

DATED

11 January

2012

WREXHAM COUNTY BOROUGH COUNCIL (1)

GORDON MYTTON DEVELOPMENTS LIMITED (2)

- and -

LLOYDS TSB BANK PLC (3)

A G R E E M E N T

Pursuant to Section 106A (i)(a) of the Town and Country Planning Act 1990
arising from development at the former Plas-Y-Waun Inn, Chapel Lane, Chirk
in the County Borough of Wrexham

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

Ref. LP/LMK/10004651

THIS DEED is made the 11th day of January 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 **GORDON MYTTON DEVELOPMENTS LIMITED** (Co. Regn. No. 01301308) whose registered office is at 15 Dee Court, Bangor-on-Dee, Wrexham, LL13 0AQ (hereinafter called "the Owner") of the second part and **LLOYDS TSB BANK PLC** (Co. Regn. No. 2065) whose registered office is situate at 25 Gresham Street, London, EC2V 7HN (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 (hereinafter defined) is situate and by whom the Obligations (hereinafter defined) is 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 being the successor in title to the parties of the second, third and fifth part named in the Principal Deed (hereinafter defined).
- (3) By a legal charge dated 1 November 2010 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 Council has agreed with the Owner to further amend the Principal Deed and the Mortgagee has agreed to join in this deed in the manner hereinafter appearing.

NOW THIS DEED which is made in pursuance of Section 106A (i) (a) of the Act
WITNESSETH as follows:-

1 **In this Deed** the following expressions shall have the following meanings:-

"the Principal Deed" means a deed dated 11 October 2010 made between the Council of the first part, Montec Construction Limited of the second part, Mark Terence Getliffe of the third part, the Owner of the fourth part and Bridging Finance Limited of the fifth part whereby certain obligations pursuant to Section 106 of the Act were entered into between the Council and the other parties therein named in connection with residential development of the Land as the same has been previously amended by virtue of a deed dated 8 September 2011 (herein referred to as "the September 2011 deed") made between the parties hereto in the same order

"the Land" means the land described in the First Schedule to the Principal Deed except for that part thereof which is at the date hereof registered at H.M. Land Registry under title number CYM521365 in the names of Joan Patricia Dineen and Daniel Joseph Dineen with freehold title absolute

"the Obligations" means the obligations set out in the Third Schedule to the Principal Deed as amended by the September 2011 deed

2 **The Council** and the Owner hereby agree and declare that:

the Act 2.1 the Principal Deed shall be henceforth read and construed as if numbered
paragraph 1. of the Third Schedule thereto had read as set out in the
Schedule hereto and not as actually set out in the said Third Schedule

between 2.2 nothing herein contained shall alter or amend the Principal Deed other than
Limited as specified in 2.1 above.

he third 3 **The Owner** hereby covenants with the Council to perform the Obligations as they
Finance are amended by this Deed

igations 4 **The Mortgagee** consents to the entry into this Deed by the Owner and declares
red into that its rights and interest in the Land as mortgagee shall henceforth take effect
therein subject to the Obligations as they are amended by this Deed.

nt of the 5 **This Deed** is a modification to a planning obligation entered into by the parties
ided by hereto in accordance with Section 106 A (i) (a) of the Act.

(herein 6 **This Deed** constitutes a local land charge and shall be registered as such.

) made 7 **Notwithstanding** the terms contained herein and the terms of the Principal Deed
the parties hereto agree that the Mortgagee shall only be liable for any breach of
any provision in this agreement or of the Principal Deed during such periods (if any)
as it is a mortgagee in possession of the Land and then only if it shall have caused
such breach to have been occasioned and provided further for the avoidance of
doubt that it shall not in any event be liable for any breach of this agreement or of
the Principal Deed arising prior to it becoming a mortgagee in possession of the
Land regardless of whether or not such pre-existing breach shall continue for any
period during which it is a mortgagee in possession of the Land.

IN WITNESS WHEREOF the Council has executed this Deed as a deed by the affixation
of its Common Seal the Mortgagee acting by its duly authorised attorney has executed this

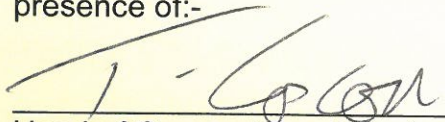
Deed as a deed and the Owner acting by a director and the Secretary or two of its directors has executed this Deed as a deed the day and year first before written.

THE SCHEDULE

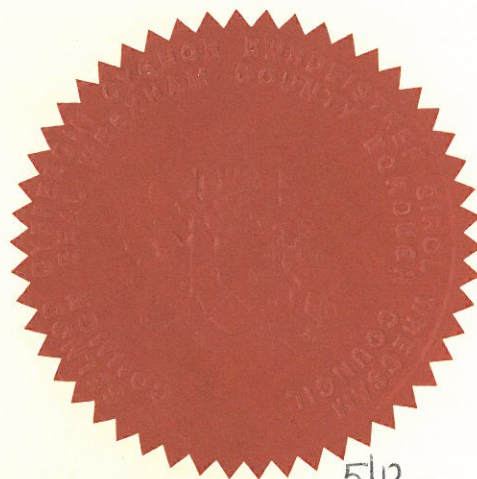
- 1 To pay to the Council within a period of 14 days from the first date:-
 - (a) Upon which any of the dwellings or town houses within the Development is occupied the sum of Fourteen Thousand Three Hundred and Eighty Four Pounds (£14,384);
 - (b) Upon which 7 of the said dwellings or town houses are occupied a like sum;
 - (c) Upon which 14 of the said dwellings or town houses are occupied a like sum.

the said sums being payable to the Council as a contribution towards secondary education facilities within the Chirk catchment area pursuant to the requirements of the Council's Local Planning Guidance Note No. 27 entitled "Developer Contributions to Schools" (and having been calculated in accordance therewith) the same to be expended by the Council within the said catchment area and in the manner set out in the said Local Planning Guidance Note

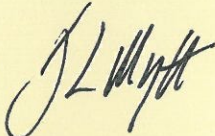
EXECUTED as a **DEED** by the affixation of the **COMMON SEAL** of **WREXHAM COUNTY BOROUGH COUNCIL** in the presence of:-

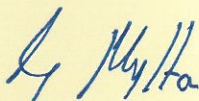


Head of Corporate and Customer Services



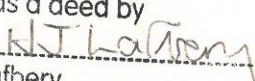
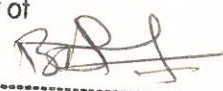
EXECUTED as a DEED by GORDON
MYTTON DEVELOPMENTS LIMITED

by  a director John Lee Mytton

and  the secretary/a director
GORDON MYTTON

EXECUTED as a DEED by

as attorney for and on behalf of
LLOYDS TSB BANK PLC in
the presence of:-

Signed as a deed by

Helen Lafbery
As Attorney for on behalf of
LLOYDS TSB BANK plc
in the presence of 
1 Lovell Park Road, Leeds

CERTIFICATE

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

Signed  Dated  2011

Allington Hughes Solicitors
10 Grosvenor Road
Wrexham
LL11 1SD