

DATED 8 March 2012

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

REDROW HOMES LIMITED (2)

FURTHER SUPPLEMENTAL AGREEMENT

Under Section 106 of the
Town and Country Planning Act 1990
relating to Phase 2A at the Pentre Bach Western Gateway Development Ruthin Road Wrexham
(Planning Application No: P/2007/1187)



Redrow Group Services Ltd
Redrow House
St David's Park
Flintshire
CH5 3RX

Date v1 26.01.12

THIS SUPPLEMENTAL AGREEMENT is made the 8th day of March 2012
BETWEEN

- (1) WREXHAM COUNTY BOROUGH COUNCIL of Guildhall, Wrexham, LL11 1AY;
("the Council"), and
- (2) REDROW HOMES LIMITED (Company Number: 01990710) whose registered office is situate at Redrow House, St David's Park, Flintshire, CH5 3RX ("the First Owner")

INTERPRETATION

- (a) The words and phrases contained in this Supplemental Agreement shall unless otherwise defined or indicated have the same meaning as assigned to them by the Planning Agreement and the First Supplemental Agreement
- (b) Where in this Supplemental Agreement reference is made to a clause paragraph schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Supplemental Agreement.
- (c) Words importing the singular meaning where the context so admits to include the plural meaning and vice versa.
- (d) Words of masculine gender include the feminine and neuter genders and words denoting natural persons include companies corporations and firms and all such words shall be construed interchangeably in that manner.
- (e) Any reference to an Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall include all instruments orders plans and regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom.
- (f) Where the agreement approval consent or an expression of satisfaction is required or sought by the First Owner under the terms of this Supplemental Agreement from the Council that agreement approval consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed
- (g) The clause headings contained in this Supplemental Agreement are for reference purposes only and are not incorporated into this Supplemental Agreement and shall not

be deemed to be an indication of the meaning of the parts of this Supplemental Agreement to which they relate.

- (h) Obligations entered into by any party which comprises more than one person shall be deemed to be joint and several and are to the intent that the same bind whomsoever shall become successors in title to the First Property subject to clause 12 of Schedule 1 to the Planning Agreement (as hereinafter defined).

WHEREAS

- (1) The Council is the local planning authority for the purposes of the Act in respect of the First Property and is the authority by whom the obligations hereby created are enforceable.
- (2) The First Owner is the freehold owner of the First Property which is now held under Title Number CYM192744. There are no other persons interested in the First Property to the extent that would oblige them to enter into this Agreement under Section 106 of the Act.
- (3) The First Owner and the Council wish to vary the Planning Agreement in so far as it relates to the affordable housing provision by way of the Remaining Affordable Housing Units (hereinafter defined) only, in the manner hereinafter appearing. For the avoidance of doubt it is hereby agreed that in all other respects the Planning Agreement and the First Supplemental Agreement continue in full force and effect.

NOW THIS DEED WITNESSETH as follows:

1. Section 106 Planning Obligations

- 1.1 THIS Supplemental Agreement is supplemental to (i) an agreement dated 5th November 2009 and made between (1) the Council (2) Redrow Homes (NW) Limited (3) McInerney Homes Limited (4) Pentre Bach Management Company Limited and (5) National Westminster Bank Plc made pursuant to the Act ("the Planning Agreement") and relating to both the First Property and the Second Property as therein defined and (ii) an agreement dated 13th May 2010 and made between (1) the Council and (2) Redrow Homes (NW) Limited ("the First Supplemental Agreement").

- 1.2 On the 25th day of June 2010 Redrow Homes (NW) Limited assigned its interest the First Property to the First Owner

- 1.3 This Supplemental Agreement is executed by the parties hereto as a Deed and is made pursuant to Section 106 of the Act and all other powers so enabling and the obligations in

this Supplemental Agreement are planning obligations relating to the First Property for the purposes of Section 106 of the Act and shall be enforceable by the Council against the First Owner.

