

DATED

11th August

2015

WREXHAM COUNTY BOROUGH COUNCIL (1)

- and -

GOWER HOMES LIMITED (2)

SUPPLEMENTAL AGREEMENT (No 1)

Pursuant to Section 106 of the Town and Country Planning Act 1990
in respect of the former Remploy Site, Railway Road/Stansty Road, Stansty,
Wrexham

T Coxon
Head of Corporate and Customer Services
Guildhall
Wrexham
LL11 1AY
(Ref: LL/10008728)

THIS AGREEMENT is made on the 11th day of August 2015

BETWEEN:-

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall Wrexham LL11 1AY ("the Council")
- (2) **GOWER HOMES LIMITED** (Company Number 01204658) whose registered office is at 8 Temple Row Wrexham LL13 8LY ("the Owner")

WHEREAS

- (A) This Supplemental Agreement is made under Section 106 of the Town and Country Planning Act 1990 supplemental to the Existing Agreement (as hereinafter defined)
- (B) The Owner is now the owner of the Land registered at the Land Registry under Title Number CYM264537. There are no other legal interests in the land.
- (C) The Main S106 Agreement regulates development carried out or to be carried out under the Planning Permission (as hereinafter defined)
- (D) The Owner has submitted the Further Planning Application to the Council
- (E) The Council is minded to approve the Further Planning Application but considers that in the exercise of its statutory powers and duties and in order to bind the Land the parties hereto should enter into this Supplemental Agreement in order to secure the planning obligations contained herein.
- (F) The Council is the Local Planning Authority for the purposes of Section 106 of the Act in respect of the Land.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 In this Supplemental Agreement expressions shall where the context admits have the same meaning as expressed in the Main S106 Agreement and in the event of conflict the provisions of this Supplemental Agreement shall prevail.

1.1.2 In this Supplemental Agreement unless the contrary intention appears the following terms shall have the following meanings:

"Existing Planning Permission"	means the planning permission granted by the Council under code number P/2013/0519
"Further Planning Application"	means the application for planning permission reference P/2015/0228 for reversions to the Existing Permission for Re-siting and/or substitution of plots 24, 25, 26 & 27
"Further Permission"	means the planning permission issued pursuant to the Further Planning Application substantially in the form of the draft annexed to this Deed as Appendix 1
"the Land"	means the land at the former Remploy Site, Railway Road/Stansty Road, Stansty, Wrexham as shown edged red on the Plan
"Main S106 Agreement"	means the Agreement dated 4 th April 2014 made between the Council and the Owner
"Plan"	means the plan annexed hereto

1.2 Interpretation

- 1.2.1 A reference in this Supplemental Agreement to an Act of Parliament or to any order regulation statutory instrument or the like shall include a reference to any amendment or re-enactment of the same.
- 1.2.2 Words importing the masculine gender include the feminine gender and vice versa. Words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa.
- 1.2.3 Any heading or side notes are for ease of reference only and shall not affect the construction of this Supplemental Agreement.
- 1.2.4 Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly

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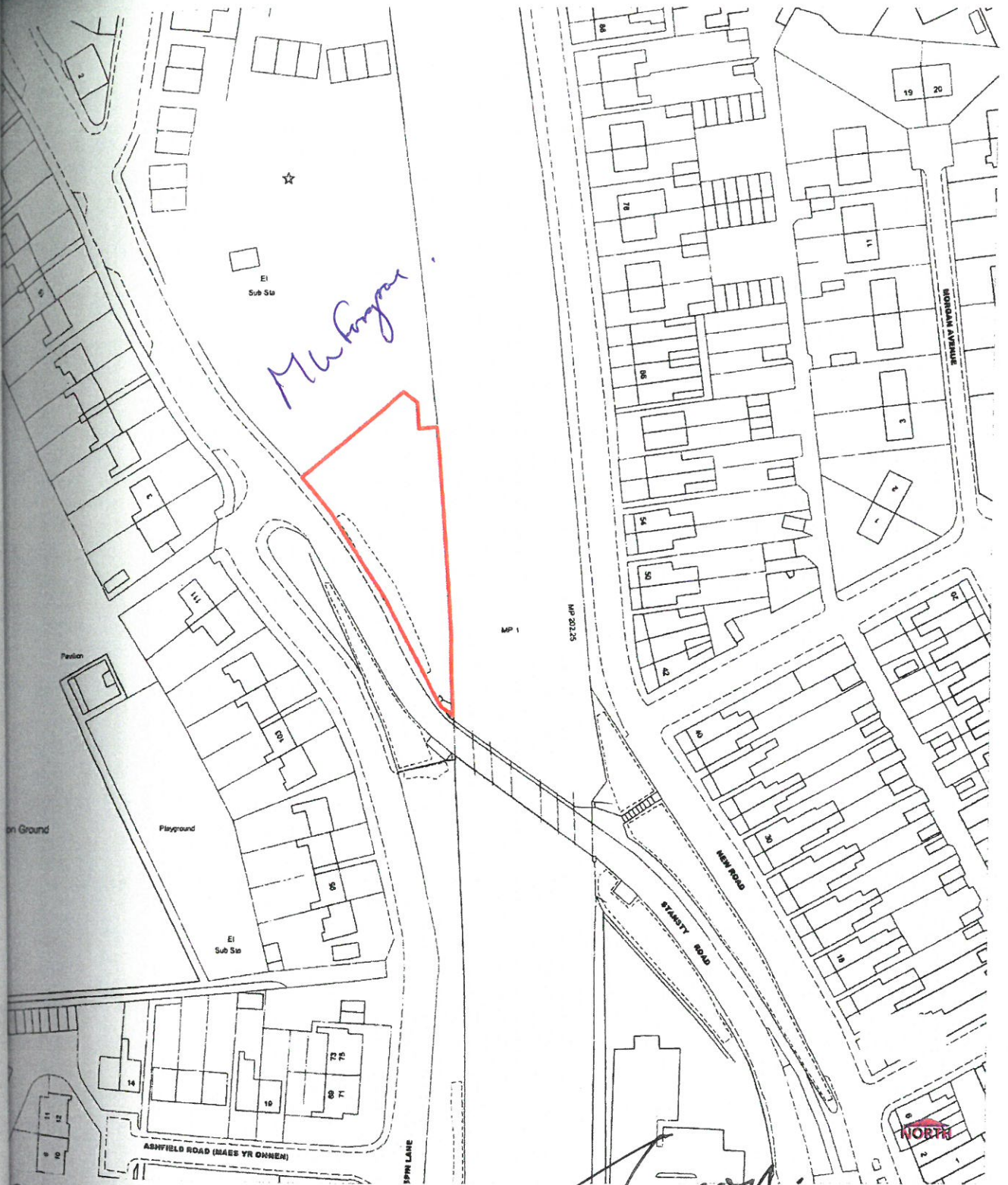
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Head of Community Wellbeing & Development
Planning Services
3 Lord Street, Wrexham LL11 1LG

**Town & Country Planning Act 1990
Section 106 Obligation**



P/2015/0228
Land at Railway Road
Wrexham

Date: 06/05/2015
Scale: 1:1250
Sheet: SJ3351

[wrexham.gov.uk/policy/graphic/mapinfo/devc/section106](#)


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and against each of them individually unless there is an express provision otherwise.

- 1.2.5 References to any Party shall include the successors in title to that Party and any person deriving title through or under that Party and in the case of the Council the successors in title to their statutory functions.

2. FORMAL REQUIREMENTS

- 2.1 The Council enters into this Supplemental Agreement in pursuance of its powers under Section 106 of the 1990 Act Section 2 of the Local Government Act 2000 and Section 111 of the Local Government Act 1972 and all other enabling powers in that regard
- 2.2 The obligations imposed by this Supplemental Agreement relate to the Land and are binding on the Owner and its successors in title pursuant to Section 106 of the 1990 Act
- 2.3 The obligations contained in this Supplemental Agreement are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable as such by the Council as local planning authority
- 2.4 This Supplemental Agreement is a Local Land Charge for the purposes of the Local Land Charges Act 1975 and will be registered as such by the Council

