

DATED

19th June

2013⁺

WREXHAM COUNTY BOROUGH COUNCIL (1)

MESSRS D R AND H G JONES (2)

- and -

HSBC BANK PLC (3)

A G R E E M E N T

Pursuant to Section 106A (1)(a) of the Town and Country Planning Act 1990
in respect of Old Llwyn Onn Farm, Abenbury in the County Borough of Wrexham

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

Ref. LP/LMK/10005474

AGREEMENT-DR AND HG JONES

THIS DEED is made the ^{19th} day of ^{June} ~~thirteen~~ ^{fourteen} Two thousand and
B E T W E E N WREXHAM COUNTY BOROUGH COUNCIL of Guildhall,
Wrexham, LL11 1AY (hereinafter called "the Council") of the first part **DAFYDD RHYS**
JONES and **HUW GWYN JONES** of Old Llwyn Onn, Cefn Road, Wrexham, LL13 OPA
(hereinafter called "the Owner") of the second part and **HSBC BANK PLC** (Company
Number 14259) whose office for the purposes of this agreement is at Securities
Processing Centre, P O Box 3924, Sheffield, S1 9BD (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 party of the third part named in the Principal Deed (hereinafter defined).
- (3) By a legal charge dated 15 May 2009 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 1 November 2011 made between
 the Council of the first part, the Owner and Margaret
 Mary Jones of the second part the Owner of the third
 part and the Mortgagee of the fourth 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 the land
 described therein (of which the Land forms part)

“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 upon the execution by both parties thereto of each of the two transfers (“the
 Transfers”) copies whereof executed by the Owner are annexed hereto and
 dating thereof the Principal Deed shall thenceforth be read and construed as
 if the land delineated on the plan numbered 2 attached thereto had excluded
 the land shown edged blue on the plans attached to the Transfers and had
 included the land shown edged red on the plans attached to the Transfers .

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

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

4 **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.

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

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

7 **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.

8 **The Owner** will pay to the Council on the date hereof the sum of five hundred pounds (£500) being the costs of and incidental to preparation of this agreement.

9 **This Deed** shall take effect:-

9.1 As to clauses 8 and 10 on the date hereof

9.2 As to the remaining clauses hereof on the date of the Transfers

10 If the Transfers are not executed within a period of 56 days from the date hereof upon the expiry of such period this Deed shall (excepting this clause and clause 8 hereof) be null and void and of no further effect

IN WITNESS WHEREOF the Council has executed this Deed as a deed by the affixation of its Common Seal the persons constituting the Owner have executed this Deed as a

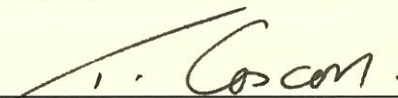
deed and the Mortgagee acting by its duly appointed attorney has executed this Deed as a deed the day and year first before written.

THE FIRST SCHEDULE

("the Land")

The land described in Part 2 of the First Schedule to the Principal Deed.

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


Head of Corporate and Customer Services



EXECUTED as a **DEED** by the said **DAFYDD RHYS JONES** in the presence of:-

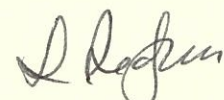
 Kenneth Davies
Craig Farm Granary
Penylan Wrexham
Farmer

EXECUTED as a **DEED** by the said **HUW GWYN JONES** in the presence of:-

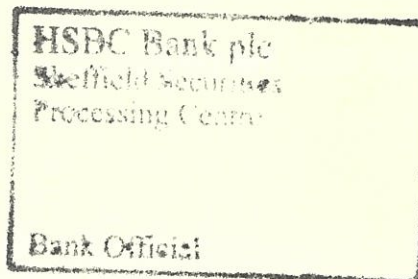
 Kenneth Davies
Craig Farm Granary
Penylan Wrexham
Farmer

SIGNED as a **DEED** by

as the attorney of and on behalf of **HSBC BANK PLC** in the presence of:-

 Lisa Maria Rodgers


ANNE BRADDOCK



As solicitors for
Recital 2 here

Signed

Lanyon Bow
39/41 Church
Oswestry
Shropshire
SY11 2SZ

Deed as a

CERTIFICATE

As solicitors for the Owner (as defined in the within written deed) we hereby certify that
Recital 2 hereof is correct

Signed Dated 12 June 2013/4

Lanyon Bowdler
39/41 Church Street
Oswestry
Shropshire
SY11 2SZ

and Registry

Transfer of part of registered title(s)

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If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made, the title number(s) should be entered in panel 2 of Form AP1.