- 1.4 The planning obligations on the part of the First Owner in this Supplemental Agreement are entered into so as to bind the First Property and represent further alternative proposals for the Remaining Affordable Housing Units, submitted by the First Owner to the Council pursuant to clause 7.1 of Schedule 1 of the Planning Agreement and agreed by the parties hereto and legally secured as envisaged by clause 8 thereof.

- 1.5 This Agreement will come into full force and effect on the date hereof. Other than as varied herein, the Planning Agreement and the First Supplemental Agreement continues in full force and effect.

1 Variation

- 2.1 The parties agree that the Planning Agreement shall henceforth be read and construed and take effect subject to the following additions and amendments in so far as it relates to the Remaining Affordable Housing Units:-

2.1.1 As if the Planning Agreement contained the following additional definition in the Definitions section thereof

“Remaining Affordable Housing Units”	Means the Affordable Housing Units numbered R169, R170, R171, R173, R174 and R175 on the First Property
“Intermediate Rented Housing”	Means housing units let by a Registered Social Landlord at a rent equal to or less than 80% of the open market rental (being the rent which that unit would secure in the open market as between a willing lessor and a willing lessee acting at arms length) or the maximum amount of Local Housing Allowance which would be payable for such a unit in Wrexham

2.1.2 As if in Schedule 1 of the Planning Agreement paragraph 14 thereof was deleted and replaced by the following:

Schedule 1B
Remaining Affordable Housing Units: Intermediate Rented Housing

1. Not to dispose of any Remaining Affordable Housing Units which are provided as Intermediate Rented Housing other than in accordance with the provisions of this Schedule 1B.
2. No Remaining Affordable Housing Unit shall be:
 - 2.1 let to or occupied by persons other than Persons in Housing Need who are also Qualifying Persons; and
 - 2.2 let other than as Intermediate Rented Housing; and
 - 2.3 let other than by way of an assured or assured short hold tenancy (or such statutory form of tenancy as may replace such forms of tenancies from time to time).

CERTIFICATE

As Solicitor for the First Owner (as defined in the within written deed) we hereby certify that Recital 2 thereof is correct.

Signed



Dated 12 February

2012

THE COMMON SEAL of
WREXHAM COUNTY BOROUGH

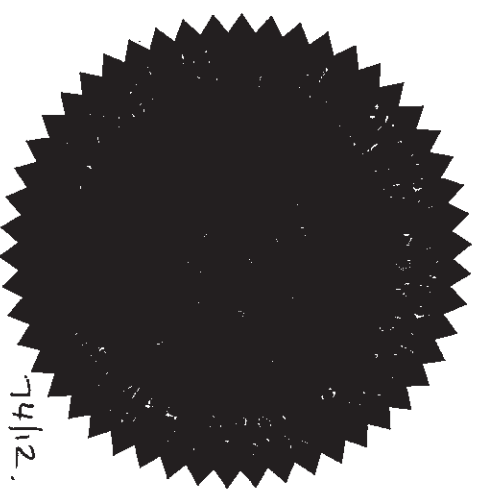
COUNCIL was hereunto

affixed in the presence

of: *Sion Waters - Breune*

Legal Services Manager

~~Head of Corporate and Customer Services~~



74/12.

SIGNED as a DEED by

Alwanda McSkid
as attorney for

REDROW HOMES LIMITED

in the presence of:-

Arundine

as attorney for REDROW HOMES LIMITED

Signature of witness *Kathy Cooper*

Name (in BLOCK CAPITALS) *KATHRYN COOPER*

Address: *THE BARN, BOSTON DRIVE*

SANDFIELD PARK, LIVERPOOL

L21 4Q

SIGNED as a DEED by

Thomas Freake as attorney for
REDROW HOMES LIMITED

in the presence of:-

Tom Freake

.....
as attorney for REDROW HOMES LIMITED

Signature of witness *Kathryn Roper*

Name (in BLOCK CAPITALS) KATHRYN ROPER

Address THE BARN SOUTH DRIVE

..... SANDFIELD PARK LIVERPOOL

..... L21 1LD