

DATED

6th December

2017

THE CITY COUNCIL OF BRISTOL (1)

and

PG CARRIAGEWORKS LLP (2)

SUPPLEMENTAL AGREEMENT

under Sections 106 and 106A of the Town and Country Planning Act 1990
Sections 111 and 120 of the Local Government Act 1972 and other
statutory provisions relating to land
at Westmoreland House 104-106 Stokes Croft Bristol
Planning refs: 17/04438/X and 17/04561/X

Shahzia Daya
Service Director - Legal
City Hall
College Green
Bristol
BS1 5TR
Ref: FD8.35/
IA2-1295/GD

THIS AGREEMENT is made the
thousand and seventeen

6th day of December two

BETWEEN

- (1) THE CITY COUNCIL OF BRISTOL of The City Hall College Green Bristol BS1 5TR (the "Council") of the first part and
- (2) PG CARRIAGEWORKS LLP (Company Registration Number OC416422) whose registered office is at Stockwood Chambers Cowper Street Bristol BS5 9JL (the "Owner") of the second part

BACKGROUND

- (A) The Council is the local planning authority for the area in which the Land is situated
- (B) The Owner is the owner of freehold titles AV98683 and AV41507 in respect of the Land
- (C) On 7 July 2016 the Council (1) Opecprime Properties Limited (2) and Fifth Capital London Limited (3) entered into the Original Agreement
- (D) The Owner is the successor in title to Opecprime Properties Limited to the Land
- (E) On 8 August 2017 the Owner submitted the Variation Applications to the Council and the Council has resolved to approve the Variation Applications subject to the prior completion of this Supplemental Agreement
- (F) Without prejudice to the terms of the other covenants contained in the Original Agreement the parties hereto have agreed to vary the terms of the Original Agreement as set out in this Supplemental Agreement

OPERATIVE PROVISIONS

1 INTERPRETATION

- 1.1 In this Supplemental Agreement unless the context indicates otherwise or otherwise requires or admits the words and expressions below shall mean as follows:

“Original Agreement” the agreement made under Section 106 of the Act relating to the Land referred to in Recital (C)

“Variation Applications” the applications made to the Council (reference numbers 17/04438/X and 17/04561/X for permission to vary condition numbers 2 (demolition) 3 (material samples) 4 (contamination remediation strategy) 11 (details of bird nesting) 18 (recording of the historic fabric of the buildings to be disturbed or concealed) 19 (contamination – submission of remediation scheme) 20 (contamination site characterisation) 22 (sustainable drainage strategy) 23 (code for sustainable homes) 24 (BREEAM) and 43 (list of approved plans) attached to planning permission reference 14/05930/F and for permission to vary condition numbers 4 (recording of those parts of the building which are likely to be disturbed or concealed) and 5 (list of plans attached to original consent) attached to listed building consent reference 14/05982/LA

but otherwise unless the context otherwise requires all words and phrases defined in the Original Agreement shall have the same meaning in this Supplemental Agreement

- 1.2 Any reference to the parties or any other legal or natural person shall include his her its or their heirs assigns and successors in title to the Land and in the case of the Council shall also include any successor in function

- 1.3 Any covenants obligations or other commitments given by more than one party shall be joint and several
- 1.4 Neuter words shall include the masculine or feminine gender (as the case may be) and singular words shall include their plural numbers
- 1.5 The headings throughout this Supplemental Agreement are for convenience only and shall not be taken into account in the construction and interpretation of this Supplemental Agreement

2 STATUTORY POWERS

This Supplemental Agreement shall be registered as a Local Land Charge and is entered into pursuant to Sections 106 and 106A of the Act Sections 111 and 120 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other statutory and enabling powers

3 VARIATIONS TO ORIGINAL AGREEMENT

It is hereby agreed between the parties hereto that the Original Agreement shall be varied as set out in the Schedule to this Supplemental Agreement

4 THIRD PARTIES

In accordance with Sections 1(2) and 2(3)(a) of the Contracts (Rights of Third Parties) Act 1999 no term of this Supplemental Agreement shall be enforceable by a third party and any term may be rescinded or varied without the consent of any third party

5 CONFIRMATION OF INTERESTS

The Owner confirms that apart from the parties to this Supplemental Agreement are no other persons with any interest (legal or equitable) in the Land or any part thereof

6 LOCAL AUTHORITY'S STATUTORY POSITION

Nothing herein contained or implied shall limit prejudice or affect the rights duties and obligations of the Council under all statutes byelaws statutory instruments orders and regulations in the exercise of its function as a local authority

7 COSTS

The Owner shall pay to the Council on the date hereof its proper and reasonable legal costs incurred in connection with this Supplemental Agreement

8 JURISDICTION

This Supplemental Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales

9 MISCELLANEOUS

9.1 Nothing in this Supplemental Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Supplemental Agreement

9.2 Insofar as any clause or clauses or any part thereof of this Supplemental Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Supplemental Agreement

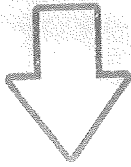
EXECUTED as a deed by the parties and delivered the day and year first before written

SCHEDULE

(Variations to the Original Agreement)

In clause 1.1 the following words shall be added to the end of the definition of "Planning Application":

"and the applications made to the Council (reference numbers 17/04438/X and 17/04561/X) for permission to vary condition numbers 2 (demolition) 3 (material samples) 4 (contamination remediation strategy) 11 (details of bird nesting) 18 (recording of the historic fabric of the buildings to be disturbed or concealed) 19 (contamination – submission of remediation scheme) 20 (contamination site characterisation) 22 (sustainable drainage strategy) 23 (code for sustainable homes) 24 (BREEAM) and 43 (list of approved plans) attached to planning permission reference 14/05930/F and for permission to vary condition numbers 4 (recording of those parts of the building which are likely to be disturbed or concealed) and 5 (list of plans) attached to listed building consent reference 14/05982/LA and shall also include such other permission as may be granted by the Council in respect of the Application Land pursuant to an application for planning permission made pursuant to Section 73 of the 1990 Act provided that such permission does not materially alter the obligations contained in this Agreement SAVE that the Council reserves the right to require a supplemental deed at its sole election"



EXECUTED AS A DEED by affixing)
the COMMON SEAL of)
THE CITY COUNCIL OF BRISTOL)
was affixed in the presence of:)

[Handwritten signature]

Authorised signatory

(K. E. FROUD)

133445

EXECUTED AS A DEED by)
PG CARRIAGEWORKS LLP)
acting by a designated member)
in the presence of:)

[Handwritten signature: Stuart Gaiger]

STUART GAIGER

Witness signature:

[Handwritten signature: S. Low]

Witness name:

SAMANTHA LOW

Witness occupation:

Receptionist

Witness address:

51, Priestley Way
Burnham-on-Sea
Somerset, TA8 1QX

AUTHORITY FOR SEALING

.....
Full Council.....Executive

Executive Decision number

Dated 31.5.16.....

Initials GD.....