Part address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be noted.

Place 'X' in the appropriate box and complete the statement.

Example 'edged red'.

Example 'edged and numbered 1 in red'.

The plan lodged must be signed by the transferor.

Full name(s).

Complete as appropriate where the transferor is a company.

Full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, provide either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

The transferee may give up to three addresses for service, one of which must be a postal address whether or not in the United Kingdom (including the postcode, if any). The addresses can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) out of which the property is transferred: CYM427856
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land at Llwyn Onn Water Treatment Works Cefn Road Abenbury Wrexham LL13 9TT The property is identified ☒ on the attached plan and shown: edged red ☐ on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: DEE VALLEY WATER PLC <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 3527628 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: HUW GWYN JONES and DAFYDD RHYS JONES <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
7	Transferee's intended address(es) for service for entry in the register: H G Jones and D R Jones both of Old Llwyn Onn Farm Abenbury, Wrexham LL13 0NY

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

8 The transferor transfers the property to the transferee

9 Consideration

- ☐ The transferor has received from the transferee for the property the following sum (in words and figures):
- ☐ The transfer is not for money or anything that has a monetary value
- ☒ Insert other receipt as appropriate:
a Transfer of the land edged in blue on the of even date to this transfer.

10 The transferor transfers with

- ☒ full title guarantee
- ☐ limited title guarantee

11 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

12 Additional provisions

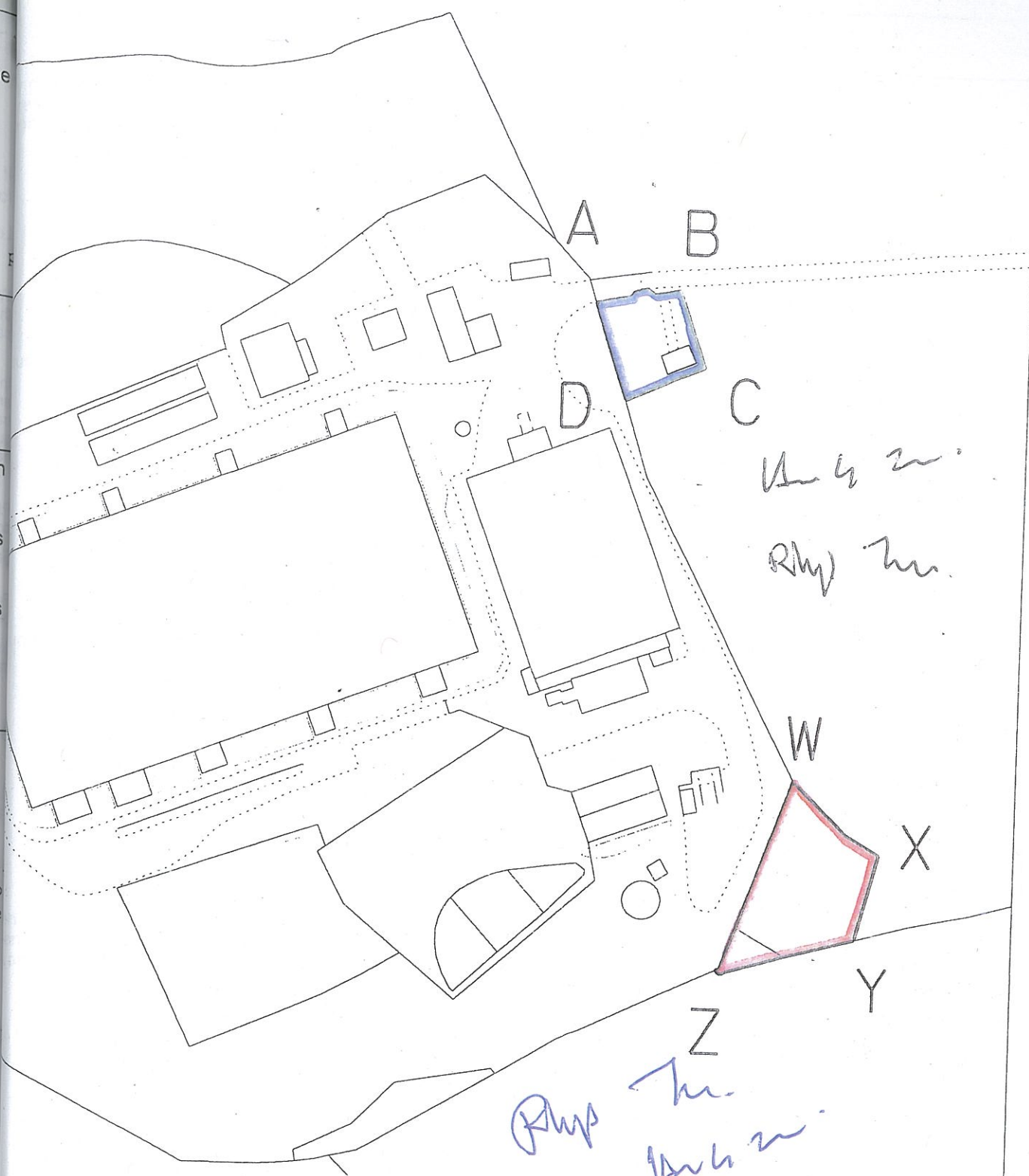
Definitions

The Transferee shall not be entitled to the continuance of nor shall he by virtue of this Transfer or of Section 62 of the Law of Property 1925 acquire any easement or right or privilege advantage over or in respect of the land in title CYM427856 not transferred by this Transfer or be entitled to the benefit (which benefit is hereby exclusively reserved to the Transferor) of or to enforce or to have enforced or to prevent the release or modification of any covenant, agreement or condition entered into by any person with the Transferor or its predecessors in title to the Retained Land save in so far as is specifically granted in this Transfer.

