

**Planning Obligation by Deed of Agreement
under Section 106 of the Town and Country
Planning Act 1990**
relating to Priory Café 8-12 Priory Street
Wrexham

Dated :

21 June.

2024

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

GREENER PROPERTIES LIMITED

Linda Roberts Chief Officer Governance and Customer

Guildhall

Wrexham

LL11 1AY

Ref: NR/1817776

DATE 21 June 2024

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY ("Council")
- (2) **GREENER PROPERTIES LIMITED** of 18 Bottom Road, Wrexham, Summerhill, LL11 4YX ("the Owner")

INTRODUCTION

- (1) The Council is the local planning authority for the purposes of this Deed and the Town & Country Planning Act 1990 (as amended) for the area within which the property described in the First Schedule hereto is situate and is the local planning authority by whom a planning obligation is enforceable
- (2) The Owner is the registered proprietor of the Site
- (3) The Owner has submitted the Application to the Council and the parties have agreed to enter into this deed in order to secure the planning obligations contained in this Deed
- (4) The Council resolved via delegated decision on 27th February 2024 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Act" means the Town and Country Planning Act 1990

"Affordable Housing" subsidised housing which will be available to Eligible Persons including (without limitation) Intermediate Rented Housing, Shared Equity Housing, Shared Ownership Housing and Social Rented Housing and which shall comprise 10% of the Dwellings to be built on Site (rounded down to the nearest whole number)

"Affordable Housing Disposal"	a transfer or lease of one or more of the Affordable Housing Units by the Owner to an RSL
"Affordable Housing Units"	the dwellings provided as Affordable Housing as part of the Development
"Application"	means the application for outline planning permission dated 13th December 2019 submitted to the Council for the Development and allocated reference number P/2019/0923
"Close Family Connection"	members of family as described in Section 113 of the Housing Act 1985
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, earth works, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" or "Commenced Development" shall be construed accordingly
"Commencement of Development of a Dwelling Phase"	the carrying out of a Material Operation within a Dwelling Phase notwithstanding that the Planning Permission may have been implemented
"Development"	means the development of the Site consisting as set out in the Application
"Dwellings"	means the residential units (including houses, flats or maisonettes) permitted as part of the Development which shall include for the avoidance of doubt Market Housing Units and Affordable Housing Units

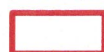
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HEAD OF ECONOMY AND PLANNING
PLANNING DEPARTMENT
AMBPIST STREET
WREXHAM
LL11 1AR

Town and Country Planning Act 1990 Section 106 Obligation



P/2023/0625
8 - 12 PRIORY STREET
WREXHAM. LL11 1SU



8 FEBRUARY 2024
SCALE 1:1000
SJ3350

"Dwelling Phase":	any Phase of the Development that comprises a Dwelling
"Eligible Person"	a person as defined in Part 7 of the Third Schedule
"Equity Price"	70% of the Market Value of a Shared Equity Unit
"First Charge"	a legal charge entered into between a Shared Equity Owner and a mortgagee and which shall secure against a Shared Equity Unit any mortgagees lending (of up to the Equity Price) together with any interest on the debt owed to any mortgagee by the Shared Equity Owner at the time that any mortgagee shall enter into possession together with the costs of enforcing the First Charge and the reasonable costs of marketing and disposal of the Shared Equity Unit by any mortgagee
"Freeholder RSL "	the RSL that owns the freehold of a Shared Ownership Unit
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics
"Interest"	interest at 5 per cent above the base lending rate of the Barclays Bank Plc from time to time
"Occupation"	the physical use of land or buildings permitted by the Planning Permission but not including occupation by personnel engaged in construction or fitting out, or occupation for marketing and display, or occupation in relation to security operations and Occupy , Occupied and Occupier shall be construed accordingly.
"Plan"	means the plan exhibited in the First Schedule
"Planning Permission"	means the draft outline planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Fifth Schedule.
"Practical Completion"	means the issue of a certificate of practical completion by NHBC by way of the usual NHBC cover note
"Public Open Space Contribution"	means the sum of £7,500 (£500 per Dwelling) (indexed in accordance with the provisions of this Deed) to be paid by the Owner to the

