

DATED

22 December

2005

WREXHAM COUNTY BOROUGH COUNCIL (1)

- and -

REDROW HOMES (NORTH WEST) LIMITED (2)

RHNW

1668

a + b

AGREEMENT

Made pursuant to Section 106 of the Town and Country Planning Act 1990
in respect of land situate at Western Gateway Ruthin Road Wrexham
(Planning Application No: P/2005/0457)

G A Cope
Redrow Group Services Limited
Redrow House
St David's Park
Flintshire CH5 3RX
Or
DX708570
ST DAVID'S PARK
16.12.2005

THIS AGREEMENT is made on the
2005

day of

22nd

December

BETWEEN:-

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall Wrexham LL1 1AY;
and
- (2) **REDROW HOMES (NORTH WEST) LIMITED** (Company Number: 1189328)
whose registered office is at Redrow House St David's Park Flintshire CH5 3RX

INTERPRETATION

1. In this document unless the contrary intention appears the following terms shall have the following meanings ascribed to them:

"Act"

means the Town and Country Planning Act
1990

"Affordable Housing Units"

means those affordable housing units to be
provided pursuant to Schedule 1 totalling 26 in
number and comprising 20 No. apartments and
6 No. houses being plots 34-53 (inclusive) and
73-78 (inclusive) shown on the Plan No: 4
edged in blue permitted to be constructed as
part of the Development

"Commencement Date"

means the date upon which the Development
shall be commenced by the carrying out on the
Site of a material operation as specified in
section 56(4) of the Act pursuant to the
Planning Permission

“Council”	means Wrexham County Borough Council or its successor to its function as a Local Planning Authority
“Development”	means the development of the Site in accordance with the Planning Permission
“Highway Improvement Works”	means those highway improvement work referred to in Schedule 3 to be carried out on Ruthin Road as set out on the Highway Improvement Plan and in the Pelican Crossing Scheme
“Highway Improvement Verge”	means that strip of land to the northern side of Ruthin Road and which is shown for identification purposes on Plan 5
“Highway Improvement Plan”	means Plan No: 2 showing the Highway Improvement Works
“Junction Improvement Plan”	means those proposed signalised junction works to be undertaken on Ruthin Road by the Owner and shown on Plan No: 3
“the Landscaping Plan”	means the landscaping plan to be submitted by the Owner and approved by the Council in accordance with the provisions of this Agreement
“the Management Strategy”	the management strategy for the Open Space Area submitted to and approved in writing by

the Council in accordance with the provisions of this Agreement

“the Owner”

means Redrow Homes (North West) Limited aforesaid

“Open Market Value”

means the best price at which the sale of the unit of Affordable Housing Units might reasonably be expected to be sold within the area on the open market to a willing purchaser with vacant possession and a good and marketable title for cash consideration as valued by an independent valuer such valuer to be approved in writing by the Council the valuation to be undertaken without any consideration being taken of the fact of any restriction affecting the tenure occupancy or value of the Affordable Housing Unit

“Open Space Area”

means that part of the Site which is shown edged green on Plan No: 4

“the Open Space Transfer”

means Form TP1 which will transfer the Open Space Area in the form attached hereto

“Pelican Crossing Scheme”

means the pelican crossing scheme previously approved by the Council and a copy of which is attached to this Agreement

“Planning Application”

means an application (No: P/2005/045) for the Development of land for residential purposes

and associated open space and access roads, being an application for reserved matters approval.

“Planning Permission”

means the grant of planning permission by the Council pursuant to the Planning Application a draft copy of which is attached hereto

“Private Dwelling(s)”

means that dwelling or dwellings to be constructed on the Site pursuant to the Planning Permission excluding the Affordable Housing Units

“Recycling Facility”

means the recycling facility to be provided in accordance with Schedule 4 in accordance with the Recycling Facility Specification

“Recycling Facility Specification”

means the specification for the Recycling Facility attached hereto

“Registered Social Landlord”

means Muir Group Housing Association Limited or such other registered social landlord within the definition contained in Section 1 and 2 of the Housing Act 1996 such RSL to be approved in writing by the Council (such approval not to be unreasonably withheld or delayed)

“the Site”

means the land situate at Western Gateway Ruthin Road Wrexham and shown edged red on Plan No: 1

"Plan No: 1"	means the plan attached and marked No: 1
"Plan No: 2"	means the plan attached and marked No: 2
"Plan No: 3"	means the plan attached and marked No: 3
"Plan No: 4"	means the plan attached and marked No: 4
"Plan No 5"	means the plan attached and marked No. 5

