

MEMORANDUM

From: Head of Corporate and
Customer Services
(Natalie Downes)

To: Community Wellbeing &
Development
Planning Control Manager
(FAO Sharon Holman)
(FAO Planning Admin)
(Louise Phillips) all e-mailed

Finance Department
(FAO Land Charges)e-mailed

Head of Housing & Public
Protection
(FAO Martin Howarth) e-mailed

Corporate & Customer Services
Department
(FAO Petra Samuels)

Our Ref: ND/10008408

Your Ref: P/2014/0292

Date: 1st April 2015

Town & Country Planning Act, 1990 (as amended) – Supplemental Section 106
Former Rosemary Nurseries, Burton, Rossett
Gordon Mytton Developments Limited

I am now in receipt of triplicate Planning agreement in this case and the agreements have now been executed by all parties.

I would advise that completion of the above mentioned supplemental planning obligation has now taken place, the date of the agreement being 1st April 2015 and a copy is attached for your records and information.

I have reminded the Solicitor acting for Gordon Mytton Developments Limited that the monitoring fee must be made directly to the Planning Department.

I also attach copy plan for Land Charges use in registering a Local Land Charge in respect of the Agreement on the Property and a copy agreement for all interested parties.

I enclose the Council's original Part Deed with my memo to Petra Samuels for indexing



Natalie Downes
For Head of Corporate and Customer Services

DATED

1st April

2015

WREXHAM COUNTY BOROUGH COUNCIL (1)

GORDON MYTTON DEVELOPMENTS LIMITED (2)

and

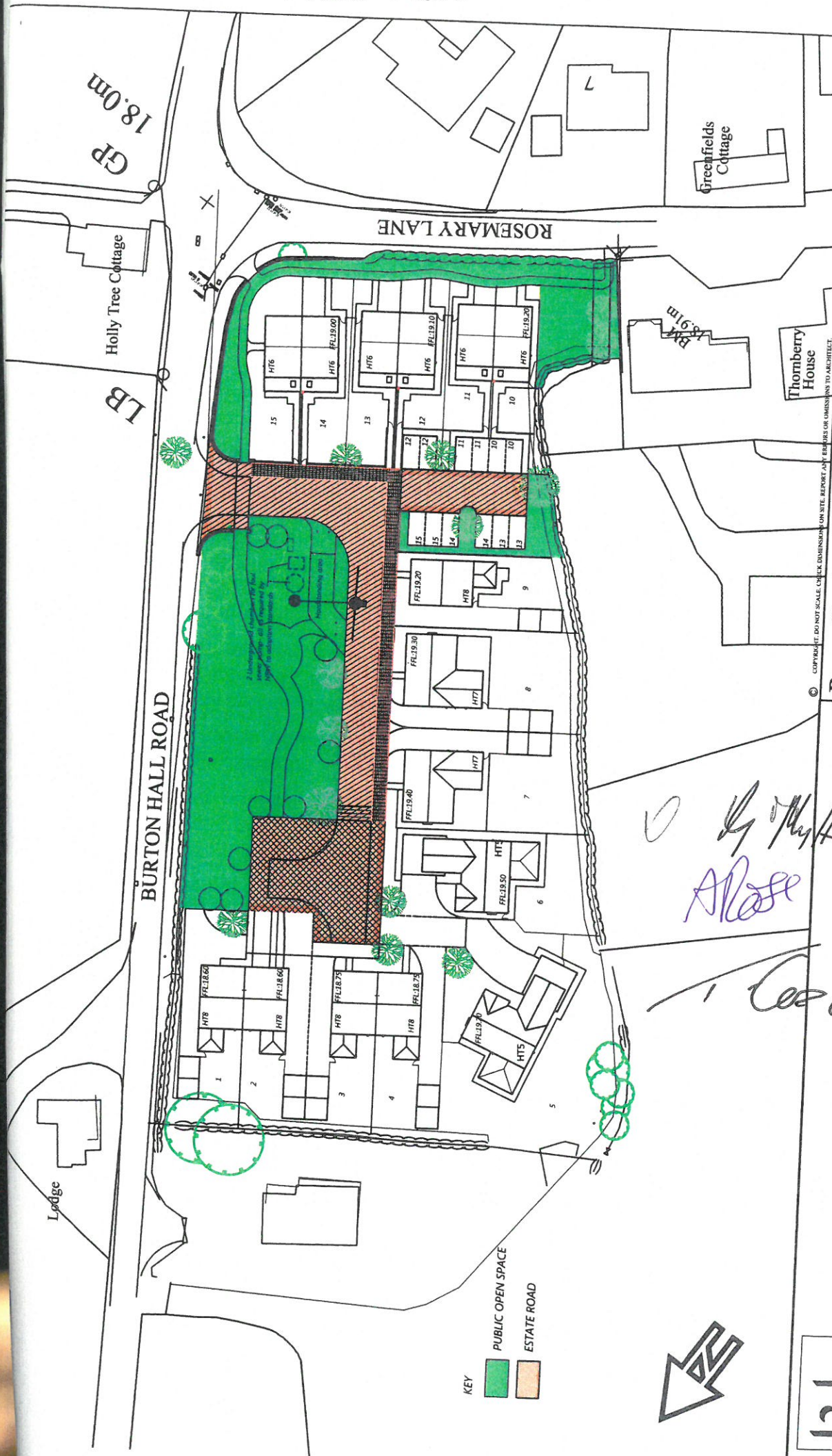
LLOYDS BANK PLC (3)