	Council and expended by the Council in accordance with the provisions of the Second Schedule	2 2.1
"Shared Equity Housing"	a form of affordable housing whereby the purchaser acquires a 100% equity share in an Affordable Housing Unit subject to a Second Charge and with a restriction in perpetuity upon the future sale price of it	2.2 2.3
"Shared Equity Owner"	a freeholder or a leaseholder (as appropriate) of a Shared Equity Unit	2.
"Shared Equity Unit"	an Affordable Housing Unit sold or available for sale as Shared Equity Housing on the Development	2
"Shared Owner"	a leaseholder of a Shared Ownership Unit.	
"Shared Ownership Disposal"	a disposal by the RSL by way of: (a) lease for a term of not less than 125 years; or (b) transfer or assignment of a Shared Ownership unit	
"Shared Ownership Housing"	a form of Affordable Housing which is provided by an RSL on the basis of part rent and part sale	
"Shared Ownership Interest"	the specific equity share in the Shared Ownership Unit held by the Shared Owner	
"Shared Ownership Unit"	an Affordable Housing Unit sold or available for sale as Shared Ownership Housing	
"Social Rented Housing"	Affordable Housing Units let by an RSL to be occupied by Eligible Persons at a rental level which complies with the rent benchmarking guidance (from time to time) published by the Welsh Government.	
"Staircase"	in respect of Shared Ownership Housing to acquire pursuant to the provisions of the Shared Ownership Disposal a share of the equity in the relevant Shared Ownership Unit in addition to the Shared Owner's Shared Ownership Interest and staircasing and Staircased shall be construed accordingly	

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.

4 CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development;

save for the provisions of Clauses 5.1, 7.1, 14 and 15 (commencement of development, legal costs, jurisdiction and delivery) fees and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

- 5.1 The Owner shall serve on the Council a notice of Commencement of Development not less than two days before Commencement of Development.
- 5.2 The Owner covenants with the Council as set out in the Second and Third Schedules.

6 THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner as set out in the Fourth Schedule.

7 MISCELLANEOUS

- 7.1 The Owner shall pay the Council on completion of this deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £1500.00.
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by Council's Chief Officer – Economy and Planning and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed or an event under Clause 7.7 the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed 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 Deed.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if:-
- 7.7.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure
 - 7.7.2 the Planning Permission shall expire prior to the Commencement of Development; or
 - 7.7.3 the Site is developed under a new planning permission (other than one issued under Section 73 of the Act for variation or discharge of a condition of the Planning Permission) granted after the Planning Permission by the Council or any other competent authority and there has been no Commencement of Development.
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 This Deed shall not be enforceable against Owner-occupiers or tenants or lessees of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them or their mortgagee or charge.
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

8 WAIVER

No waiver (whether expressed or implied) by the Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in Ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan

10 INDEXATION

Any sum referred to in the Schedules shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

11 INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

12 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

13 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

14 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

15 SECTION 73 VARIATION

For the avoidance of doubt in the event that the Council shall at any time hereafter grant a planning permission pursuant to an application under section 73 of the Act in respect of conditions on the Planning Permission, save and in so far as this Deed has been amended by way of a deed of variation prior to the grant of such planning permission, references in this Deed to the Application and the Planning Permission shall be deemed to include any subsequent section 73 applications and planning permissions as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

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

FIRST SCHEDULE

DESCRIPTION OF THE SITE

Land referred to as Priory offices, Priory Buildings and land on the side of building, Prior Street, Wrexham, LL11 1SY being the freehold land which has been filed as first registration with HM Land Registry as of 17th March 2023 in the Owner's name.

SECOND SCHEDULE – PUBLIC OPEN SPACE CONTRIBUTION

1. Prior to Commencement of Development the Owner shall pay 50% of the Public Open Space Contribution to the Council which shall be used by the Council to extend and provide improvements in the area of Lord Street, Wrexham.
2. Prior to completion of the final Dwelling the Owner shall pay ⁵%0% of the Public Open Space Contribution to the Council which shall be used by the Council to extend and provide improvements in the area of Lord Street, Wrexham.

