

**Planning Obligation by Deed of Agreement
under Section 106 of the Town and Country
Planning Act 1990**

relating to Land at Kronospan Ltd, Chirk,
Wrexham, LL14 5NT

Dated :

2026

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

KRONOSPAN LIMITED (2)

And

CANAL & RIVER TRUST (GLANDWR CYMRU) (3)

DATE:

2026

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY ("**Council**")
- (2) **KRONOSPAN LIMITED** incorporated and registered in England and Wales with company number 00981905 whose registered office is at Maesgwyn Farm, Chirk, Wrexham, LL14 5NT ("**the Owner**")
- (3) **CANAL & RIVER TRUST (GLANDŴR CYMRU)** incorporated and registered in England and Wales with Company No. 07807276) and Charity No. 1146792 whose registered office is at National Waterways Museum Ellesmere Port, South Pier Road, Ellesmere Port, CH65 4FW ("**Glandŵr Cymru**")

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 is situate and is the local planning authority by whom a planning obligation is enforceable
- (2) The Owner is the registered proprietor of the Property registered at HM Land Registry with title numbers CYM841859, CYM841855, WA609980, CYM483193 and CYM789732.
- (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 Council resolved to grant the Planning Permission subject to the prior completion of this Deed.
- (5) Glandŵr Cymru owns and manages the land to which the WMP and CMP relate and is the intended recipient of the contribution secured by 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 County Planning Act 1990
“CMP”	means Kronospan, Chirk – Conservation Management Plan annexed to this Deed at Schedule 2
“CMP Contribution”	the sum of £10,000 towards the cost of supporting the management aims and objectives associated with the Wenffrwd to Llangollen Active Travel Corridor as set out at paragraphs 6.5 - 6.9 of the CMP
“Application”	means the application for planning permission submitted to the Council for the Development and allocated reference number P/2022/1080. “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 Date”	means the date of Commencement of Development
“Development”	means the development of the Property as set out in the Application
“Interest”	interest at 4 per cent above the base lending rate of the Barclays Bank Plc from time to time
“Plan”	means the plan annexed at Schedule 3
“Planning Permission”	means the draft planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in Schedule 4.

“Property”	means the freehold land at Kronospan Ltd, Chirk, Wrexham, LL14 5NT shown edged red on the Plan and registered at HM Land Registry with absolute title under title number WA609980 annexed at Schedule 3
“Phase 1”	The construction of a 132kV substation and ancillary works of the Application, referenced at condition [insert number], Drawings 7000/0805 Sheets 1 and 2.
“Phase 1 Completion”	means completion of construction of Phase 1 of the Development prior to acceptance and energisation by Scottish Power Energy Networks
“WMP”	means the Kronospan North Access Road – Woodland Management Plan annexed at Schedule 1
“Working Day”	means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in Wales.

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 CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development;

save for the provisions of Clauses 5.1 (i), 7.1, 14 and 15 (commencement of development, legal costs, jurisdiction and delivery) fees and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as follows:
- i. to serve on the Council and Glandŵr Cymru a notice of Commencement of Development not less than ten days before Commencement of Development;
 - ii. to comply with and implement the CMP;
 - iii. to pay the CMP Contribution directly to Glandŵr Cymru within twenty Working Days of completion of Phase 1 of the Development;
 - iv. within ten Working Days of payment referred to in clause (iii) above, to provide the Council with written evidence that the CMP Contribution has been paid in full to Glandŵr Cymru;
 - v. to comply with and implement the WMP;
 - vi. not to permit or allow any act or omission which would cause or contribute to a breach of the CMP and the WMP;
 - vii. to notify the Council in writing of any material amendment to, suspension of or termination of any agreement entered into with Glandŵr Cymru in connection with the CMP or the WMP;
 - viii. to maintain in force, for so long as the WMP remains operative, such agreement or agreements as are necessary to enable the WMP to be implemented by Glandŵr Cymru
- 5.2 The parties acknowledge that the implementation of the WMP is governed by separate contractual arrangements between the Owner and Glandŵr Cymru and nothing in this Deed shall oblige the Council to administer, monitor, approve or enforce the terms of any such agreement.
- 5.3 The obligations secured by this Deed are limited to securing the planning obligations necessary to make the Development acceptable in planning terms.

6 THE ROLE OF GLANDWR CYMRU

- 6.1 Glandŵr Cymru is a party to this Deed for the purposes only of acknowledging the obligations contained in this Deed and receiving the CMP Contribution.

7 MISCELLANEOUS

- 7.1 The Owner shall pay the Council on completion of this deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £1,500.00.
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 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 – Economy and Planning 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.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed or an event under Clause 7.7 the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 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.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if:-
- 7.7.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure
 - 7.7.2 the Planning Permission shall expire prior to the Commencement of Development; or
 - 7.7.3 the Property 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.
- 7.8 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 Property but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.10 Any costs associated with the implementation of the CMP and the WMP, including monitoring, administration, surveys, procurement and delivery of works, shall be

matters for agreement between the Owner and Glandŵr Cymru and shall not be enforceable by the Council under this Deed.

8 WAIVER

No waiver (whether expressed or implied) by the Council or Owner of 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 from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 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 Property 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 Property or unit of occupation purchased by reference to a plan

10 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.

11 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.

12 VAT

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

13 JURISDICTION

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

14 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.

15 SECTION 73 VARIATION

For the avoidance of doubt in the event that the Council shall at any time hereafter grant a planning permission pursuant to an application under section 73 of the Act in respect of conditions on the Planning Permission, save and in so far as this Deed has been amended by way of a deed of variation prior to the grant of such planning permission, references in this Deed to the Application and the Planning Permission shall be deemed to include any subsequent section 73 applications and planning

permissions as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

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

SCHEDULE 1

Kronospan North Access Road - Woodland Management Plan (WMP)

SCHEDULE 2

Kronospan, Chirk - Conservation Management Plan (CMP)

SCHEDULE 3

Title Plans CYM841859, CYM841855, WA609980, CYM483193 and CYM789732.

SCHEDULE 4

Draft Planning Permission

EXECUTED as a DEED by affixing

THE COMMON SEAL of

WREXHAM COUNTY BOROUGH COUNCIL in the presence of:-

Chief Officer Governance and Customer

Executed as a deed by

KRONOSPAN LIMITED

acting by

.....
a director, in the presence of:

.....

Signature of Witness:

Name:

Address:

Occupation:

Executed as a deed by

CANAL & RIVER TRUST (GLANDŴR CYMRU)

acting by

.....
a director, in the presence of:

.....

Signature of Witness:

Name:

Address:

Occupation: