

**UNILATERAL UNDERTAKING**

**TO: Wrexham County Borough Council  
The Guildhall  
Wrexham  
LL11 1AY ("the Council")**

**In the matter of Planning Application Nos: P/2008/1295  
P/2008/1296**

**Location: Land adjoining Wrexham Football Stadium, Mold Road, Wrexham, LL11 2AH**

- Proposals:**
- (1) Application P/2008/1295 –Outline application for erection of 319 student bedroom development, construction in two blocks together with access road, parking and landscaping and development of east stand/multifunction area**
  - (2) Application P/2008/1296 – Erection of 521 student bedroom development/construction in two blocks together with access road, parking and landscaping**

**THIS UNILATERAL UNDERTAKING is made by Deed and is given to the Council by:**

**1. WREXHAM FOOTBALL CLUB (2006) LIMITED (Co Reg No 5800501) whose registered office is at The Racecourse Ground, 8 Mold Road, Wrexham, LL11 2AN**

**2. N & G DICKENS LIMITED (Co Reg No 01196699) whose registered office is at Croesfoel Industrial Estate, Rhostyllen, Wrexham, LL14 4BJ**

**3. WREXHAM VILLAGE LIMITED (Co Reg No 05703849) whose registered office is at Racecourse Ground, Mold Road, Wrexham, LL11 2AH**

**WITH THE CONSENT OF:-**

**4. GEOFFREY PHILIP MOSS of Sibbersfield Hall Farm, Sibbersfield, Churton, Chester CH3 6LQ**

**5. NEVILLE DICKENS of Tree Tops, Pikey Lane, Gresford, Wrexham LL12 8TT**

In this Undertaking the following definitions and interpretations shall apply:

'the Applicant' means the Developer

'the Application(s)' means the planning application(s) submitted by the Developer to the Council and registered with numbers P/2008/1295 and P/2008/1296

'the Club' means Wrexham Football Club

'the Developer' means Wrexham Village Limited (Co Reg No 05703849) of Racecourse Ground, Mold Road, Wrexham, LL11 2AH and its successors in title and assigns

'the Development' means the development of the site by the Developer implemented pursuant to the Planning Permissions or either of them

"the Mortgagees" means Geoffrey Philip Moss and Neville Dickens being the beneficiaries of both a legal charge dated 3 August 2006 and a Debenture dated 3 August 2006 affecting the land comprised in Registered Title number CYM80302

'the Overspill Car Park' means the car parks providing 112 additional car park spaces for the Development adjoining the Site and showed edged green on the plan and marked A, B and C respectively

"the Obligation" means the obligations set out in clauses 2 to 6 inclusive of this Deed

'the Owners' means the said Wrexham Football Club (2006) Limited and the said N & G Dickens Ltd or their respective successors in title to the Site or part thereof

'the Plan' means the plan annexed hereto

title to the Overspill Car Park shown edged green on the Plan registered with Title Number CYM80302 (referred to collectively as "the Land").

- (2) The term "the Developer" shall include the successors in title and assigns of the Developer.
- (3) The term 'the Owners' shall include their respective successors in title and assigns.
- (4) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 ("the Act") for the area in which the Land is situated, and by whom the planning obligations given in this Deed are enforceable.
- (5) On the 10<sup>th</sup> day of December 2008 the Developer submitted to the Council the Applications for planning permission in respect of the Site for the Development.
- (6) The Developer has entered into an agreement with the Owners to develop the Site and intends to develop the Site on obtaining satisfactory Planning Permissions pursuant to the Applications.
- (7) The Council requires the Owners and the Developer to enter into planning obligations in accordance with the provisions of Section 106 Town and Country Planning Act 1990 ("the Act") with regard to the Development and the Owners and Developers are prepared to enter into this deed in order to secure the planning obligations it creates.

**NOW THIS DEED WITNESSETH as follows:-**

**UNDERTAKINGS**

The Owners and the Developer jointly and severally enter into these planning obligations and covenant with the Council in pursuance of Section 106 of the Act:-

1. To give the Council not less than 14 days prior notice of the date upon which the Development is to be commenced.
2. To pay to the Council:-

a) on the date the Obligation takes effect (as stipulated in clause 9 hereof)

(i) the sum of three thousand pounds (£3,000) being the estimated cost of the imposition of waiting restrictions on Crispin Lane from its junction with Mold Road to the proposed new access serving the football club car park; and

(ii) the sum of twenty thousand pounds (£20,000) being the estimated cost of consultation and if deemed appropriate following consultation implementation of a residents only parking scheme in the vicinity of the Development;

b) if a residents only parking scheme is implemented an annual charge payable on 1<sup>st</sup> April in each year calculated in accordance with the Council's policy in respect of such schemes in force at that time or if no such policy is in place a sum equivalent to the reasonable cost of operating the said scheme

3. The Owners and the Developer shall operate a policy giving priority to the allocation of the accommodation units within the Development to those occupiers who do not require vehicle parking and shall not include any rights for vehicle parking within any letting agreement so long as it is reasonable in all the circumstance to do so but so that this shall not apply to any designated disabled parking spaces

4. The Owners and the Developer shall implement and operate a scheme for the management of the Overspill Car Park so as to ensure that the maximum number of spaces in the Overspill Car Park

are available for the use of the Club on match days and to this extent parking shall be restricted for such use as from 12.01am on any match day and shall not be derestricted for a period following of 24 hours (and for the purpose of this provision 'match day' shall include any day when the Stadium shall be open for official sporting fixtures or events).

5. The Owners and the Developer shall use all reasonable endeavours to procure the availability of additional car parking for the use of occupiers of the Development reasonably proximate to the Development and to the reasonable satisfaction of the Local Planning Authority.

#### 6. The Stadium

- (1) The Owners and the Developer jointly and severally agree that on commencement of the Development pursuant to either Application the land shown edged yellow on the Plan allocated for the provision of the Spectator Stand shall thereafter be developed and used only as the Spectator Stand to serve the Stadium.
- (2) The Developer hereby undertakes to apply any net profits arising directly from the completion of the Development completed in accordance with the planning consents issued pursuant to the Applications to the provision of the Spectator Stand on the land shown edged yellow with a minimum capacity to seat 4,650 spectators or such other number as may be approved in writing by the Local Planning Authority PROVIDED THAT any shortfall is met elsewhere within the stadium.
- (3) The Developer shall use all reasonable endeavours to secure such other additional funding (either public or private) to enable the Developer to commence the construction of the Spectator Stand

and in accordance with all planning conditions and requirements within 5 years from the date of commencement of the Development pursuant to a planning consent issued in respect of either Application

**7. THE MORTGAGEES**

7.1 Mortgagees acknowledge and declare that:

7.1.1 this deed has been entered into by the Owners and the Developer with their consent, and

7.1.2 the Site and the land comprising the Overspill Car Park shall be bound by the obligations contained in this deed.

**8. NOTICES**

8.1. Any notices required to be given under this deed by the Owners and the Developer shall be in writing and addressed to the Council's Chief Planning Officer, Lambpit Street, Wrexham, LL11 1AR.

8.2. Notice may be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is provided:

8.2.1. by first class post deemed served two working days after posting

8.2.2. by second class post deemed served five working days after posting

**9. Effective date**

9.1 The Obligation shall take effect upon the date specified as being the date upon which the Development is to be commenced in the written notice served upon the Council pursuant to Clause 1 hereof.

9.2 If the party intending to implement either of the Planning Permissions fails to serve the notice referred to in Clause 1 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 Town and Country Planning Act 1990 (as amended)

- 9.3 No liability under this deed shall attach to any owner once such owner has parted with all their respective legal estate or interest in the Site

**10. Inflation**

If the sums payable pursuant to the Obligation do not fall to be paid within two years of the date of this Deed the sums specified in the Obligation 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 sum falls to be paid

**11. COSTS**

The Developer shall on completion of this Unilateral Undertaking pay to the Council a contribution of £1000 towards the negotiating and preparation of this Deed

**12. CHANGE OF OWNERSHIP**

- 12.1 The Owners agree to give the Council prompt notice of any change in ownership of any of its interests in the Land such notice to contain details of the transferee's full name and address (registered office in the case of a company) together with a plan showing that part of the Land affected by such change.

**13. JURISDICTION AND LEGAL EFFECT**

- 13.1 This deed shall be governed by and interpreted in accordance with the law of England and Wales.

13.2 In so far 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.

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

13.4 The terms of this deed create planning obligations binding on the Owners pursuant to Section 106 of the Act and are enforceable as such by the Council as Local Planning Authority.

13.5 Save as expressly stipulated the provisions contained herein shall take effect upon completion of this Deed.

13.6 This deed shall be registered as a local land charge.

IN WITNESS the parties hereto have executed this instrument as a DEED this 27 day of March 2009

EXECUTED AS A DEED by ]  
WREXHAM FOOTBALL CLUB ]  
(2006) LIMITED acting by 2 ]  
Director ~~and its Secretary~~ ]

Director

Secretary  
DIRECTOR





EXECUTED AS A DEED by ]  
N & G DICKENS LIMITED ]  
acting by a Director and ]  
its Secretary ]

Director

Secretary

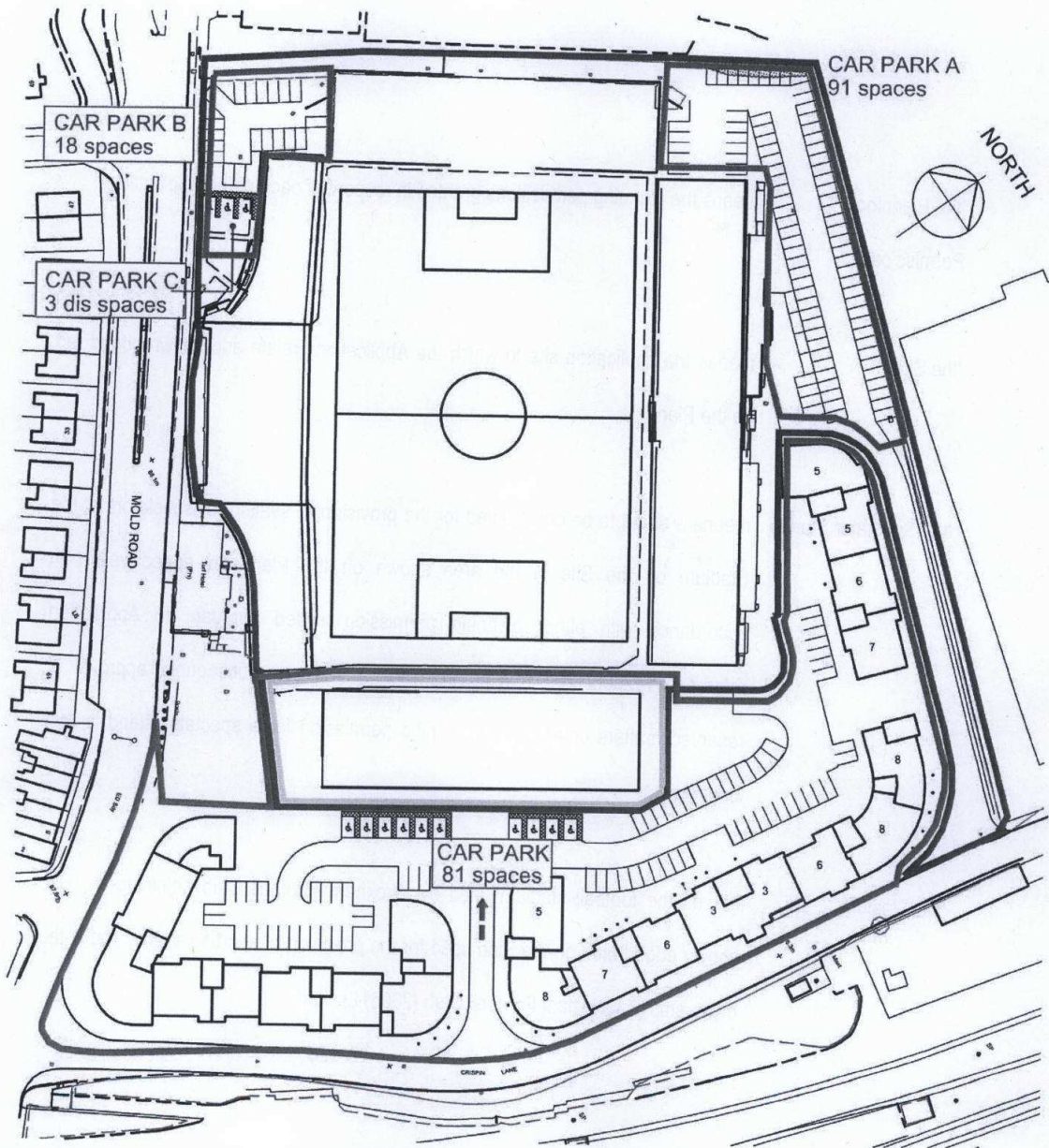
EXECUTED AS A DEED by ]  
WREXHAM VILLAGE LIMITED ]  
acting by a Director and ]  
its Secretary ]

Director

Secretary

SIGNED AS A DEED by the said] ]  
GEOFFREY PHILIP MOSS in the] ]  
presence of:

SIGNED AS A DEED by the said] ]  
NEVILLE DICKINS in the] ]  
presence of:



## ■ SITE LAYOUT AND RETAINED CLUB PARKING

rev date description

**whp** willacy horsewood partnership  
architects

client  
WREXHAM STUDENT VILLAGE

job  
PROPOSED REDEVELOPMENT OF SECTION OF SITE  
AT WREXHAM FOOTBALL CLUB.

REV B 20 MARCH 2009 PARKING TO STUDENT VILLAGE REVISED  
REV A 13 MARCH 2009 ADDITIONAL PARKING ADDED TO STUDENT VILLAGE

title  
PROPOSED SITE LAYOUT

scale	date	job no.	drawing no.	rev
1:1250@A4	MAR'09	WH1064	CP01	B

'the Planning Permissions' means the planning permissions granted in respect of each of the Applications

'the Site' means the application site to which the Applications relate and shown edged red on the Plan

'the Spectator Stand' means a stand to be constructed for the provision of seating for spectators at the Stadium on the Site in the area shown on the Plan and edged yellow in accordance with either planning permission issued pursuant to Application reference P/2008/1295 (outline permission) and any subsequent approval of reserved matters or any other planning permission for a spectator stand in that location

'the Stadium' means the football stadium used by Wrexham Football Club adjoining the Site shown edged blue on the Plan used for the provision of sporting events and in the ownership of Wrexham Football Club (2006) Limited

**WHEREAS**

- (1) The Owners are the owners of the absolute freehold title to the Site shown edged red on the Plan part of which is registered with Title Number CYM80302 at H.M. Land Registry and part of which is comprised in a conveyance dated 28 April 1986 and made between Vincent Greenhous (Shrewsbury) Limited (1) and the said N & G Dickens Limited (2) and also of the absolute freehold