Planning Obligation by Deed of Agreement by way of Unilateral Undertaking under Section 106 of the Town and Country Planning Act 1990

relating to Land at Wrexham Road, Rhostyllen, Wrexham, LL14 4DH

Dated : 12 March 2026

S G ESTATES LTD

DATE 12 March 2026

PARTIES

S G ESTATES LTD (registered Co. No. 05145645) of The Croft House, Old Wrexham Road, Gresford, Wrexham LL12 8UA ("the Owner")

INTRODUCTION

(1) The Council is the local planning authority for the purposes of this Deed and the Town & Country Planning Act 1990 (as amended) for the area within which the property described in the First Schedule hereto is situate and is the local planning authority by whom a planning obligation is enforceable

(2) The Owner is the registered proprietor of part of the Site (title number WA775230) and has Contracted to acquire the remainder of the Site

(3) The Owner has submitted the Application to the Council and the parties have agreed to enter into this deed in order to secure the planning obligations contained in this Deed

(4) The Owner gives this Undertaking to perform the obligations set out in this Deed

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Act"	means the Town and Country Planning Act 1990
"Application"	means an application for planning permission under code number P/2024/1386
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes

	of this Deed and for no other purpose) operations consisting of site clearance, demolition work, earth works, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" or "Commenced Development" shall be construed accordingly
"Commencement of Development of a Dwelling Phase"	the carrying out of a Material Operation within a Dwelling Phase notwithstanding that the Planning Permission may have been implemented
"Council"	means Wrexham County Borough Council of Guild Hall Wrexham LL11 1AY
"Development"	means the development of the Site as set out in the Application
"Dwellings"	means the residential units (including houses, flats or maisonettes) permitted as part of the Development which shall include for the avoidance of doubt Market Housing Units and Affordable Housing Units
"Dwelling Phase":	any Phase of the Development that comprises a Dwelling
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics
"Interest"	interest at 5 per cent above the base lending rate of the Barclays Bank Plc from time to time
"Market Housing Unit"	means a Dwelling that is not an Affordable Housing Unit
"Occupation"	the physical use of land or buildings permitted by the Planning Permission but not including occupation by personnel engaged in construction or fitting out, or occupation for marketing and display, or occupation in relation to security operations

	and **Occupy**, **Occupied** and **Occupier** shall be construed accordingly.
"Plan 1"	means the plan exhibited in the Third Schedule
"Plan 2"	means the plan exhibited in the Fourth Schedule
"Planning Permission"	means the planning consent reference P/2024/1386 dated 12 day of March 2026
"Previous Permission"	means the planning consent reference P/2008/1063 and reserve matters approval P/2007/0686 relating to the land edged red on Plan 2
"Site"	means the property depicted by the Plan 1 and described in the First Schedule

2 CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.

3 LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner

4 THE OWNER'S COVENANTS

Owner Covenants

4.1 The Owner shall serve on the Council a notice of Commencement of Development not less than two days before Commencement of Development.

4.2 The Owner covenants with the Council as set out in Schedule two of this Deed

5 MISCELLANEOUS

5.1 The Owner shall pay the Council on the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this Deed.

5.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

5.3 This Deed shall be registrable as a local land charge by the Council.

5.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by Council's Chief Officer – Planning and Economy and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

5.5 Following the performance and satisfaction of all the obligations contained in this Deed or an event under Clause 5.7 the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

5.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

5.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if:-

5.5.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure

5.5.2 the Planning Permission shall expire prior to the Commencement of Development; or

5.5.3 the Site is developed under a new planning permission (other than one issued under Section 73 of the Act for variation or discharge of a condition of the Planning Permission) granted after the Planning Permission by the Council or any other competent authority and there has been no Commencement of Development.

5.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

5.9 This Deed shall not be enforceable against owner-occupiers or tenants or lessees of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them or their mortgagee or chargee.

5.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

6 WAIVER

No waiver (whether expressed or implied) by the Council or Ownerof any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or Owner or Additional Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

7 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan

8 INDEXATION

Any sum referred to in the Schedules shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

9 INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

10 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

11 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England

and Wales.

12 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

FIRST SCHEDULE

DESCRIPTION OF THE SITE

Land at Wrexham Road, Rhostyllen, Wrexham, LL14 4DH and shown edged in red and on Plan 1.

SECOND SCHEDULE

Owner's Covenants

1. Not to develop the land edged red on Plan 2 in accordance with the Previous Permission but only to develop the Site in accordance with the plans approved under the Planning Permission.

THIRD SCHEDULE

Plan 1

FOURTH SCHEDULE

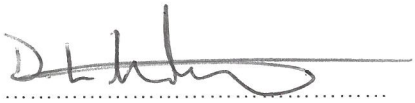
Plan 2

EXECUTED as a Deed by

S G ESTATES LTD acting by a

Director 

In the presence of:



Witness Name

Daniel Andrews

Witness Address

2 Golygfa Clwyd, Rhyl, LL18 4FN

Witness Occupation

Commercial Director Designate