

DATED

17TH APRIL

2012

WREXHAM COUNTY BOROUGH COUNCIL (1)

- and -

WCE PROPERTIES LTD (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 planning obligations arising from residential development at the former Queens Head Public House, Glanllyn Road, Bradley in the County Borough of Wrexham

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

Ref. LP/ZS/10004939

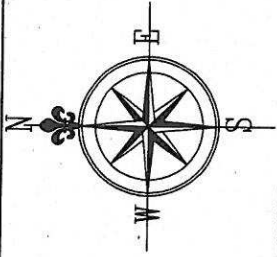
THIS DEED is made the 17th day of APRIL • Two thousand and twelve
BETWEEN WREXHAM COUNTY BOROUGH COUNCIL of Guildhall Wrexham LL11
1AY (hereinafter called "the Council") of the one part and **WCE PROPERTIES LIMITED**
(Co. Regn. No. 5905452) whose registered office is situate at Mynydd Awel, Mold
Business Park, Maes Gwern, Mold, Flintshire, CH7 1XN (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 in possession free from financial incumbrances.
- (3) By an application dated 23 November 2011 which has been allocated code number P/2011/0709 (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:-

THE Owner hereby covenants with the Council to perform the obligation (hereinafter called "the Obligation") set out in the Third Schedule hereto



SCHEDULE

G	4 BED DETACHED	2
R1	4 BED DETACHED	3
M	4 BED DETACHED	4
L	3 BED DETACHED	4
TOTAL		13

For tree removal, protection and new planting schemes see details provided by Tree Solutions

--- 0.6m high knee rail to define POS (940 sq metres)

EXISTING FOOTPATHS TO BE WIDENED AS AGREED ON LAYOUT

Rev A Area edged blue deleted.

CARTWRIGHT

Architectural & planning services

2 Hillcrest Avenue, Holmes Chapel, Cheshire. CW4 7DU.

Telephone and Fax No. 01477 533298

E-mail - robert.cartwright@btinternet.com

CLIENT

S. G. Estates Ltd

CONTRACT

Land at Glan - Llyn Road
Wrexham

DWG TITLE:

P.O.S. ADOPTION PLAN
(PRINT AT A3 FOR 1:500)

SCALE: 1:500 @ A3

DATE: MARCH 2012

DWG No.

POS AP 1

Rev A

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 Owner 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 in a written notice served upon the Council by the party intending to carry out the Development as 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 carry out the development 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) if either or both of the sums payable pursuant to paragraphs "(b)" and "(c)" of the Obligation do not fall to be paid within 2 years of the date of this Deed the said sums shall be increased in proportion to the increase in the Index of Retail Prices maintained by the Office of National Statistics between the date of this Deed and the date upon which the said sums fall to be paid.
- (xi) the parties to the Transfer (hereinafter defined) shall each bear their own legal costs in connection therewith.
- (xii) insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- (xiii) this Deed will not prevent the Council from exercising its statutory powers under any legislation.
- (xiv) the Owner will pay to the Council on completion of this Deed the sum of One thousand Pounds (£1,000) representing the Council's legal costs of and incidental to its preparation.

THE Council undertakes with the Owner that forthwith upon execution of the Transfer and payment of the sum stipulated in paragraph "(b)" of the Third Schedule hereto the Council will apply to the Chief Land Registrar for entry of the Council as registered proprietor of the land the subject of the Transfer on the registers of title pursuant to the Land Registration Act 2002.

NOTHING in this deed shall oblige the Council to expend the sum of money referred to in paragraph "(b)" of the Third Schedule hereto or any other specific sum upon the maintenance of the public open space on the Development and the

expenditure of the said sum shall be at the sole discretion of the Council in relation to the time when and the location or locations in respect of which it shall be disbursed.

- 5 **THE** parties hereto hereby agree and acknowledge that if the Planning Permission is implemented the sum payable pursuant to the obligation contained in the deed between them dated 15 February 2011 will be Twenty nine thousand six hundred Pounds (£29,600).

