
SECRETARY

EXECUTED as a **DEED**
by the said **JENNIFER ANNE**
WATKIN JONES

in the presence of:- 

WATKIN JONES GROUP
LLANDYFAL INDUSTRIAL ESTATE, BANGOR, GWYNEDD, LL57 4TH
JOANNE GILPIN
SECRETARY



EXECUTED as a DEED
by the said **MARK WATKIN**
JONES in the presence of:- 

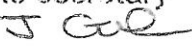
WATKIN JONES GLOW
LLANDYDGAU INDUSTRIAL ESTATE, BANGOR, GWYNEDD, LL57 4YH
JOANNE GILPIN
SECRETARY

EXECUTED as a DEED
by the said **PENSIONEER**
TRUSTEES LIMITED acting
by two of its directors or one
of its directors and its secretary
in the presence of:- 

X  DIRECTOR

X  DIRECTOR

KELLY RUSH
BARNETT WAODDINGHAM LLP
PORT OF LIVERPOOL BUILDING
PIER HEAD, LIVERPOOL, L3 1BW
SSAS ADMINISTRATOR

EXECUTED as a DEED
by the said **CARLTON**
(NORTH WALES) LIMITED
acting by two of its directors or one
of its directors and its secretary
in the presence of:- 



WATKIN JONES GLOW
LLANDYDGAU INDUSTRIAL ESTATE, BANGOR, GWYNEDD, LL57 4YH
JOANNE GILPIN
SECRETARY

CERTIFICATE

As solicitors for the First Owner and the Second Owner (as defined in the within written deed) we hereby certify that recitals (2) and (3) thereof are correct

Signed 

Dated: 26.04.2013

Penny Cranston
Partner-Real Estate
Pannone LLP
123 Deansgate
Manchester
M3 2BU