

DATED 23 MARCH 2021

- (1) WREXHAM COUNTY BOROUGH COUNCIL
- (2) DAFYDD RHYS JONES AND HUW GWYN JONES
- (3) HSBC UK BANK PLC

VARIATION AGREEMENT

Pursuant to a section 106 Town and Country Planning Act 1990 Agreement dated 11 November 2011 relating to Llwyn Onn Farm and land at Five Fords Farm Abenbury Wrexham in the County Borough of Wrexham

HOOPER / BURROWES
LEGAL

Unit 11, The Courtyard, Yeomanry Road, Shrewsbury, Shropshire SY1 3EH
Tel: 01743 292444 Ref: JT.JON052

Date 23 MARCH 2022

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham LL11 1AY (the **Council**);
- (2) **DAFYDD RHYS JONES** and **HUW GWYN JONES** of Five Fords Farm, Cefn Road, Marchwiel, Wrexham LL13 0PA and of Llwyn Ucha, Abenbury, Wrexham LL13 0NY and the Old Farmhouse, Old Llwyn Onn Farm, Abenbury, Wrexham LL13 0NY (the **Owner**); and
- (3) **HSBC UK BANK PLC** (Company no. 9928412) of Securities Processing Centre, PO Box 6304, Coventry CV3 9JY (the **Mortgagee**).

IT IS AGREED as follows:

INTRODUCTION

- 1.1 The parties have previously entered into a Section 106 Agreement dated 1 November 2011 (the **Original 106 Agreement**) in relation to the grant of Planning Permission for development reference P/2010/1093.
- 1.2 The parties have agreed to vary certain provisions of the Original 106 Agreement in accordance with this agreement.
- 1.3 This agreement is supplemental to the Original 106 Agreement.

1. INTERPRETATION

- 1.1 In this agreement, unless otherwise stated, a reference to:
 - 1.1.1 a clause is to a clause of this agreement;
 - 1.1.2 the singular includes the plural (and vice versa) and a gender includes every gender;
 - 1.1.3 a party is to a party to this agreement and includes its permitted assignees, successors in title or personal representatives; and
 - 1.1.4 this agreement or any part of this agreement or any other document is to this agreement, that part or that document as in force for the time being and as amended from time to time in accordance with its terms or that document or with the agreement of the relevant parties.
- 1.2 Words and expressions defined in the Original Option Agreement shall have the same meanings in this agreement.
- 1.3 The headings in this agreement are for convenience only and do not affect interpretation.
- 1.4 The words "other", "include", "including" and "in particular" (or any similar words or expressions) do not limit the generality of any preceding words and any words which follow them shall not be limited by any preceding words where a wider interpretation is possible.

2. VARIATION

2.1 With effect from the date of this agreement, the parties agree that:

2.1.1 The reference to "the First Owner" on page 1 of the Original 106 Agreement shall be deleted.

2.1.2 The reference to the "Second Owner" on page 1 of the Original 106 Agreement shall be replaced with "the Owner" and all subsequent references to "Second Owner" shall be construed accordingly

2.1.3 The reference to (2) in the recitals on page 1 of the Original 106 Agreement shall be deleted

2.1.4 Clause 1 of the Original 106 Agreement shall be deleted and replaced with the following:

The Owner covenants with the Council to observe and perform the obligations (hereinafter called the "Obligation") set out in the Third Schedule hereto

2.1.5 The reference to "the First Owner and the Second Owner" in Clause 2 of the Original 106 Agreement shall be deleted and replaced with "the Owner"

2.1.6 Clause 3 (v) of the Original 106 Agreement the reference to "the First Owner and of the persons comprising" shall be deleted

2.1.7 Clause 3 (vi) of the Original 106 Agreement the reference to "the First Owner" shall be deleted

2.1.8 The plans numbered 1 and 2 appended to the Original 106 Agreement shall be removed and be replaced with the plan attached to this deed at Appendix 1

2.1.9 the defined term "the Land" shall be deleted at Schedule 1 and replaced with the following:

The freehold property known as Old Llwyn Onn Farm Abenbury, Wrexham LL13 0NY which is shown edged blue on the plan attached hereto and registered at HM Land Registry with title absolute in the name of the Owner under title number CYM452264

2.2 Save as provided in clause 2.1, the Original 106 Agreement shall continue in full force and effect.

3. GENERAL

3.1 This agreement is the entire agreement between the parties with respect to all matters referred to in this agreement. This agreement supersedes and terminates all previous agreements between the parties relating to such matters, other than in relation to any fraud or fraudulent misrepresentation.

3.2 No variation to this agreement shall be effective unless made in writing and signed by or on behalf of all the parties to this agreement. The parties shall not be required to obtain the consent of any third party on whom a benefit is conferred under this

agreement to the termination or variation of this agreement or to the waiver or settlement of any right or claim arising under it.

