

Dated 2nd February 2017

(1) WREXHAM COUNTY BOROUGH COUNCIL

-and-

(2) REDROW HOMES LIMITED

-and-

(3) MUIR GROUP HOUSING ASSOCIATION LIMITED

**SUPPLEMENTAL AGREEMENT TO VARY
an Agreement under Section 106 of the
Town and County Planning Act 1990 relating to
Land situate at Western Gateway Ruthin Road Wrexham**

Croftons Solicitors LLP
The Lexicon
Mount Street
Manchester
M2 5FA

SUPPLEMENTAL AGREEMENT

DATE:

2nd February

2017

PARTIES:

- (1) Wrexham County Borough Council of Guildhall Wrexham LL1 1AY ("**the Council**"); and
- (2) Redrow Homes Limited (Company Number 01990710) whose registered office is at Redrow House St David's Park Flintshire CH5 3RX ("**the Owner**"); and
- (3) Muir Group Housing Association Limited of 80 Lightfoot Street, Hoole, Chester CH2 3AL (registered society no. 18632R) ("**the Association**")

AGREEMENT:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Supplemental Agreement (unless the context requires otherwise) the following words and expressions have the following meanings:

"Original Agreement" the Agreement under section 106 of the Town and Country Planning Act 1990 relating to land situate at Western Gateway Ruthin Road Wrexham dated 22 December 2005 made between Wrexham County Borough Council (1) and Redrow Homes (North West) Limited (2)

- 1.2 Words and phrases defined in the Original Agreement shall (unless the context otherwise requires) bear the same meaning when used in this Supplemental Agreement.
- 1.3 References to a party to this Supplemental Agreement include references to each person comprising that party (where applicable).

2. RECITALS

- 2.1 This Supplemental Agreement is supplemental and collateral to the Original Agreement.
- 2.2 The Council remains as the Local Planning Authority for the area in which the Land is situated.
- 2.3 The Owner is the freehold proprietor of the Land which is registered at H.M. Land Registry under title number CYM192744.
- 2.4 By a Transfer dated 27 April 2007 that part of the part of the site edged red on the plan attached hereto was transferred to the Association and which is registered at HM Land Registry under title number CYM348980.
- 2.5 The Owner the Association and the Council agree that the obligations contained in the Original Agreement shall be varied in accordance with the Schedule.
- 2.6 This Deed is made pursuant to Section 106 and Section 106A of the Act and Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers.

3. VARIATION

- 3.1 The parties agree that the Original Agreement will be varied with immediate effect in the manner set out in the Schedule and will from the date of this Supplemental Agreement take effect and be read and construed accordingly.

4. DECLARATION

- 4.1 The Original Agreement will remain in full force and effect save only as varied by this Supplemental Agreement.

5. COSTS

- 5.1 The Association shall pay the Council its reasonable legal fees for the work associated with this Supplemental Agreement upon completion of this Deed

6. LOCAL LAND CHARGE

- 6.1 This Supplemental Agreement shall be registered as a local land charge by the Council on its completion.

7. EXECUTION

- 7.1 This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 8.1 Subject to any rights which may accrue to any successors or permitted assigns or any of the parties hereto no provisions of this deed shall or may be constituted as creating any rights enforceable by any third party (as defined by the Act referred to below) and all third party rights as may be implied by law or deemed to be enforceable by the Contracts (Rights of Third Parties) Act 1999 or any statute amending or replacing the said Act are hereby excluded to the fullest extent permitted by law from this Deed.

9. GOVERNING LAW

- 9.1 This Supplemental Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

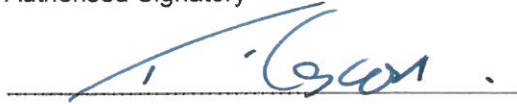
IN WITNESS whereof the Council the Owner and the Association have executed this Supplemental Agreement as a Deed the day and year first before written.

THE SCHEDULE
Variations to the Original Agreement

1. Clause 9 of Schedule 1 shall be deleted from the Original Agreement.
2. Clause 11.5 shall be inserted at Schedule 1 to read
“11.5 The provisions of Clauses 11.1 to 11.4 of this Schedule 1 will not apply if the Council gives its written consent for a disposal to a person other than a Qualifying Person”.

THE COMMON SEAL of
WREXHAM COUNTY BOROUGH COUNCIL
was hereunto affixed in the presence of:

Authorised Signatory



Head of Corporate & Customer Services Department



EXECUTED as a **DEED** by
as attorney for **REDROW HOMES LIMITED**
in the presence of:-

.....
as attorney for
REDROW HOMES LIMITED

Signature of witness
Name (in BLOCK CAPITALS)
Address... C/O Redrow House, St David's Park,
Ewloe, Flintshire CH5 3RX

EXECUTED as a **DEED** by
as attorney for **REDROW HOMES LIMITED**
in the presence of:-

.....
as attorney for
REDROW HOMES LIMITED

Signature of witness
Name (in BLOCK CAPITALS)
Address... C/O Redrow House, St David's Park,
Ewloe, Flintshire CH5 3RX

EXECUTED AS A DEED

By affixing the Common Seal of

MUIR GROUP HOUSING ASSOCIATION LIMITED

In the presence of:

Authorised Signatory

.....

Authorised Signatory

.....