Rights granted for the benefit of the property

The Transferor on behalf of the Transferor and the Transferor's successors in title owners and occupiers from time to time of the remainder of title number CYM427856 ("the Retained Property") covenant with the Transferee and the Transferee's successors in title owners and occupiers of the Property from time to time and so as to bind the Retained Property and each and every part thereof and for the benefit of the Property and each and every part thereof to erect (where necessary) and forever after maintain good and sufficient stock proof boundary fences along the boundaries separating the Property from any adjoining Property at the date hereof belonging to the Transferor

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 Global Securities
 Processing Centre
[Signature]
 Bank Officer

Title: LLWYN ONN	
Date: 17/07/2009	
Scale: 1:1250	
Dee Valley Water plc Packsaddle Wrexham Road Rhosyllen Wrexham LL14 4EH Crown Copyright Dee Valley Water Licence No 100019550	

in particular along the boundary W Z on the Plan.

any other land affected should be defined
reference to a plan and the title
numbers referred to in panel 2.

include words of covenant.

include words of covenant.

insert here any required or permitted
covenants, certificates or applications
and any agreed declarations and so on.

Rights reserved for the benefit of other land

Restrictive covenants by the transferee

Restrictive covenants by the transferor

Other

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

Signed as a deed by DEE VALLEY WATER PLC acting by a director and its secretary

Signature

Director

Signature

Secretary

Signed as a deed by HUW GWYN JONES in the presence of:

Signature

Huw Gwyn Jones

Signature of witness

Name (in BLOCK CAPITALS)

Address POTTERS BROOK BAEN, WHITCHURCH

BANGOR ON DEE, WREXHAM

Signed as a deed by DAFYDD RHYS JONES in the presence of:

Signature

Dafydd Rhys Jones

Signature of witness

Name (in BLOCK CAPITALS)

Address POTTERS BROOK BAEN, WHITCHURCH

BANGOR ON DEE, WREXHAM

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

Land Registry

TP1

Signature

Director

Signature

Secretary

Signature

Mr Morgan

Mr Morgan

Mr Morgan

Mr Morgan

Mr Morgan

Mr Morgan

Mr Morgan

Mr Morgan

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Leave blank if not yet registered.

If an application for registration is made, the title number(s) should be entered in box 2 of Form AP1.