2. A reference in this Agreement to an Act of Parliament or to any order regulation statutory instrument or the like shall include a reference to any amendment or re-enactment of the same
3. Wording importing the masculine gender includes the feminine gender and vice versa. Words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa
4. Any heading or side notes are for ease of reference only and shall not affect the construction of this Agreement
5. Covenants made hereunder:
 - 5.1 if made by more than one person are made jointly and severally; and
 - 5.2 are to the intent that the same bind whomsoever shall become successor or successors in title to the Site

WHEREAS

1. The Council is the Local Planning Authority for the purposes of Section 106 of the Act and the Highway Authority for the purposes Sections 38 and/or 278 of the Highways Act 1980 for the area in which the Site is located
2. The Owner is the Registered Proprietor of the Site registration of which is currently at HM Land Registry for first registration
3. The Owner has submitted the Planning Application to the Council
4. The Council has indicated by resolution of the Planning Development Control Committee on the 7th November 2005 its willingness to grant planning permission in

response to the planning application and considers that in the exercise of its statutory powers and duties and in the interests of providing an adequate provision of open space on the Site and in the interests of maintaining an adequate supply of affordable housing in the area and the provision of off site highway improvements and in order to bind the Site the Owner should enter into this Deed of Agreement with the Council and in order to satisfy the above interests the Owner has agreed to enter into this Agreement

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. This Agreement is made pursuant to Section 106 of the Act
2. The obligations imposed by this Agreement relate to the Site
3. The obligations contained herein are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council save that any purchasers of Private Dwellings shall only be bound by the obligations imposed by this Agreement to the extent that such person has a legal interest in the Site (or part of it) at the time when such obligations arise
4. The Agreement will come into full force and effect on the date hereof
5. This Agreement is a Local Land Charge for the purposes of the Local Land Charges Act 1975 and will be registered as such by the Council
6. The Owner hereby covenants with the Council:
 - 6.1 to comply with the obligations set out in Schedule 1 in respect of the affordable housing provision
 - 6.2 to comply with the obligations set out in Schedule 2 in respect of the provision of the Open Space Area
 - 6.3 to comply with the obligations set out in Schedule 3 in respect of the Highway Improvement Works

- 6.4 to comply with the obligations set out in Schedule 4 in respect of the Recycling Facility
- 6.5 to pay to the Council on the signing hereof the sum of ONE THOUSAND FIVE HUNDRED POUNDS (£1,500) in respect of the Council's legal costs for the preparation and execution of this Agreement
- 6.6 to give notice in writing to the Council's Chief Planning Officer of the commencement of development within 14 days after the commencement of the development and notice in writing of the occupation of the NINETIETH (90th) Private Dwelling to be occupied on the Site within 14 days of such occupation
7. The Council hereby covenants with the Owner to issue the Planning Permission within 7 days of the date of this Agreement
8. **IT IS HEREBY FURTHER AGREED AND DECLARED** between the Council and the Owner that:
- 8.1 nothing herein contained or implied shall prejudice or affect the rights powers duties and obligations of the Council in exercise of its functions as a local authority and local planning authority and the rights powers duties and obligations of the Council under all public and private statutes byelaws orders and regulations may be fully and effectually exercised in relation to the Site or any part thereof and any works executed thereon as if the Agreement had not been executed by the Council and in particular nothing in this Agreement shall restrict the Council and/or any other local authority from exercising powers of compulsory purchase in respect of any part of the Site;

8.2 any approval given under this Agreement or for the purposes of this Agreement shall not be deemed to be approval for any other purpose whatsoever;

8.3 the parties to this Agreement do not intend any of its terms to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement save for the avoidance of doubt it is declared that the Planning Obligations contained herein are enforceable by any successor local planning authority to the Council exercising planning powers under the Act

8.4 no person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after he has parted with his interest in the Site but without prejudice to liability for any breach of covenant subsisting prior to parting with such interest;

8.5 if any difference or dispute arises between the parties hereto touching or concerning their respective rights duties liabilities or obligations under or by virtue of this Agreement the same shall be referred to a member of the Royal Institution of Chartered Surveyors ("RICS") to be agreed between the parties or failing agreement upon request by one party for arbitration that party may after 21 days of that request by him request that an arbitrator be appointed by the President for the time being of RICS or his duly authorised deputy on the application of either party and in this respect such referral shall be construed as a submission to arbitration within the meaning of the Arbitration Acts 1950-1996 or any statutory modification or re-enactment thereof for the time being in force

9. Where in this Agreement approval is required from either party such approval shall not be unreasonably withheld or delayed