- 3.3 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original. All the counterparts shall together form one and the same agreement, which shall be deemed executed when counterparts executed by all of the parties are delivered.
- 3.4 This agreement shall be governed by and interpreted in accordance with the laws of England and Wales. Non-contractual obligations (if any) arising out of or in connection with this agreement shall be governed by English law. The parties agree to submit to the exclusive jurisdiction of the English Courts in relation to any claim or matter (whether contractual or non-contractual arising under this agreement).

EXECUTED as a deed and delivered on the date stated at the beginning of this agreement.

SIGNED AND DELIVERED.

Lisa Maria Rodgers

Witness:

Address:

Richard James Etches

Bank Official

HSBC UK Bank plc
Sheffield Securities
Processing Centre

EXECUTED as a DEED by

affixing the Common Seal of

WREXHAM COUNTY BOROUGH

COUNCIL in the presence of:

Chief Officer Governance and Customer
Head of Service, Legal Democratic & Registration

[EXECUTED BY MORTGAGEE]



57/22(a)

EXECUTED as a DEED by
DAFYDD RHYS JONES and HUW
GWYN JONES
in the presence of:

Witness signature

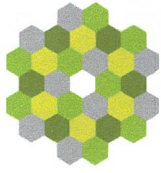
HOOPER BURROWES LEGAL
11 Yeomanry Road
Battlefield Enterprise Park
Shrewsbury
SY1 3EH

JULIE DIANA TRIMPE
Witness name (in BLOCK CAPITALS)

504470K

APPENDIX 1

Plan



HM Land Registry
Official copy of
title plan

Title number **CYM452264**
Ordnance Survey map reference **SJ3648NW**
Scale **1:2500**
Administrative area **Wrexham / Wrexham**

© Crown Copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.



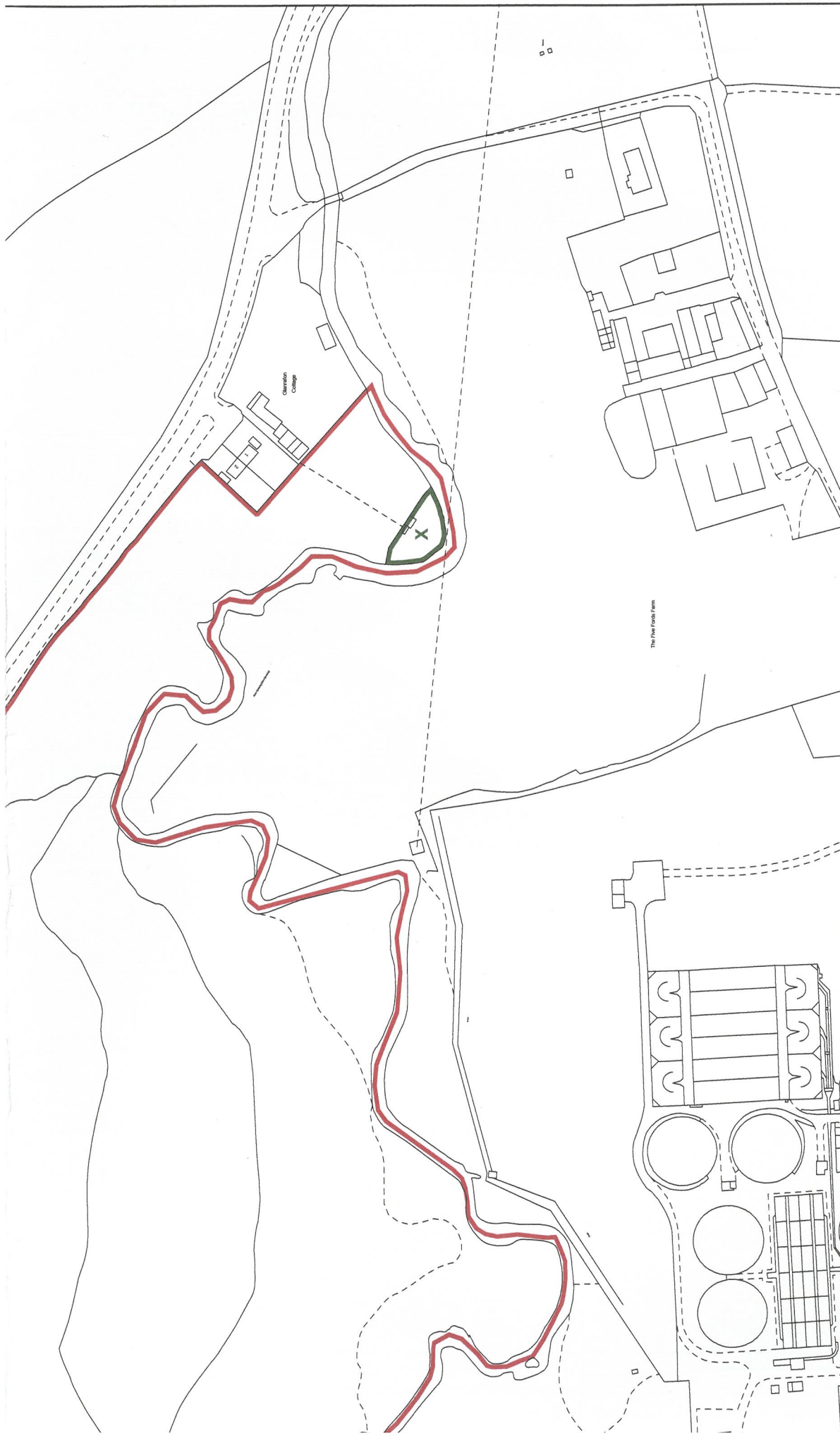
HSBC UK Bank plc
Sheffield Securities
Processing Centre