The address, including postcode (if known) or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be stated.

Mark 'X' in the appropriate box and complete the statement.

Example 'edged red'.

Example 'edged and numbered 1 in

plan lodged must be signed by the Director.

Full name(s).

Complete as appropriate where the transferor is a company.

Full name(s).

Complete as appropriate where the transferee is a company. Also, for an unincorporated company, unless an agreement with Land Registry exists, attach a certificate in Form 7 in accordance with rule 3 to the Land Registration Rules 2003 or a certified copy of the document in English or Welsh, or other language permitted by rule 183 of the Land Registration Rules 2003.

The transferee may give up to three addresses for service, one of which must be a postal address whether or not in the United Kingdom (including the postcode, if any). The address can be any combination of a postal address, a UK DX box number or an electronic address.

1 Title number(s) out of which the property is transferred:
CYM452264

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

3 Property:
Land at Old Llwyn Onn Farm
Abenbury
Wrexham LL13 0NY
The property is identified

☒ on the attached plan and shown:
edged blue

☐ on the title plan(s) of the above titles and shown:

4 Date:

5 Transferor:
HUW GWYN JONES and DAFYDD RHYS JONES

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

6 Transferee for entry in the register:
DEE VALLEY WATER PLC

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:
3527628

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

7 Transferee's intended address(es) for service for entry in the register:
Packsaddle
Wrexham Road
Rhostyllen Wrexham LL14 4EH

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
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8 The transferor transfers the property to the transferee

9 Consideration

- ☐ The transferor has received from the transferee for the property the following sum (in words and figures):
- ☐ The transfer is not for money or anything that has a monetary value
- ☒ Insert other receipt as appropriate:
a Transfer of the land edged red on the plan of a Deed of Grant of Easement, both of the date.

10 The transferor transfers with

- ☒ full title guarantee
- ☐ limited title guarantee

11 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves joint tenants
- ☐ they are to hold the property on trust for themselves tenants in common in equal shares
- ☐ they are to hold the property on trust:

12 Additional provisions

Definitions

The Transferee shall not be entitled to the continuance of nor shall he by virtue of this Transfer or of Section 62 of the Law of Property Act 1925 acquire any easement or right or privilege or advantage over or in respect of the land in title number CYM452264 not transferred by this Transfer or be entitled to the benefit (which benefit is hereby exclusively reserved to the Transferor) of or enforce or to have enforced or to prevent the release or modification of any covenant, agreement or condition entered into by any person with the Transferor or its predecessors in title to the Retained Land save in so far as is specifically granted in this Transfer.

Rights granted for the benefit of the property

The Transferee on behalf of the Transferee and Transferee's successors in title owners and occupiers from time to time of the Property covenants with the Transferor on behalf of the Transferor and the Transferor's successors in title owners and occupiers of the remainder of title number CYM452264 ("the Retained Property") from time to time and so as to bind the Property and every part thereof and for the benefit of the Retained Property and each and every part thereof erect (where necessary) and forever after maintain good and sufficient stock proof boundary fences along the boundaries separating the Property from

ORDNANCE SURVEY
UNAUTHORISED

the Retained Property and along the boundary A - B -
C - D on the Plan.

other land affected should be defined
reference to a plan and the title
numbers referred to in panel 2.

de words of covenant.

de words of covenant.

here any required or permitted
ments, certificates or applications
by agreed declarations and so on.

Rights reserved for the benefit of other land

Restrictive covenants by the transferee

Restrictive covenants by the transferor

Other

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

Signed as a deed by DEE VALLEY WATER PLC acting by a director and its secretary

Signature

Director

Signature

Secretary

Signed as a deed by HUW GWYN JONES in the presence of:

Signature

Huw Jones

Signature of witness

Name (in BLOCK CAPITALS)

Address *POTTERS BROOK BARN, WHITCHURCH
BANGOR ON DEE, WREKHAM.*

Signed as a deed by DAFYDD RHYS JONES in the presence of:

Signature

Dafydd Rhys Jones

Signature of witness

Name (in BLOCK CAPITALS)

Address *POTTERS BROOK BARN, WHITCHURCH
BANGOR ON DEE*

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

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Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.