SCHEDULE 1

Affordable Housing Units

1. To use all reasonable endeavours to exchange contracts for the sale of the Affordable Housing Units within 24 calendar months of the Commencement Date to the Registered Social Landlord
2. To legally complete the sale of the Affordable Units to such Registered Social Landlord as aforesaid upon completion of their construction ready for occupation PROVIDED THAT the Owner shall not allow the occupation of more than NINETY (90) Private Dwellings (which for the avoidance of doubt shall not include the Affordable Units) to be constructed as part of the Development until all of the Affordable Housing Units have been structurally completed and ready for occupation
3. Upon receipt of the Planning Permission to approach the Registered Social Landlord as aforesaid without delay and to pursue negotiations with all due diligence in order to comply with the obligations contained in this Schedule and to offer the Affordable Housing Units for sale to the Registered Social Landlord at a price and upon reasonable commercial terms to be agreed between the parties and in the assessment of what constitutes reasonable commercial terms due regard shall be paid to the fact that the acquiring party is a Registered Social Landlord acquiring the Affordable Housing Units for the purpose of providing affordable housing
4. To provide to the Council or the Council's appointed agent such information concerning progress of negotiations with the Registered Social Landlord as aforesaid as shall reasonably be required.

5. If for any reason before the occupation of the NINETIETH (90th) Private Dwelling is occupied on the Site a Registered Social Landlord has not appointed the Owner shall submit to the Council alternative proposals to secure the Affordable Housing Units in accordance with the provisions of this Schedule
6. Any such proposal referred to in clause 5 above must contain proposals for the disposal of the Affordable Housing Units to a Registered Social Landlord at a reasonable discount from the Open Market Value and be agreed with the Council and evidenced in writing.
7. The Owner must not allow any further occupations of the Private Dwellings to take place until the proposals submitted to the Council in accordance with clause 5 above have been approved in writing by the Council (such approval not to be unreasonably withheld or delayed) and implement the scheme in accordance with the said approved proposal
- 8.1 If after 28 days the parties have been unable to reach agreement in accordance with clause 5 above then the matter shall be referred to a Solicitor or Counsel with sufficient experience of Housing Law so as to enable them to act as mediator in respect of disputes involving matters of affordable housing provision ("the Expert") to be appointed by the parties jointly and in the absence of such appointment within 14 days thereafter by the President for the time being of the Law Society or the Chairman of the Bar Council as appropriate
- 8.2 The Expert shall mediate between the parties hereto in order to secure the provision of the Affordable Units in accordance with the provisions of this Schedule hereto
- 8.3 The costs of appointment of the Expert shall be borne by the parties jointly
9. The Developer shall provide in any transfer of the Affordable Housing Units to the Registered Social Landlord that the Registered Social Landlord shall ensure that no

person other than a Registered Social Landlord shall by virtue of staircasing or otherwise acquire an interest in any of the Affordable Housing Units in excess of 90% and shall ensure that any Shared Ownership Lease satisfies the conditions set out in Schedule 4 of the Leasehold Reform Act 1967 in order that subsequent purchasers may benefit there from

10. In the event that a mortgagee in possession of an Affordable Housing Unit proposes to sell the Affordable Housing Unit it must first notify the Council in writing of the proposed sale and thereafter allow the Council or its nominee a period of two months to agree a sale to the Council or its nominee and thereafter a further period of two months to exchange contracts in respect of that Affordable Housing Unit failing which the mortgagee in possession shall be entitled to dispose of the Affordable Housing Unit without the provisions of this Agreement being binding upon them

11. The Affordable Housing Units shall be disposed of to a Qualifying Person being a person or persons who satisfy the following criteria in order of priority:

11.1 A person shall be a Qualifying Person if:-

FIRSTLY he has resided in the Brynffynnon Community area (as identified on the plan contained in the Annexe) for a continuous period of one year immediately preceding the proposed occupation of a Dwelling; or

OR

is in permanent full time employment amounting to not less than thirty hours per week situated within the Brynffynnon Community area and has been in such employment for a period of six months immediately preceding the proposed occupation of a Dwelling; or

OR

has previously resided in the Brynyffynnon Community area or been in continuous full time employment as described above for a continuous period of five years

- 11.2 SECONDLY if on a proposed disposal of an Affordable Housing Unit no Qualifying person as defined above can be identified from the hereinbefore referred to waiting lists and after at least one advertisement has been placed in a newspaper circulating in the locality then after a period of at least four weeks the requirement for residence or employment shall be extended to include the Community areas immediately adjoining the Community Areas of Esclusham, Offa, Grosvenor, New Broughton & Coedpoeth (as identified on the plan contained in the Annexe)
- 11.3 If on a proposed disposal of an Affordable Housing Unit no Qualifying person as defined above can be identified from the hereinbefore referred to waiting lists and after at least one advertisement has been placed in a newspaper circulating in the locality then after a period of at least eight weeks the requirement for residence employment or close family connection shall be extended to include the Wrexham County Borough Council (as identified on the plan contained in the Annexe)
- 11.4 If no applicant qualifies under paragraph 11.3 above within 12 weeks of the vacancy arising) then any other person who in the opinion of the Registered Social Landlord or Council is in need of Affordable Housing shall be treated as a Qualifying Person

