

**Supplemental Deed of Agreement under
Section 106A of the Town and Country
Planning Act 1990**

relating to Land fronting numbers 6 and 7
Queens Court Bradley Wrexham

Dated : 8 November 2017

WREXHAM COUNTY BOROUGH COUNCIL (1)

SG ESTATES LIMITED (2)

DAVID STANTON FARRER AND FAYE ASHLEY ROBERTS (3)

and

KEVIN DOOLAN AND SHARON ANITA JARVIS-DOOLAN (4)

T Coxon

Head of Corporate and Customer Services

Guildhall

Wrexham

LL11 1AY

Ref: WCBC - 024882

DATE 8 November 2017

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY ("Council")
- (2) **SG ESTATES LIMITED** (a company incorporated in England and Wales under Company Number 05145645) of 10 Maxwell Close, Gresford, Wrexham LL12 8UD (registered office) ("the Developer")
- (3) **DAVID STAINTON FARRER** and **FAYE ASHLEY ROBERTS** of 6 Queens Court, Bradley, Wrexham LL11 4FA ("Owners A") and
- (4) **KEVIN DOOLAN** and **SHARON ANITA JARVIS-DOOLAN** of 7 Queens Court, Bradley, Wrexham, LL11 4FA ("Owners B").

INTRODUCTION

- (1) The Council is the local planning authority for the purposes of this Deed and the Act 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 Developer undertook the Development.
- (3) The Owners are the registered proprietors of the Site.
- (4) This Deed is made under Sections 106 and 106A of the Act and is supplemental to the Existing Agreement containing planning obligations in respect of the Site.
- (5) The Council is in receipt of the Application seeking a change of use of the Site approval of which necessitates release of the Site from the obligations contained in paragraphs a) and b) of the Third Schedule of the Existing Agreement.
- (6) The Council is minded to approve the Application and to grant the Planning Permission subject to the prior completion of 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:

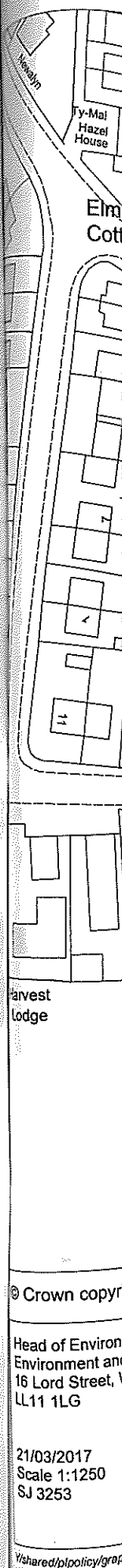
"Act"

the Town and Country Planning Act 1990

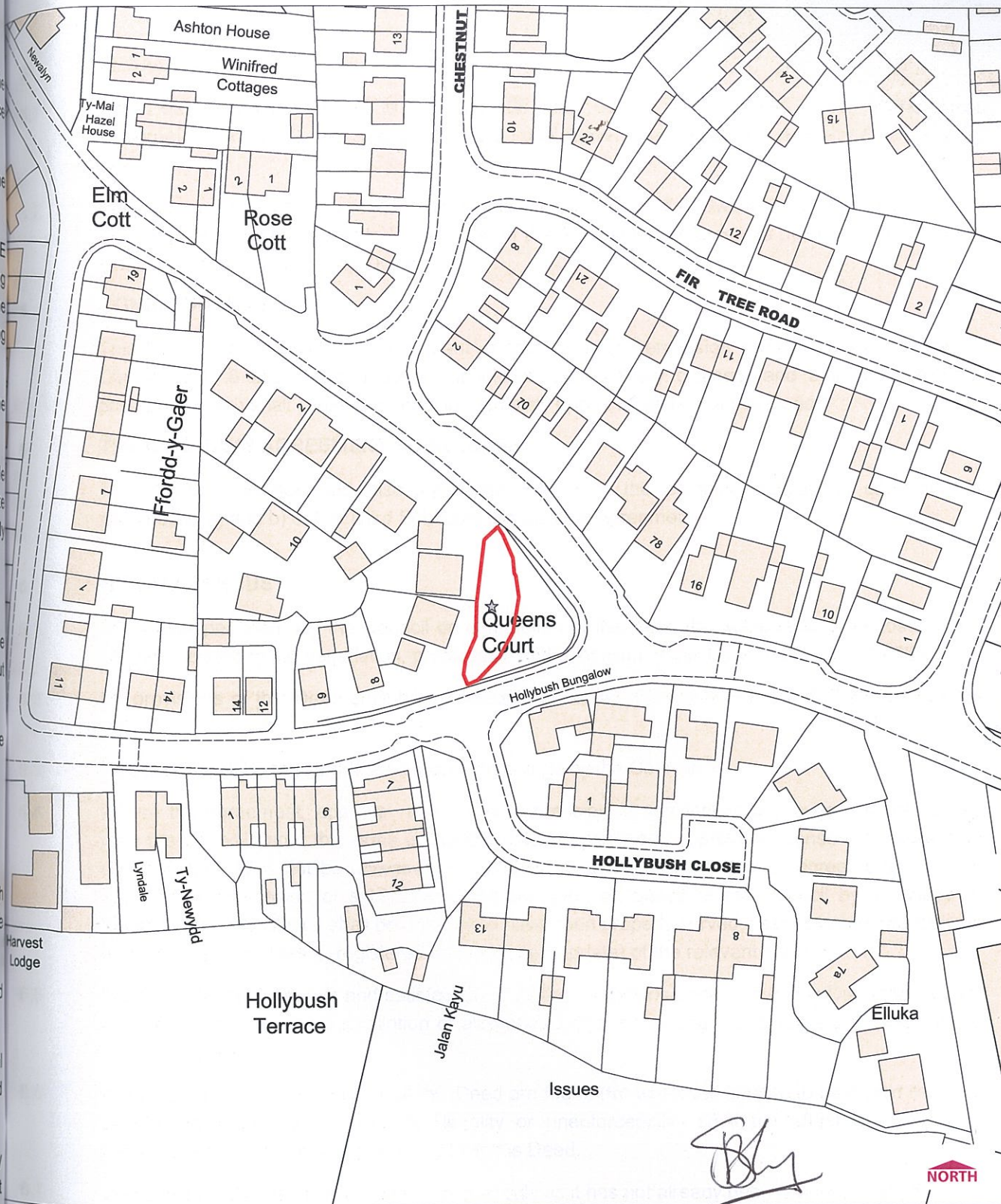
"Application"	the application for planning permission submitted to the Council for the Development and allocated reference number P/2017/0101
"Development"	the development of the Site consisting as set out in the Application
"Existing Agreement"	the deed entered into between the Council and WCE Properties Ltd dated 17 th April 2012 creating planning obligations under Section 106 of the Act in respect of the land referred to therein and incorporating the Site (Planning permission reference P/2011/0709)
"Head of Planning"	the Council's head of department or chief officer for the time being with responsibility for Town and Country Planning
"Owners A and Owners B"	Owners A own that part of the Site registered under title number CYM697098 and Owners B own that part of the Site registered under title number CYM684234 (collectively referred to as the "Owners")
"Plan"	the Plan attached to this Deed
"Planning Permission"	the draft full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in Appendix 1.
"Site"	the land subject to this Deed as shown edged red on the Plan and more particularly 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.