IN WITNESS WHEREOF the Council has executed this Deed as a deed by the affixation of its Common Seal and the Owner 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")

The Queens Head, Glanllyn Road, Bradley, Wrexham, LL11 4BA being the premises registered at H.M. Land Registry at the date hereof in the name of the Owner with title absolute under title number CYM19104.

SECOND SCHEDULE
("the Development")

"Submission of reserved matters pursuant to outline planning permission P/2010/0871 (design, appearance, landscaping, access and layout). Residential development consisting of 13 No. dwellings"

THIRD SCHEDULE
(“the Obligation”)

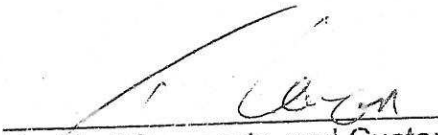
- (a) Within 21 days of the end of the period of one year referred to in condition No. 7 subject to which the Planning Permission will be granted to execute a transfer of the unincumbered freehold interest with vacant possession of the Owner in the area of public open space referred to in that condition (the same being shown edged red on the plan annexed hereto) to the Council (the document effecting such transfer being herein elsewhere referred to as ‘the Transfer’) in a form including the provisions set out in the Fourth Schedule hereto.
- (b) Upon the date of the Transfer to pay to the Council the sum of Thirteen thousand Pounds (£13,000) being a sum representing the costs of future maintenance of the said area of public open space.
- (c) Within a period of 14 days from the first date upon which three of the dwellings created by the Development are occupied to pay to the Council the sum of Twelve thousand Pounds (£12,000) to be used by the Council for the purposes of improvement of existing Council owned children’s play facilities in the vicinity of the Development.

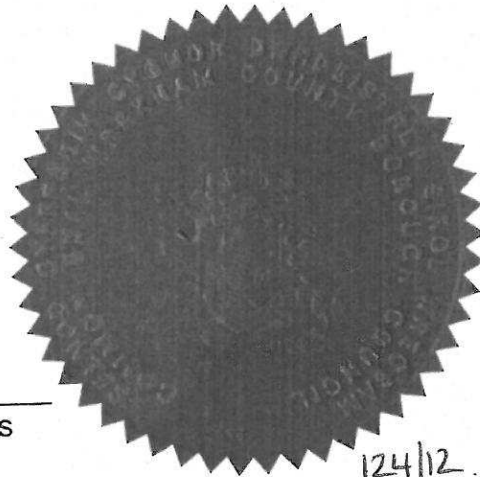
FOURTH SCHEDULE

- (a) A consideration of One Pound (£1.00) which shall actually be paid.

- (b) A covenant by the Council that the area of public open space shall not be used otherwise than as open space for the public amenity (such covenant to bind each and every part of the public open space for the benefit of the remainder of the Land and each and every part thereof).
- (c) A covenant by the Council to maintain the said area of public open space in a condition fit for use as such (such covenant to bind each and every part of the public open space for the benefit of the Land and each and every part thereof).
- (d) An exception and reservation in favour of the remainder of the Land of rights and easements in respect of drainage and conducting media so far as the same shall be in existence on the date of the Transfer or required for the purposes of carrying out the Development together with rights of entry upon the said public open space to lay, inspect, renew, repair and replace the said drains and conducting media subject to the proviso that such exceptions, reservations and rights of entry shall not materially restrict, prejudice or detrimentally affect any of the landscaping planting amenity works or vegetation upon the public open space.

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



124/12

EXECUTED as a DEED by
WCE PROPERTIES LIMITED

by ~~CORUNY SOWSEN~~ a director
and ~~PAULA SOWSEN~~ another director
or the secretary in the presence of:-



NEIL ANDERSON
14 NICHOLAS COURT
CROSTY

CERTIFICATE

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

Signed  Dated 17th APRIL 2012

Neil Anderson Esq.
Solicitor to WCE Properties Limited
Mynydd Awel
Mold Business Park
Maes Gwern
Mold
Flintshire
CH7 1XN