SCHEDULE 2

Part 1

Open Space Area

1. Not to allow the Commencement of Development of more than twenty five (25) Private Dwellings until:

- 1.1 a scheme of planting and landscaping has been submitted to and approved by the Council
- 1.2 a Management Strategy for the Open Space Area (including the Recycling Facility) has been submitted to the Council for approval
2. Not to construct or allow or permit the construction of more than 50% of the Private Dwellings to be provided on the Site beyond or above the eaves of each new dwelling until:
 - 2.1 a management company ("the Management Company") which shall be a registered limited company has been formed for the purposes of maintaining the Open Space Area in perpetuity in accordance with the Management Strategy and the Schedule hereto
 - 2.2 a copy of the proposed Articles and Memorandum of Association of the proposed Management Company has been submitted to and approved in writing by the Council
 - 2.3 Not to allow more than 75% of Private Dwellings to be provided on the Site to be occupied until the freehold or long leasehold of the Open Space Area has been transferred to the Management Company
 - 2.4 To plant layout and construct the Open Space Area and the domestic communal landscaping in accordance with the Landscaping Plan and to forever thereafter maintain the same themselves or by the Management Company in accordance with the Management Strategy
 - 2.5 To submit to the Council the Articles and Memorandum of Association and Certificate of Incorporation of the Management Company within six weeks of its incorporation

2.6 To transfer the freehold of the Open Space Area to the Management Company in fee simple free from encumbrances and except as herein provided free from incumbrances in accordance with clause 2.3 hereof and to submit a certified copy of the Transfer and the enabling Company Articles Minutes and Resolutions to the Council in evidence thereof

2.7 To procure in the Transfer to the Management Company a covenant in the following terms:

“The Transferee hereby covenants in fee simple in perpetuity to observe and perform with full indemnity to the Transferors in the event of any non-performance the covenants agreements obligations and stipulations contained or referred to in an agreement dated the day of

2005 made between Wrexham County Borough Council (1); Redrow Homes (North West) Limited (2) (“the Section 106 Agreement”) AND to observe and perform the covenants agreements obligations and stipulations contained in the Management Strategy referred to in the Section 106 Agreement

2.8 To procure that all purchasers of individual dwellings comprised in the Development shall become shareholders of the Management Company prior to occupation of each individual dwelling with a view and to the intent that they can influence the carrying out of the Management Strategy in accordance with the Schedule hereto

2.9 To procure that a restriction is entered on the Proprietorship Register of all purchasers of individual dwelling comprised in the Site to the following intent “No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by the Company Secretary to Redrow Homes (North West) Limited that the provisions

of paragraph [] of the Transfer of [] have been complied with.”

2.10 Not to use the Open Space Area for any purpose whatsoever other than as public open space for the benefit of the Site

2.11 Not to use the Open Space Area for any other purpose whatsoever than as landscaped or open grassed areas or as a play area nor to cause permit or allow any structures or other obstructions whatsoever to be erected within the Open Space Area

2.12 When the Landscaping Plan has been implemented to serve written notice to the Council to that effect which notice shall request the inspection by the Council for the purpose of approving the landscaping so implemented (“the Landscaping Works”)

2.13 In the event that the Council is not able to so approve the Landscaping Works to carry out and perform forthwith such remedial works as are reasonably required by the Council until the Council is able so to approve the Landscaping Works

3. In the event that the Transfer in accordance with clause 2.6 above has not taken place within 10 years of the date hereof and or a Management Company has not been set up to carry out the Management Strategy within that period then:

3.1 The Owner covenants that they will transfer the Open Space Area by executing and delivering the Transfer to the Council in fee simple for the consideration of ONE POUND (£1.00p); and

3.2 Will pay to the Council on or before such transfer a commuted sum for the future maintenance of the Open Space Area such sum to be agreed between

the Owner and the Council or in the absence of agreement within 28 days to be determined by the expert appointed in accordance with clause 3.3 below

3.3 The Expert shall act as an expert not an arbitrator whose decision shall be final and binding on the Council and the Owner and/or the Management Company and before making any decision he shall give to the Council the Owner and/or the Management Company full opportunity of making such representations as either of them may reasonably require

3.4 In the event of a dispute on the terms of this Agreement an Expert shall be appointed jointly by the parties (including the Management Company) or in default of agreement by the President (or his Deputy) for the time being of the Landscape Institute. His costs incurred in dealing with any dispute under the provisions of this Agreement shall be met in equal shares by the Council and the Owner in the case of a reference before the Open Space Area have been transferred to the Management Company and in equal shares by the Council and the Management Company on a reference thereafter

