

DATED

17TH MAY

2012

WREXHAM COUNTY BOROUGH COUNCIL (1)

CASTLEMEAD GROUP LTD (2)

- and -

NATIONAL WESTMINSTER BANK PLC (3)

A G R E E M E N T

Pursuant to Section 106 of the Town and Country Planning Act 1990
arising in connection with planning permission for development at Jaques Yard,
Regent Street, 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/10005051

THIS DEED is made the 17TH day of **MAY** Two thousand and twelve **B E T W E E N WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall Wrexham LL11 1AY (hereinafter called "the Council") of the first part **CASTLEMEAD GROUP LIMITED** (Co. Regn. No. 2985505) whose registered office is situate at Unit 17, Wilkinson Business Park, Clywedog Road South, Wrexham Industrial Estate, Wrexham, LL13 9AE (hereinafter called "the Owner") of the second part and **NATIONAL WESTMINSTER BANK PLC** (Co. Regn. No. 929027) whose registered office is situate at 135 Bishopsgate, London, EC2M 3UR (hereinafter called "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 (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 subject to the legal charge next herein recited but otherwise free from incumbrances.
- (3) By a legal charge dated 14 December 2006 made between the Owner of the one part and the Mortgagee of the other part the Land was charged by way of legal mortgage to the Mortgagee.
- (4) The Mortgagee has agreed to join in this deed in the manner hereinafter appearing.
- (5) By an application dated 1 December 2011 which has been allocated code number P/2011/0884 (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.

- (6) 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 **THE MORTGAGEE** acknowledges that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the Obligation and that the security of the Mortgagee over the Land shall take effect subject to this Deed provided that the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it will be bound by the Obligation as if it were a person deriving title from the Owner.
- 3 **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 Owner" and "the Mortgagee" shall 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 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 will pay to the Council on completion of this Deed the sum of One Thousand Pounds (£1,000.00) representing the Council's legal costs of and incidental to its preparation.
- (xii) In the event that the amount of the sum payable to the Council pursuant hereto cannot be agreed between the parties hereto within a period of

three months from the date upon which the said sum falls due the determination of the said sum shall be referred by the parties hereto to a person appointed by the President for the time being of the Royal Institution of Chartered Surveyors whose decision (except in the case of manifest error) shall be final and binding on both the Council and the Owner and whose costs shall be paid by the Owner

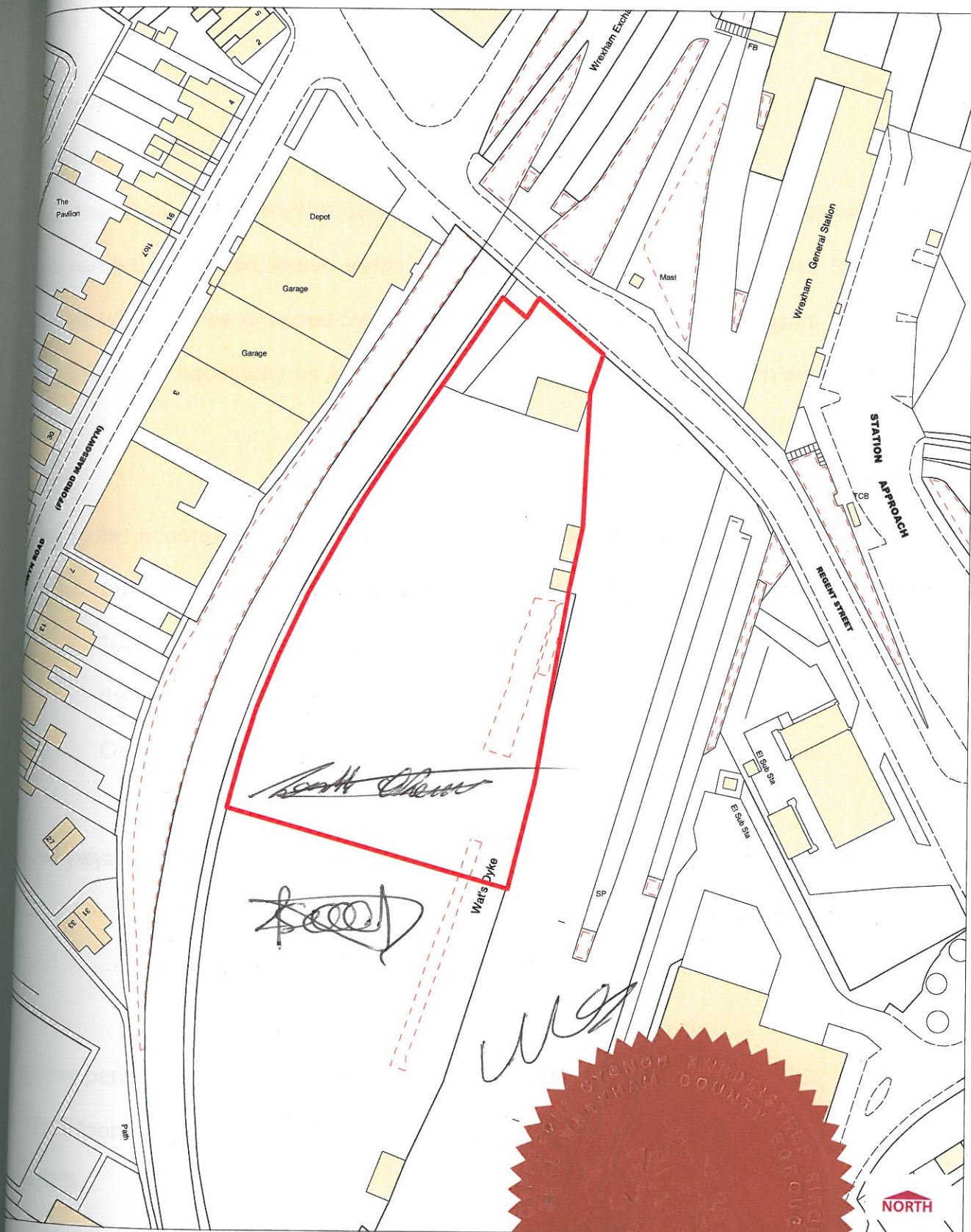
IN WITNESS WHEREOF the Council has executed this Deed as a deed by the affixation of its Common Seal the Owner acting by one of its directors and its secretary or two of its directors has executed this Deed as a deed and the Mortgagee acting by its duly authorised attorney has executed this Deed as a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

