

DATED

2024

JACK ROBERTS & FRANKIE ROBERTS (1)

-AND-

SHROPSHIRE COUNCIL (2)

**DEED OF VARIATION PURSUANT TO SECTION 106 AGREEMENT DATED 4
FEBRUARY 2013**

**relating to land at Woolston Farm (Site 2) Woolston, West Felton,
Oswestry, Shropshire SY10 8HY**



**LEGAL AND DEMOCRATIC SERVICES
The Shirehall Abbey Foregate Shrewsbury SY2 6ND
DX 702024 Shrewsbury 2**

Planning Reference: 12/03644/FUL & 23/02582/FUL

THIS DEED is made the day of Two
Thousand and Twenty-Four

BETWEEN:

1. **JACK ROBERTS & FRANKIE ROBERTS** of The Coppie, Woolston, Oswestry, Shropshire (“the Owner”); and
2. **SHROPSHIRE COUNCIL** of Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND (“the Council”);

RECITALS

1. The Owner is the registered proprietor of the Land registered at HM Land Registry under the Title.
2. The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
3. An Agreement dated 4 February 2013 between (1) the Owner and (2) the Council (“the Original Agreement”) was entered into in connection with the grant of the Planning Permission for the Development.
4. The Planning Permission was granted on the Land on 8 February 2013 for the Development.
5. An application was made to the Council and allocated the reference 23/02582/FUL for the erection of part 2 storey and part single storey extension which was refused by the Council by refusal notice dated 10 August 2023 (“the Refusal Notice”).
6. The Owner has appealed to the Planning Inspectorate against the Refusal Notice and has entered into this Deed with the Council in the event that their appeal against the Refusal Notice is successful and permission is granted by the Planning Inspectorate (“the Appeal Permission”).
7. The parties have agreed to enter into this Deed with the intention that the obligations contained in this Deed may be enforced by the Council against the Owner and their successors in title.
8. The parties have agreed that upon the Appeal Permission being granted to vary the Original Agreement to apply to the Appeal Permission as set out in this Deed.

NOW THIS DEED WITNESSES as follows:-

1. This Deed is made pursuant to Section 106 and 106A of the Town and Country Planning Act 1990 as amended Section 2 Local Government Act 2000 Section 111 Local Government Act 1972 as amended and Section 1 Localism Act 2011 and all other relevant enabling provisions
2. This Deed is a local land charge and is registrable as such.
3. Apart from the variations to the Original Agreement referred to in the Schedule of Variations annexed hereto ("Schedule of Variations") the words and expressions defined in the Original Agreement shall bear the same meaning in this Deed.
4. This Deed shall come into effect upon the Appeal Permission being granted by the Planning Inspectorate.
5. Save as varied the provisions of the Original Agreement shall remain in full force and effect.
6. The parties to this Deed do not intend that any of the terms of this Deed will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not party to it.
7. Nothing in this Deed shall be taken as a waiver of any rights which the Council may have under the terms of the Original Agreement as varied by this Deed in the event of there being any past and/or future breach or breaches by the parties or their successors in title
8. The parties hereby agree and covenant with each other that from the grant of the Appeal Permission the Original Agreement shall be varied in accordance with the Schedule of Variations.
9. The Owner covenants with the Council to be bound by the covenants contained in the Original Agreement as varied by this Deed and that the obligations in the Original Agreement shall also apply to the Appeal Permission.
10. On completion of this Deed the Owner covenants with the Council to pay the Council's reasonable legal costs in relation to the preparation and completion of this Deed

IN WITNESS whereof the parties have hereto executed and delivered this Deed the day and year first before written

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SIGNED as a **DEED** by)
JACK ROBERTS)
in the presence of:)

Witness' Signature:
Witness' Name:
Witness' Address:

Witness' Occupation:

SIGNED as a **DEED** by)
FRANKIE ROBERTS)
in the presence of:)

Witness' Signature:
Witness' Name:
Witness' Address:

Witness' Occupation:

EXECUTED as a **DEED** by)
affixing **THE COMMON SEAL** of)
SHROPSHIRE COUNCIL)

in the presence of:-)

Tim Collard/Miranda Garrard
Assistant Director – Legal and Democratic Services/Head of Legal and Democratic Services

SCHEDULE OF VARIATIONS

1. All references in the Original Agreement to the Planning Permission shall also include reference to the Appeal Permission.
2. All references in the Original Agreement to the application for the Planning Permission shall also refer to the application for the Appeal Permission.
3. All reference in the Original Agreement to the Development shall also include reference to the development pursuant to the Appeal Permission.