

DATED

16TH OCTOBER

2012

WREXHAM COUNTY BOROUGH COUNCIL (1)

GOWER HOMES LIMITED (2)

- and -

THE TRUSTEES of the
KENT SUPPLIES GROUP RETIREMENT BENEFIT SCHEME (3)

A G R E E M E N T

Pursuant to Section 106A (1)(a) of the Town and Country Planning Act 1990
arising from development at the former Celtic Industrial Estate,
Top Road, Summerhill in the County Borough of Wrexham

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

Ref. LP/SH/10005050

THIS DEED is made the 16TH day of OCTOBER Two thousand and twelve **BETWEEN WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY (hereinafter called "the Council") of the first part **GOWER HOMES LIMITED** (Co. Regn. No. 1204658) whose registered office is at 8, Temple Row, Wrexham, LL13 8LY (hereinafter called "the Owner") of the second part and **HENRY ERNEST GOULD, FRANCES ELIZABETH GOULD** and **STEPHEN ARTHUR GOULD**, the Trustees of the Kent Supplies Group Retirement Benefit Scheme of Mold Road, Gwersyllt, Wrexham, LL11 4AF (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 party of the second part named in the Principal Deed (hereinafter defined).
- (3) By a legal charge dated 29 February 2012 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 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 (1) (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, the Mortgagee of the second part and the Owner of the third 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

“the Land” means the land described in the First Schedule hereto

“the Obligations” means the obligations set out in the Third Schedule to the Principal Deed

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

2.1 the Principal Deed shall be henceforth read and construed as if:-

2.1.1 numbered paragraph 5. of the Third Schedule thereto had read as set out in the Second Schedule hereto and not as actually set out in the said Third Schedule

2.1.2 paragraph (3) (v) thereof had included the words “..... (except for any owner of a completed dwelling erected upon the Land pursuant to the Planning Permission)” in the second line thereof after the words “assigns” and before the words “and if”

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

The Owner hereby covenants with the Council to perform the Obligations as they are amended by this Deed

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

This Deed is a modification to a planning obligation entered into by the parties hereto in accordance with Section 106 A (1) (a) of the Act.

This Deed constitutes a local land charge and shall be registered as such.

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.

The Owner will pay to the Council on the date hereof the sum of seven hundred and fifty pounds (£750) being the costs of and incidental to preparation of this agreement.

WITNESS WHEREOF the Council has executed this Deed as a deed by the affixation of its Common Seal the Owner acting by a ^{SINGLE} director ~~and the Secretary or two of its directors~~ have each executed this Deed as a deed and the persons constituting the Mortgagee have each executed this Deed as a deed the day and year first before written.

THE FIRST SCHEDULE

("the Land")

All those pieces or parcels of land with the buildings situate thereon lying on the west side of Top Road, Summerhill, Wrexham in the County of Wrexham being the land which is at the date hereof registered in the name of the Owner at H M Land Registry with freehold title absolute under title number CYM228581 and with freehold title possessory under title number CYM328565.

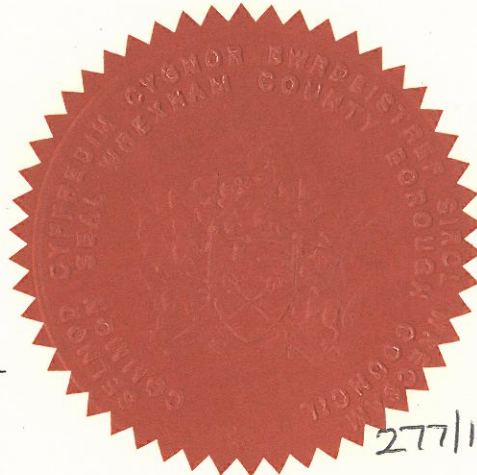
THE SECOND SCHEDULE

"5. To pay to the Council the sum of fifty one thousand five hundred and sixty pounds prior to the occupation of the twelfth property on the Development being occupied to be applied as a schools contribution."

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

S Wyn Davies

Head of Corporate and Customer Services
Legal Services Manager.



277/12

EXECUTED as a DEED by GOWER HOMES LIMITED ACTING BY ITS DIRECTOR by MICHAEL WILLIAM FORGRAVE a director and IN THE PRESENCE OF the secretary/a director

M. Forgrave,

Director, Gower Homes Limited, 23 Clarence Street, Wrexham

EXECUTED as a DEED by the said HENRY ERNEST GOULD in the presence of:-

H. E. Gould

WITNESS

NAME S P Holmes
ADDRESS 145, BRYN PLACER LAY WREXHAM
OCCUPATION COMPANY SECRETARY

EXECUTED as a DEED by the said FRANCES ELIZABETH GOULD in the presence of:-

F. E. Gould

WITNESS

NAME S P Holmes
ADDRESS 145, BRYN PLACER LAY WREXHAM

OCCUPATION COMPANY SECRETARY

EXECUTED as a DEED by the
said **STEPHEN ARTHUR GOULD**
in the presence of:-



S A G

WITNESS

NAME

S P Holmes

ADDRESS

145, BRYN PLACE WAY WREXHAM

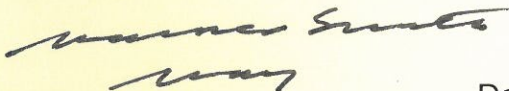
OCCUPATION

COMPANY SECRETARY

CERTIFICATE

As solicitors for the Owner (as defined in the within written deed) we hereby certify that

Recital 2 hereof is correct



Signed Dated 16/10/2012

Walker Smith Way
The Old Registry
23 Chester Street
Wrexham LL13 8BG