FIRST SCHEDULE
("the Land")

The freehold land which is shown delineated and edged red on the plan attached hereto being land on the south side of Regent Street, Wrexham and which is part of the property registered at the date hereof with title absolute at H.M. Land Registry in the name of the Owner under title number WA451489

SECOND SCHEDULE
("the Development")

"Erection of hotel (use class C1), creation of new access road, associated car parking, landscaping , improvement works to Wats Dyke and other associated works."



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Community Wellbeing and Development
Services
Street,

01978 292017.
78 292502

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1250

Town & Country Planning Act 1990 Section 106 Obligation



P/2011/0884
Site of Former Jaques Yard
Regent Street
Wrexham

wrexham
COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL
wreccsam

THIRD SCHEDULE ("the Obligation")

y to the Council a sum ("the Sum") representing the future cost of maintenance replacement of the additional traffic signals ("the Equipment") on Regent Street said which are to be provided by the Owner as part of the works to Regent Street said which are necessary as a consequence of the Developments such sum to be ated:-

- (a) In accordance with the principles advice and formulae (so far as applicable to the case) set out in the document ("the Document") entitled "*Commuted Sums for Maintaining Infrastructure Assets*" published under the auspices of the County Surveyors Society; and
- (b) On the basis of the particulars set out in the Fourth Schedule hereto

to fall payable upon first use of the Development

FOURTH SCHEDULE

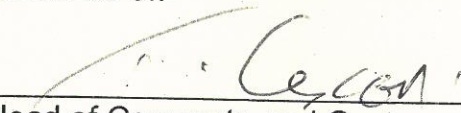
Time period over which the Sum is to be calculated – 60 years.

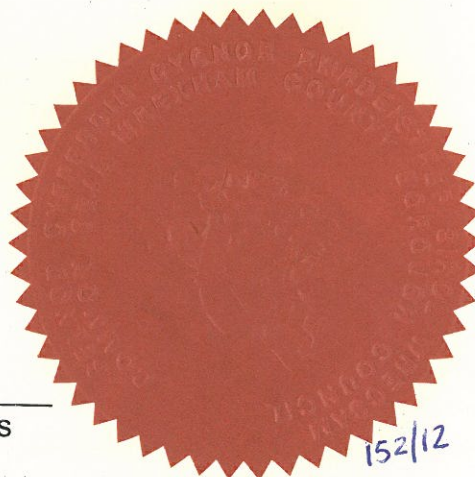
The "periodic discount rate" (as set out in Appendix Five of the Document) – 2.2%.

Assumed dates for replacement of the Equipment – 30 years and 60 years from the date of first use.

The Sum to include the cost of annual maintenance inspection and overhaul.

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
CASTLEMEAD GROUP LIMITED
acting by
and
one of its directors and its secretary/
~~two of its directors~~ in the presence of:-


LEANNE MUTTON
28 BOD OFFA DRIVE
BUCKLEY
CH7 2PB




EXECUTED as a **DEED** for and on
behalf of **NATIONAL WESTMINSTER**
BANK PLC by
its duly authorised attorney
in the presence of:-


LEE WHITE
DOCUMENTATION
CREDIT DOCUMENTATION



CERTIFICATE

olicitors for the Owner (as defined in the within written deed) we hereby certify that
tal (2) thereof is correct

ed *Napthurs* Dated *17/5/12* 2012

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inckley Square
ston
3JD