THIRD SCHEDULE - AFFORDABLE HOUSING

Part 1 - General Obligations

1. To design and construct the Affordable Housing Units (to comprise 10% (rounded down to the nearest whole number) of the total number of Dwellings on Site) in accordance with the Planning Permission and in accordance with the Welsh Housing Quality Standards 2023.
2. Not to dispose of the Affordable Housing Units other than to an RSL by way of the Affordable Housing Disposal or to an Eligible Person by way of a Shared Ownership Disposal or a Shared Equity Disposal (as set out in paragraph 1 of Parts 2, 3, 4, 5 and 6 hereof) Provided That the Council and the Owners of the Affordable Housing Units may by agreement prescribe terms for the disposal of different types of Affordable Housing not detailed in this Deed (both parties acting reasonably and without delay in agreeing such terms) Provided That such agreement is legally secured by way of a supplemental agreement made under Section 106 of the Act.
3. Give to the Council notice in writing of a disposal of its interest in any Affordable Housing Unit and its interest in any part of the Site (excluding Market Housing Units) occurring before all the obligations in this Deed have been discharged such notice to be given within 10 Working Days of such transfer and giving details of the transferee's full name and usual address (registered office if a company) together with a plan showing the area of the Site transferred.
4. Prior to Commencement of Development of a Dwelling Phase to provide the Council's Chief Officer of Housing the following details in so far as they are known for each Affordable Housing Unit within such Dwelling Phase:
 - 4.1 postal address;
 - 4.2 gross and net floor area;
 - 4.3 anticipated practical completion date (subject to market conditions); and
 - 4.4 plans indicating location, elevations and internal layout.
5. Following receipt of the decision letter confirming the grant of the Planning Permission to approach an RSL as soon as reasonably practicable and to pursue negotiations with all due diligence in order to comply with the obligations contained in this Deed and to offer the Affordable Housing Units (other than those designated as Shared Equity Units) for sale to an RSL on terms that have due regard to the restrictions affecting such Affordable Housing Units contained in this Deed.
6. Following a written request from the Council, to provide to the Council such information concerning the progress of negotiations for Affordable Housing Disposals with an RSL

or Shared Equity Disposals to Eligible Persons (as appropriate) as shall reasonably be required by the Council.

7. Not to use any part of the Site on which the Affordable Housing Units are to be constructed for any purpose other than the provision of Affordable Housing in accordance with this Deed.
8. Not to use the Affordable Housing Units for any purpose other than for the provision of Social Rented Housing, Shared Ownership Housing, Shared Equity Housing and Intermediate Rented Housing (subject to the proviso set out in paragraph 2 of this Part) and to respond to any request from the Council for information as to the tenure of each Affordable Housing Unit within 10 Working Days such request to be made on no more frequent a basis than once every six months.
9. To keep such full and proper records as are reasonably required to demonstrate to the Council strict compliance with the affordable housing obligations contained in this Deed and any supplementary agreement thereto.
10. Not to allow the Occupation of more than 50% (fifty percent) of the Market Housing Units within any Dwelling Phase until the Affordable Housing Units within that Dwelling Phase have been constructed, are ready for Occupation and have been disposed of (or evidence has been provided to the Council that the Owner is actively marketing and has used reasonable endeavours to procure such disposals) by way of an Affordable Housing Disposal to an RSL and/or Shared Equity Disposals to Eligible Persons.
11. To enter a restriction on the title register of each of the Affordable Housing Units at the Land Registry in the following terms:

"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 a conveyancer that the provisions of Third Schedule of the section 106 Agreement dated 21 June.

2024 between Wrexham County Borough Council (1) (2) have been complied with have been complied with"

12. On each Shared Equity Disposal and Shared Ownership Disposal the Owner thereof shall pay to the Council or the RSL nominated by the Council a sum equivalent to 0.50% of the Market Value of the percentage share purchased by an Eligible Person on completion of that sale, to cover the costs of the Council or the RSL nominated by the Council in administering the Low Cost Home Ownership Register.

Part 2 - Social Rented Housing

1. Not to dispose of the Affordable Housing Units which are provided as Social Rented Housing other than by way of an Affordable Housing Disposal in accordance with the provisions of this Part of this Schedule.
2. No Social Rented Housing shall be:
 - 2.1 let to or occupied by persons other than Eligible Persons; and
 - 2.2 let other than as Social Rented Housing by way of an assured or assured short hold tenancy (or such statutory form of tenancy as may replace such forms of tenancies from time to time)(subject to the proviso set out in paragraph 2 of Part 1 of this Schedule).