3 OPERATIVE PROVISIONS

- 3.1 The Owner has submitted the Further Planning Application increasing the amount of units and re-siting and/or substitution of house types for plots 24, 25, 26 & 27 to be constructed on the Land
- 3.2 The Council confirms that the provisions of the First Schedule to the Main S106 Agreement are applicable to plots 24, 25, 26 & 27 to be constructed on the Land

4 CONTINUATION OF MAIN S106 AGREEMENT

The parties hereto agree that from the date hereof the Main S106 Agreement shall continue in full force and effect other than as provided by clause 3 of this Supplemental Agreement

5 AGREEMENTS AND DECLARATIONS

- 5.2.1 Nothing contained or implied in this Supplemental Agreement shall prejudice or affect the discretions rights powers duties and/or obligations of the Council in the exercise of its functions as

a local authority highway authority housing authority education authority and local planning authority and the discretions rights powers duties and/or obligations of the Council under all public and private statutes byelaws orders and regulations may be fully and effectually exercised in relation to the Land or any part thereof and any works executed thereon as if this Supplemental Agreement had not been executed by the Council and in particular nothing in this Supplemental Agreement shall restrict the Council and/or any other local authority from exercising powers of compulsory purchase in respect of any part of the Land

- 5.2.2 Unless the right of enforcement is expressly granted the parties to this Supplemental Agreement do not intend any of its terms to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Supplemental Agreement save for the avoidance of doubt it is declared that the exclusion of the application of the Contracts (Rights of Third Parties) Act 1999 shall not prevent any future successor in title to any of the parties to this Supplemental Agreement from being subject to or able to benefit from or to enforce any of the obligations benefiting such original party in this Supplemental Agreement including by any successor local planning authority to the Council exercising planning powers under the 1990 Act and the parties may rescind or vary this Supplemental Agreement without the consent of a third party to whom an express right to enforce any of its terms has been provided
- 5.2.3 If any of the terms obligations and/or covenants in this Supplemental Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable the same shall be severable from the remainder of this Supplemental Agreement and the remainder of this Supplemental Agreement or the application of such terms obligations and/or covenants to parties or circumstances other than as to which such terms obligations and/or covenants is held invalid or unenforceable shall not be affected thereby and each of the other terms obligations and/or covenants of this Supplemental Agreement and the Planning Permission shall be valid and be enforceable to the full extent permitted by law
- 5.2.4 Each party to this Supplemental Agreement acknowledges that this Supplemental Agreement has not been entered into in reliance wholly or partly on any statement or representations made by or on behalf of the other party except any such statement or representation that is expressly set out in this Supplemental Agreement
- 5.2.5 Obligations entered into by any party which comprises more than one person shall be deemed to be joint and several

5.2.6 This Supplemental Agreement will come into full force and effect on the date hereof. Other than as provided herein, the Main S106 Agreement continues in full force and effect.

6 PAYMENT OF COSTS

The Owner agrees to pay to the Council on the signing hereof the sum of £1,000.00 in respect of the Council's legal costs for the preparation and execution of this Supplemental Agreement

IN WITNESS whereof the Owner and the Council have executed this Supplemental Agreement as a **DEED** the day and year first before written

CERTIFICATE 1

As Solicitors for the Owner (as defined in this Supplemental Agreement)
we hereby certify that Recitals B & D within this deed are correct.

Signed *Slater*
Gordon

Dated 30-7-2015

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

[Signature]
Head of Corporate and Customer Services



231/15(a)

SIGNED AS A DEED by
GOWER HOMES LIMITED
acting by ITS DIRECTOR
and *[Signature]*
~~for and on behalf of Gower Homes Limited~~
~~under a power of attorney dated~~

M. Foyar

.....
Attorney

.....
Attorney

Witness Signature:

[Signature]
TAMM MARTIN LUKI

in pursuance of its powers under the Acts and Orders made to below, the County Borough Council as Local Planning Authority, hereby determines your application in accordance with the particulars and plans comprising the application

Applicant	MR MICHAEL FORGRAVE GOWER HOMES LTD	Code Number	WRR P/2015/0228
Applicant's Agent	PARRY DAVIES ARCHITECTS LTD MR RICHARD GRATTON STUDIO 55:20 NORTH WALES BUSINESS PARK ABERGELE CONWY LL22 8LJ	Date Received	25/03/2015
		Decision Date	