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Head of Environment and Planning
Environment and Planning Department
16 Lord Street, Wrexham
LL11 1LG

21/03/2017
Scale 1:1250
SJ 3253

Town & Country Planning Act 1990 Section 106 Obligation

P/2017/0101
Plots 5 and 6, Queen Court
Bradley, Wrexham

wrexham
COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL
wrecsam

shared/plpolicy/graphic/mapinfo/devc/appeals2013

LEGAL BASIS

This Deed is made pursuant to Sections 106 and 106A 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.

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

CONDITIONALITY

This Deed is conditional upon the grant of the Planning Permission save for the provisions of Clauses 6.1, 8 and 9 (legal costs, jurisdiction and delivery clauses) and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

THE COUNCIL'S AGREEMENT TO RELEASE

The Council releases and discharges the Site from the planning obligations contained in paragraphs a) and b) of the Third Schedule the Existing Agreement.

MISCELLANEOUS

The Developer 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 £750

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

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

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 the Head of 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.

Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

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.

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

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

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.

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.

- 6.10 The Existing Agreement shall continue in full force and effect save in so far as it is not altered by this Deed.

7 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.

8 JURISDICTION

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

9 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

not altered by
or default in
I constitute a
ng any of the
Land lying between the frontage of numbers 6 and 7 Queens Court Bradley Wrexham LL11 4FA and Park
Wall Road shown edged red on the Plan part of which is registered in the name of Owners A with title
absolute under title number CYM697098 and part of which is registered in the name of Owners B with title
absolute under title number CYM684234.

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shall be of no

ar first before

CERTIFICATE

Denton
Ian Lewis of Allington Hughes Law as solicitor for the Owners (as defined in the within written Deed) hereby **EXECUTED** a
certifies that Paragraph (3) of the Introduction to this Deed is correct.

Signed

Anthony Lewis

Dated

2/11 2017

Allington Hughes Law

10 Grosvenor Road

Wrexham LL11 1SD

THE COMM

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Head of Corp

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Director

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EXECUTED as

DAVID STAIN

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ed) hereby EXECUTED as a DEED by affixing
THE COMMON SEAL of WREXHAM
COUNTY BOROUGH COUNCIL
in the presence of:-



[Signature]
Head of Corporate and Customer Services

EXECUTED as a Deed by)
SG ESTATES LIMITED ("Developer"))
acting by STEPHEN BARRY GRIFFIN)
A Director)
in the presence of:-)

[Signature]

[Signature]
N. Thomas
The Craft House
Old Wrexham Road
Greasford. LL2 8UA

EXECUTED as a Deed by)
DAVID STANTON FARRER)
in the presence of:-)

x *[Signature]* F x

P COWEN
3 HAWTHORN DRIVE
WEST KIRBY
CH48 9XS

P Cowe

EXECUTED as a Deed by

FAYE ASHLEY ROBERTS

In the presence of:-

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) X  X
)

...P. COWEN.....
...3 HAWTHORN DRIVE.....
...WEST KIRBY.....
...CH48 QXJ.....



EXECUTED as a Deed by

KEVIN DOOLAN

In the presence of:-

)
) 
)

STEPHANIE LARGE
4 ASTON DRIVE
WEST KIRBY
WIRRAL CH48 ORQ



EXECUTED as a Deed by

SHARON ANITA JARVIS-DOOLAN

In the presence of:-

)
) S. A Jarvis-Doolan
)

STEPHANIE LARGE
4 ASTON DRIVE
WEST KIRBY
WIRRAL CH48 ORQ