Ch. B. B.

Bank Official

HM Land Registry

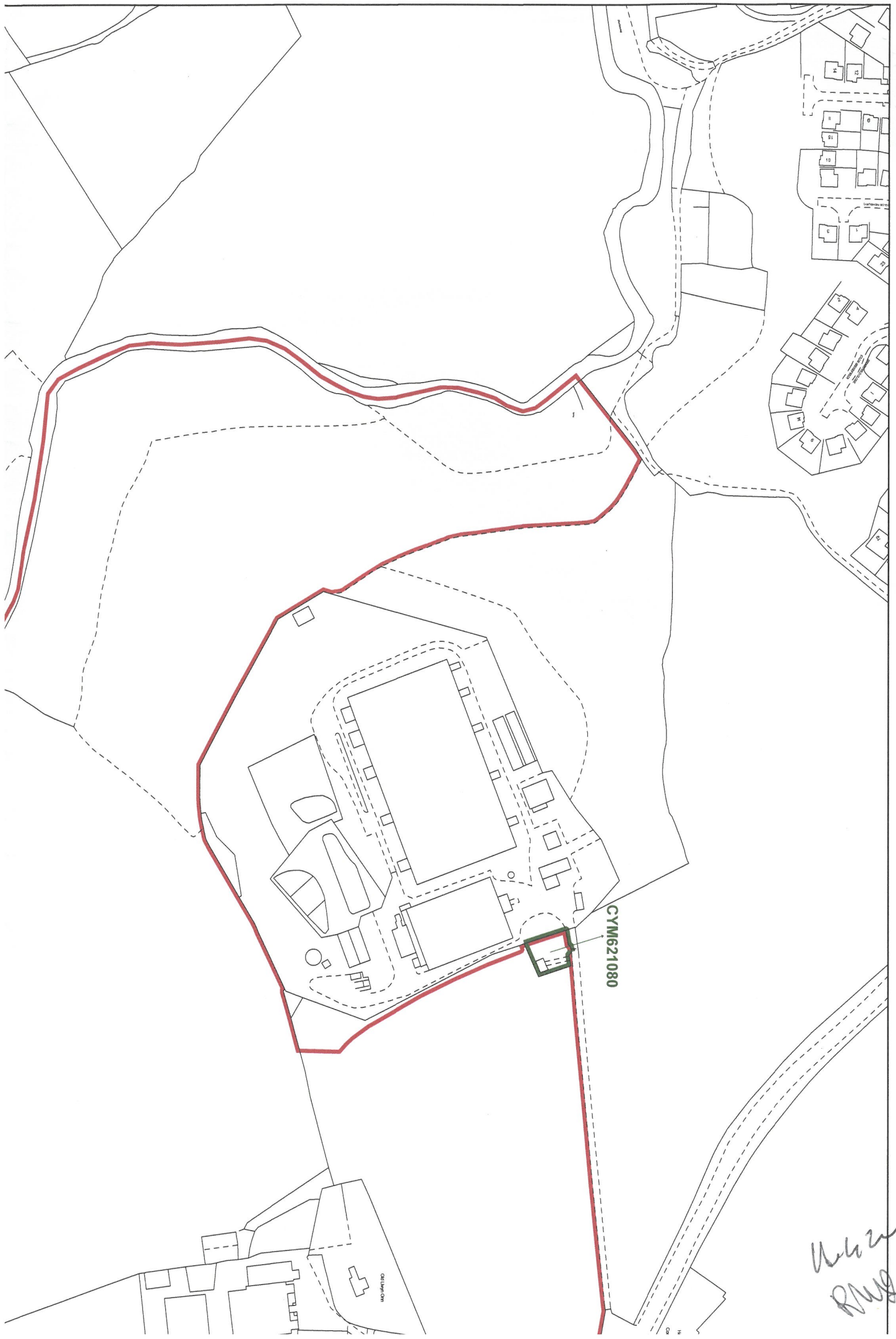
CEM ROAD



veen the same points on the ground.



This official copy issued on 24 August 2021 shows the state of this title plan on 24 August 2021 at 18:05:09.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements taken from the original.
This title is dealt with by HM Land Registry, Durham Office.



WILSON STREET

WILSON STREET