SUPPLEMENTAL AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990
in respect of land at Former Nurseries, Burton Hall Road, Rossett, Wrexham
LL12 0AR

T Coxon
Head of Corporate and Customer Services
Guildhall
Wrexham
LL11 1AY
(Ref: ND/10008408)

New Plan



Chartered Architects.				
DATE	SCALE	DRWN	CHK	REV
September 2014	1:50 @ A3	REC		
DRWG. NO.	14.5518/L1			
	B			

Parry Davies Architects.
Land at Burton Hall Road, Rossett

SITE LAYOUT PLAN

Studio 55:20, North Wales Business Park, Abergele LL22 8LJ

Tel: 01745 585517 E-mail: PDPArchitects@aol.com



KEY
PUBLIC OPEN SPACE
ESTATE ROAD

Handwritten notes:
V G. H. H.
A. Rose
1. See con.

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THIS AGREEMENT is made on the 1st day of April 2015
BETWEEN:-

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham LL11 1AY ("the Council")
- (2) **GORDON MYTTON DEVELOPMENTS LIMITED** (company number 01301308) whose registered office is at 15 Dee Court, Bangor-on-Dee, Wrexham LL13 0AQ ("the Owner")
- (3) **LLOYD BANK PLC** (company number 2065) 9995 of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ ("the Mortgagee")

RECITALS

- (A) This Supplemental Agreement is made under Section 106 of the Town and Country Planning Act 1990 and is supplemental to the Main S106 Agreement
- (B) The Owner is now the owner of the Site which is registered at the Land Registry under Title Number CYM45357 having purchased the Site from Nathaniel Vincent Maurice-Jones and Helen Jane Maurice-Jones
- (C) By a legal charge dated 17 December 2014 and made between the Owner of the one part and the Mortgagee of the other part the Site was charged by way of legal mortgage to the Mortgagee
- (D) The Main s106 Agreement regulates development of the Site under the Existing Permission
- (D) The Owner has identified a practical problem with Plan C and the parties have agreed to substitute the New Plan for Plan C
- (E) 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 Permission"

means the planning permissions granted by the Council under code number P/2014/0292

“Main s106 Agreement”

means the Agreement dated 17 December 2014 made between the Council and Nathaniel Vincent Maurice-Jones and Helen Jane Maurice-Jones

“New Plan”

means the plan annexed to this Supplemental Agreement

“Supplemental Agreement”

means this agreement

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 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 Site 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 Variation

The parties agree that the Main s106 Agreement shall as from the date of this Supplemental Agreement be read and construed and take effect subject to the following amendment:

Plan C is replaced with the New Plan

3.2 Continuation of Main S106 Agreement

The parties agree that from the date hereof the Main S106 Agreement shall continue in full force and effect amended by clause 3.1 of this Supplemental Agreement

3.3 Agreements and Declarations

- (a) 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;
- (b) 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
- (c) 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

- (d) 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

3.4 Payment of costs

The Owner agrees to pay to the Council on the signing hereof the sum of £300.00 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 Recital B within this deed is correct.**

Signed

Dated

2015

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

I. Carson
Head of Corporate and Customer Services



98/15(b)

SIGNED AS A DEED by **GORDON MYTTON
DEVELOPMENTS LIMITED** acting by a
director in the presence of

x *G Mytton*

Witness sig *J. Savage*

Witness' name J SAVAGE

Address 14 Meadow Close

Farnham

CH3 6PP

EXECUTED as a DEED by
LLOYDS BANK PLC
by [
its duly authorised attorney
in the presence of:-