DRAFT DECISION

Town and Country Planning Act, 1990

Location of application

THE SIDINGS, FORMER REMPLOY SITE, RAILWAY ROAD AND STANSTY ROAD, STANSTY, WREXHAM, LL11 2DN

Description of application

RE-SITING AND / OR SUBSTITUTION OF HOUSE TYPES FOR PLOTS 24, 25, 26 AND 27 AS PREVIOUSLY APPROVED AS PART OF PLANNING PERMISSION P/2013/0519 AND ERECTION OF ONE ADDITIONAL DWELLING (HOUSE)

In reaching this decision the Council has had regard to the relevant policies in the Wrexham Unitary Development Plan which are as follows:-

GDP1	Development objectives
H2	Residential development within settlements
T8	Parking

Particulars of decision that permission be GRANTED Subject to the following:-

Condition(s)

1. The development hereby permitted shall be commenced before the expiry of five years from the date of this permission.
2. Prior to their use on the development samples of all external facing and roofing materials shall be submitted to and approved in writing by the Local

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Planning Authority. The development shall only be carried out in strict accordance with such details as are approved.

3. Development shall not commence until a scheme of noise mitigation in respect of each dwelling subject to this planning permission has been submitted to and approved in writing by the Local Planning Authority. The scheme of mitigation for each dwelling as approved shall thereafter be implemented in full prior to the occupation of that dwelling.

4. No part of the development shall commence until a scheme for the comprehensive and integrated drainage of the site indicating provision for foul water, surface water and land drainage has been submitted to and approved in writing by the Local Planning Authority. Prior to the submission of those details, an assessment shall be carried out into the potential for disposing of surface water by means of Sustainable urban Drainage Systems (SuDS) in accordance with the principles of sustainable drainage systems set out in Technical Advice Note 15: Development and Flood Risk, and the results of the assessment shall be submitted in writing to the Local Planning Authority. Where a SuDS scheme is to be implemented, the submitted details shall:

- i) Provide information about the design storm period and intensity, the method employed to delay and control the surface water discharged from the site and the measures taken to prevent pollution of receiving ground water and/or surface waters;
- ii) Specify the responsibilities of each party for the implementation of the SuDS scheme, together with a timetable for that implementation; and,
- iii) Provide a timescale for implementation, management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public authority or statutory undertaker and any other arrangements to secure the operation of the scheme throughout its lifetime.

5. Within three months of commencement of development, full details of a hard and soft landscaping scheme together with a timescale for implementation of works shall be submitted to and approved in writing by the Local Planning Authority.

6. The landscaping scheme submitted and approved in connection with condition no. 8 shall be fully implemented in all respects within the agreed timescale and in strict accordance with the approved scheme.

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7. No dwelling shall be occupied until the boundaries of that dwelling have been enclosed in accordance with a scheme of boundary treatment that shall first have been submitted to and approved in writing by the Local Planning Authority.

8. Prior to their first occupation each dwelling shall be provided with off-street parking in accordance with the details shown on the approved drawing no. 12.5407/ PART SITE LAYOUT - PLOTS 24 - 27.

9. All works in relation to the implementation of this permission, including deliveries to and / or leaving the site, shall be undertaken only between the hours of 7.30 and 18.00 Monday to Friday, and 08.00 to 14.00 on a Saturday, and at no time on a Sunday or a Bank Holiday.

Reason(s)

1. To comply with Section 91(3) of the Town and Country Planning Act, 1990.
2. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
3. In the interests of ensuring the amenity of future occupiers of the development.
4. To ensure satisfactory drainage of the site and to avoid flooding.
5. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
6. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
7. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
8. To provide for the parking and turning of vehicles clear of the highway and to ensure that reversing by vehicles into or from the highway is rendered unnecessary in the interest of traffic safety.
9. To protect the amenities of the occupiers of nearby properties.

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Note(s) to applicant

Prior to any works commencing on site, to include the demolition of existing buildings, a method statement and risk assessment must be submitted to Network Rail's Asset Protection Engineer
(AssetProtectionWales@networkrail.co.uk)



**Officer Appointed for this purpose
Head of Community Wellbeing and Development**

Refer to the Statement of Applicant's Rights and General Information enclosed