Part 2

Conditions to be imposed on the Management Company

A CONDITIONS IMPOSED

1. To be responsible for the maintenance upkeep and works to all trees within the Open Space Area in accordance with the Management Strategy
2. Not to affix to any trees any items or structure likely to occasion damage to any tree

3. To ensure that trees which have died or are dying or are diseased or dangerous or likely to become dangerous are treated lopped or topped insofar as it may be necessary for the prevention of danger
4. In the event that any tree shall die or have to be removed to consult with the Council as to whether the tree or trees need to be replaced and if required so to do to carry out such replanting as is agreed between the Council and the Owner within the time or in the planting season agreed with the Council following such consultation
5. Not to erect any buildings or structures or deposit any waste or alter ground levels or light fires within the Open Space Area

B PERFORMANCE OF WORKS

1. To employ a reputable and experienced tree consultant or contractor from the list of approved contractors published from time to time by the Council to undertake all inspection and maintenance works contained in the Management Strategy and any other tree works which are from time to time necessary

C MANAGEMENT STRATEGY REVIEW PROCEDURE

1. By no later than the tenth year anniversary of the date of the Transfer transferring the ownership of the Open Space Areas to it ("the Review Date") the Management Company shall procure the commencement of a re-survey of the woodland understorey and herb layer in terms of species composition and age structure of any trees or other shrubs in the Open Space Area and a reassessment of management tasks and specific compartment work programmes set out in the Management Strategy and shall forward that re-survey and reassessment to the Council within three calendar months of the Review Date
2. The Council shall within six calendar months of the Review Date of receipt of the re-survey and reassessment referred to in paragraph B 1 above give written notice to the

Management Company of either of its agreement to the terms of the said re-survey and reassessment or its non-acceptance thereto and its comments upon or objections to the terms of the said re-survey and reassessment and the Management Company and the Council shall thereafter endeavour to reach agreement upon the terms of the said re-survey and reassessment save that if the terms thereof have not been agreed by the anniversary of the Review Date then the Council or the Management Company shall refer the terms of the said re-survey and reassessment and the comments upon or objections thereto to the expert who shall be appointed in accordance with clause 3.3 above who shall determine the terms of the said re-survey and who shall act under the provisions of this paragraph

3. From a date which shall be:
 - 3.1 the date upon which the Council and the Management Company shall have agreed the terms of the re-survey and reassessment; or
 - 3.2 the date upon which the expert appointed under paragraph 2 shall have communicated his determination of the terms of the re-survey and reassessment under paragraph 2 above then the said re-survey and reassessment shall thereafter form the Management Strategy and shall henceforth be complied with in accordance with the above terms of this Agreement
4. The Management Company shall thereafter repeat the above process beginning with the commencement of a re-survey and reassessment as in paragraph 1 above commencing on the tenth year anniversary of the Review Date calculated in accordance with paragraph 1 above and at ten yearly intervals thereafter and the above paragraphs shall be construed accordingly

SCHEDULE 3
HIGHWAY IMPROVEMENT WORKS

1. To carry out and complete the construction of the Highway Improvement Works in accordance with the Junction Improvement Plan and the Pelican Crossing Scheme prior to the FIRST (1st) occupation of any dwelling upon the Development
2. To submit to the Council for approval (such approval not to be unreasonably withheld or delayed) a detailed landscaping proposal for the Highway Improvement Verge and thereafter to carry out the work within ten (10) months of the date hereof to create the same
3. At the request of the Council to transfer the legal ownership of the Highway Improvement Verge to the Council but until the transfer to maintain the Highway Improvement Verge in accordance with clause 2 of Schedule 2 hereof

SCHEDULE 4
RECYCLING FACILITY

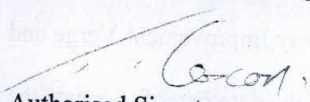
1. To provide no later than the occupation of the last Private Dwelling on the Site the Recycling Facility in accordance with the Recycling Facility Specification to the reasonable satisfaction of the Council
2. To procure that the maintenance of the Recycling Facility is undertaken by the Management Company in accordance with the Management Strategy

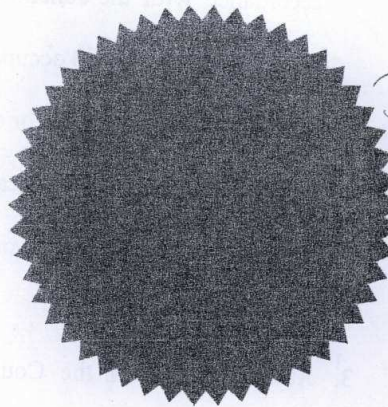
EXECUTED as a DEED on the date specified at the commencement of this Agreement

THE COMMON SEAL of

WREXHAM COUNTY BOROUGH COUNCIL

was hereunto affixed in the presence of:


Authorised Signatory



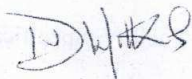
532/05(a)

THE COMMON SEAL of

REDROW HOMES (NORTH WEST) LIMITED

was hereunto affixed in the presence of:

Director



Director/Secretary





ANNEXURES:

Recycling Facility Specification

1. Land for a neighbourhood recycling facility will be provided by the Owner on land to the east of Croesnewydd Road.
2. A lay-by will be constructed to allow safe, easy access for the disposal of materials to be re-cycled and for the collection of the containers.
3. Five containers (each of 1,100 litre capacity) will be made available to enable recycling of paper, plastic bottles, glass, cans, and cardboard.
4. A domestic style 'wheelie' bin (240 litre) will also be provided for disposal of general litter arising at the site.
5. The sides and rear of the site will be enclosed and landscaped so that the facility does not present a visual intrusion into the residential environment.

Plan of site edged in red

Copy draft Planning Permission

TP1

1. Stamp Duty

It is certified that this instrument falls within category ☐ in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

£120,000

2. Title number(s) out of which the Property is transferred *Leave blank if not yet registered.*
CYM []

ALL THAT land at Ruthin Road Wrexham

on the attached plan and shown State reference e.g. "edged red".

on the Transferor's title plan and shown *State reference e.g. "edged and numbered 1 in blue"*.

6. Transferor Give full name(s) and company's registered number, if any.

[Pentre Bach Management Company Limited]

8. Transferee's intended address(es) for service (including postcode) for entry on the register You may give up to three addresses for service **one** of which **must** be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.

9. The Transferor transfers the Property to the Transferee

10. Consideration Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.

☐ The Transferor has received from the Transferee for the Property the sum of *In words and figures.*
ONE POUND (£1.00)

☐ Insert other receipt as appropriate.

☐ The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with Place "X" in the appropriate box and add any modifications.

☒ full title guarantee ☐ limited title guarantee

12. Declaration of trust Where there is more than one Transferee, place "X" in the appropriate box.

☐ The Transferees are to hold the Property on trust for themselves as joint tenants

☐ The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares

☐ The Transferees are to hold the Property *Complete as necessary.*

13. Additional provisions

Use this panel for:

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

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

Definitions

13.1.1 **"Estate"** means the Development known as [Pentre Bach] and the land remaining in the above referred to above

13.1.2 **"Services"** means soil water gas electricity telephone telephonic signals television visual audio fax electronic mail and data information communications through the Service Media

13.1.3 **"Service Media"** means pipes sewers drains channels watercourses gutters wires cables mains ducts flues conduit laser optic fibres data or impulse communication transmission or reception systems and all other conducting media including any fixings louvres cowls covers and any other ancillary apparatus that are in on over or under the Property and/or the Estate

13.1.4 **"Plan"** means the plan attached hereto

13.1.5 **"Perpetuity Period"** means a period of 80 years from the date hereof

Rights granted for the benefit of the Property

13.2 There is granted out of the Estate for the benefit of each and every part of the Property the following rights

13.2.1 THE right at all times hereafter to use on foot only the footpaths and with or without vehicles the road and any crossover connecting the Property to the road upon which the Property abuts now constructed or within the perpetuity period to be constructed on the Estate for the purpose of access to and egress from the Property and which is intended to become a highway maintainable at public expense

Rights reserved for the benefit of other land *The land having the benefit should be defined, if necessary by reference to a plan.*

13.3 There is reserved out of the Property for the benefit of each and every part of the Estate the following right:

13.3.1 THE right to the passage of water soil gas electricity and other services from and to any part of the Estate through and along the sewers drains watercourses gas electric and any other pipes wires cables and meters now laid or at any time within the perpetuity period to be laid under or over the Property together with the right to enter the Property for the purpose of constructing inspecting cleansing or renewing such things the persons exercising such rights doing no unnecessary damage and making good forthwith any damage thereby caused AND in particular the right and liberty for the statutory utility to place underground electric lines and if appropriate conduits under the Property and thereafter to use the same PROVIDED ALWAYS that it shall make good any damage caused as soon as practicable

13.3.2. THE right for the appropriate Local or other Public Authority or Authorities for the time being to use any foul or surface water drain pipe cable or other installation now constructed or at any time within the perpetuity period to be constructed in or under the Property and to enter the Property for the purpose of inspecting laying maintaining renewing repairing altering reconstructing or removing any foul and surface water drain pipe cable or other installation in under or over the Property after the giving of reasonable notice and at all reasonable times (except in the case of emergency) and without any obligation to pay compensation for any damage caused by so doing but nevertheless so that as little damage or disturbance as possible shall be caused to the Transferee or the Property and making good forthwith any damage thereby caused