SIGNED AS A DEED

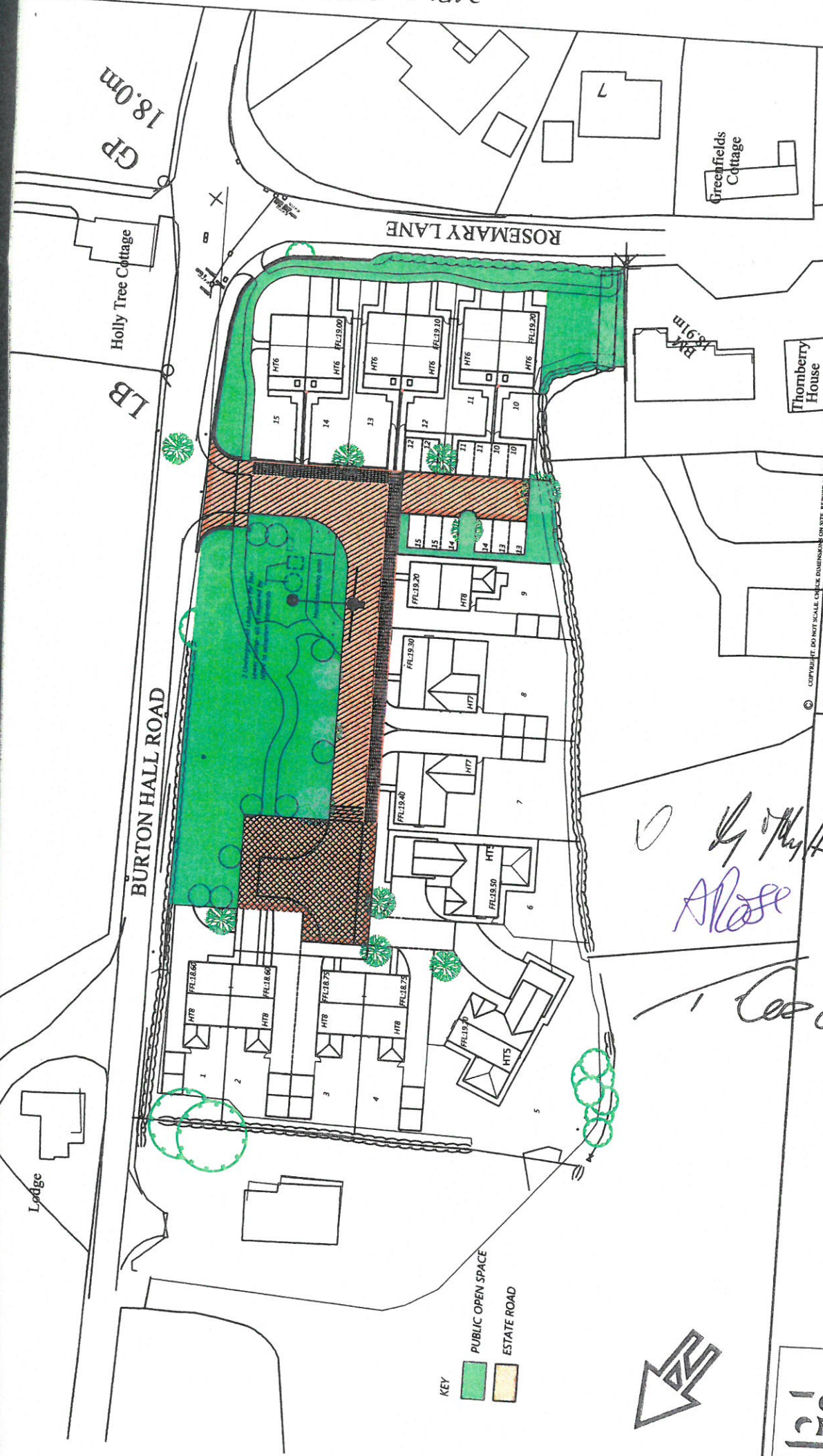
BY ADAM PETER ROSE
as authorised signatory for
Lloyds Bank
in the presence of (signature of witness)

Per Pro
Lloyds Bank

Adam Peter Rose
Wobaston Rd, Wolverhampton WV9 5HZ

[Signature]

New Plan



GP 18.0m

Holly Tree Cottage

LB

BURTON HALL ROAD

ROSEMARY LANE

Greenfields Cottage

Thornberry House

Lodge

KEY
PUBLIC OPEN SPACE
ESTATE ROAD



1233

Chartered Architects.

Parry Davies Architects.
Land at Burton Hall Road, Rossett

SITE LAYOUT PLAN

STUDIO 55-20, North Wales Business Park, Abergole LL22 8LJ

Tel: 01745 585517 E-mail: PDPArchitects@outlook.com

DATE	SCALE	DRAWN	CHK
September 2014	1:50 @ A3	REG	
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