13.3.3. THE right to enter the Property for the purpose of constructing maintaining renewing or repairing any adjoining or adjacent building or other structure or any party structure on the Estate the person exercising such right doing no unnecessary damage and making good forthwith any damage thereby caused

13.3.4. THE right to grant for the benefit of the Estate all easements needed by the statutory undertakers in connection with the Services usually provided or maintained by them and the Transferee shall if necessary grant to such statutory undertakers such easements as they shall require in connection with the provision and maintenance of those services

13.3.5. THE right to retain in place any parts of any buildings or structures comprised in the Estate which overhang or protrude into the Property

Restrictive covenants by the Transferee *Include words of covenant.*

13.4 The Transferee to the intent and so as to bind the Property covenants with the Transferor for the benefit of the Retained Land and every part of it to observe and perform the restrictions stipulations covenants conditions and other matters set out below

13.4.1 NOT at any time to use the Property otherwise than as a public open spaces

13.4.2. NOT to do or suffer to be done on the Property or any of the roads and footpaths on the Estate anything which may be or become a nuisance or annoyance to the Transferors or to the owners or occupiers of any adjoining or neighbouring premises

Restrictive covenants by the Transferor *Include words of covenant.*

13.5 Agreement and Declaration

IT IS HEREBY AGREED AND DECLARED as follows:-

13.5.1 The Transferors may at any time within the perpetuity period release vary or modify any stipulations relating to the Property and/or to adjoining or neighbouring land whether imposed or entered into before or at

the same time as or after this Transfer and whether they are the same as the restriction or stipulations contained in this Transfer or not and notwithstanding that such adjoining or neighbouring land forms part of the Estate or not and the right to enforce release vary or modify and stipulations hereby reserved shall be exercisable by the Transferors or their successors in title to the Estate or any part or parts thereof except that in the case of those deriving title by way of Transfer on Sale or Deed of Gift the said right shall be exercisable only by those to whom it is expressly assigned

13.5.2 Nothing contained in or implied by this Transfer shall operate to impose any restriction on the manner in which the Transferors may deal with any other land belonging to them or otherwise entitle the Transferee to apply to the Registrar for entry of notice of the said stipulations against the title of the Transferors and the Transferors shall not in any way be bound by the plotting or general scheme of development of the Estate as may be shown on any plans at any time prepared for the Estate and it may from time to time alter such plotting or general scheme of development in such manner as it may in its absolute discretion think fit

13.5.3 Nothing contained in or implied by this Transfer shall entitle the Transferee to any easement or right to access of light or air to any buildings erected or to be erected on the Property or to any other easement or right (except as hereinafter mentioned) which would in any way interfere with or restrict the user of the Transferors's neighbouring or adjoining land for building or any other purpose and the access of such light or air or other easement or right shall be deemed to be enjoyed by the leave and licence of the Transferors and not as of right

13.5.4 In this Transfer unless the context otherwise requires the expressions "the Transferors" and "the Transferee" shall be deemed to include the successors in title of the Transferors and the Transferee respectively

- 14. Execution** *The Transferor must execute this transfer as a deed using the space below. 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 (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

THE COMMON SEAL of
REDROW HOMES (NORTH WEST) LIMITED
Was hereunto affixed in the presence of:

Director:

Director/Secretary

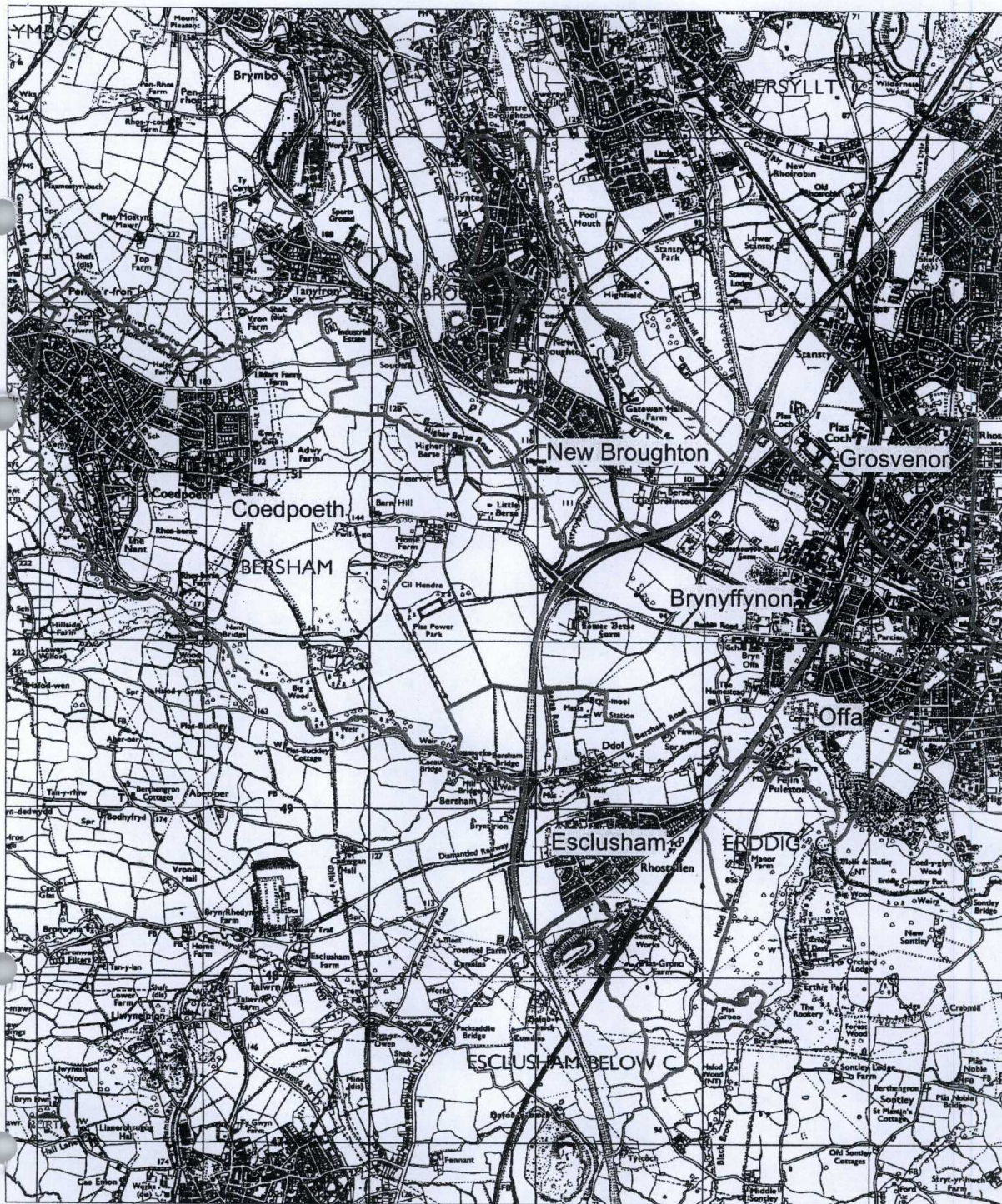
THE COMMON SEAL of
[PENTRE BACH MANAGEMENT COMPANY LIMITED]
Was hereunto affixed in the presence of:

Director:

Director/Secretary

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· The Annexe



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Chief Planning Officer

Coedpoeth, New Broughton, Brynyffynon, Grosvenor,
 Offa and Esclusham Wards within the Borough of Wrexham County.

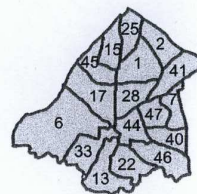
Lambpit Street, Wrexham LL11 1AR
 Telephone 01978 292500. Fax 01978 292502

Date : 19/12/2005 Scale 1:30,000



Wrexham County Borough Wards

- | | |
|-----------------------------------|---------------------------|
| 1 Acton | 25 Little Acton |
| 2 Borras Park | 26 Liangollen Rural |
| 3 Bronington | 27 Liay |
| 4 Brymbo | 28 Maesydre |
| 5 Bryn Cefn | 29 Marchwiel |
| 6 Brynyffynnon | 30 Marford & Hoseley |
| 7 Cartrefle | 31 Minera |
| 8 Cefn | 32 New Broughton |
| 9 Chirk North | 33 Offa |
| 10 Chirk South | 34 Overton |
| 11 Coedpoeth | 35 Pant |
| 12 Dyffryn Ceiriog/Ceiriog Valley | 36 Penycae |
| 13 Erdrig | 37 Penycae & Ruabon South |
| 14 Eclusham | 38 Plas Madoc |
| 15 Garden Village | 39 Ponclau |
| 16 Gresford East & West | 40 Queensway |
| 17 Grosvenor | 41 Rhosnesni |
| 18 Gwenfro | 42 Rossett |
| 19 Gwersyllt East & South | 43 Ruabon |
| 20 Gwersyllt North | 44 Smithfield |
| 21 Gwersyllt West | 45 Stansty |
| 22 Hermitage | 46 Whitegate |
| 23 Holt | 47 Wynnstay |
| 24 Johnstown | |



Wrexham Town Wards