Part 3 - Intermediate Rented Housing

1. Not to dispose of any Affordable Housing Units which are provided as Intermediate Rented Housing other than by way of an Affordable Housing Disposal in accordance with the provisions of this Part of this Schedule.
2. No Intermediate Rented Housing shall be:
 - 2.1 let to or occupied by persons other than Eligible Persons; and
 - 2.2 let other than as Intermediate Rented Housing by way of an assured or assured short hold tenancy (or such statutory form of tenancy as may replace such forms of tenancies from time to time) (subject to the proviso set out in paragraph 2 of Part 1 of this Schedule).

Part 4 - Shared Ownership Housing

1. Not to dispose of any Affordable Housing Unit which is provided as Shared Ownership Housing other than by way of Shared Ownership Disposal to an Eligible Person.
2. To procure that each Shared Ownership Disposal shall incorporate the following terms:
 - 2.1 a right of pre-emption in favour of the Freeholder RSL; and
 - 2.2 a covenant whereby a Shared Owner who wishes to dispose of their interest in the Shared Ownership Unit (and where the Freeholder RSL does not wish to exercise the right of pre-emption referred to in paragraph 2.1 of this Part) shall be prevented from disposing of their interest in the Shared Ownership Unit other than to an Eligible Person at no more than Market Value of their Shared Ownership Interest.

3. Not to sub-let or let (other than in accordance with this Part of this Schedule) any Shared Ownership Unit.
4. Shared Owners wishing to dispose of their interest in a Shared Ownership Unit shall comply with any reasonable procedure adopted by the Council (or its nominated agent) from time to time for arranging and administering the disposal to Eligible Persons of interests in affordable housing units such as the Shared Ownership Units.
5. In the event that a Shared Owner wishes to dispose of their interest in a Shared Ownership Unit and such unit has been actively marketed for sale for a period of 20 weeks and no Eligible Person has exchanged unconditional contracts for the purchase of the said unit within that period Provided That:
 - 5.1 such unit has been offered for sale pursuant to paragraph 2.1 above and to an RSL or RSLs nominated by the Council and such RSLs have not exchanged unconditional contracts to buy such unit within such period;
 - 5.2 the price at which the Shared Ownership Unit has been offered for sale to Eligible Persons is no greater than the Market Value of the Shared Ownership Interest ascertained by agreement between the Shared Owner, any mortgagee of the Shared Owner and the Freeholder RSL (**Parties**) or failing agreement at the expense of the Shared Owner by an independent qualified valuer appointed by agreement between the Parties or failing agreement by or on behalf of the president for the time being of the Royal Institution of Chartered Surveyors on the application of any party and the decision of such valuer shall be final; and
 - 5.3 the Shared Owner has reasonably demonstrated to the Council and the Freeholder RSL that it has acted in good faith in considering any offers from Eligible Persons

Then the Shared Ownership Unit may be sold in the open market at Market Value (provided the Freeholder RSL consents to such sale) free from the affordable housing restrictions contained in this Deed Provided Further That where an Eligible Person or RSL has been identified as a potential purchaser of the Shared Ownership Unit within the said 20 week period the Shared Owner shall use reasonable endeavours to progress such sale and shall not dispose of the Shared Ownership Unit in the open market unless such potential sale is not completed within a further 20 weeks.
6. Following the sale of a Shared Ownership Unit on the open market pursuant to paragraph 5 above, the Shared Owner will remove the restriction set out at paragraph 11 of Part 1 above from the title of the Shared Ownership Unit at the Land Registry.

Part 5 - Shared Equity Housing Initial Sales

1. Not to dispose of the Affordable Housing Units provided as Shared Equity Housing other than by way of a Shared Equity Disposal to an Eligible Person at a price no greater than the Equity Price.

2. No Shared Equity Disposal shall be completed without the new Shared Equity Owner simultaneously entering into a Second Charge.
3. That upon first acquiring an interest in a Shared Equity Unit the Shared Equity Owner shall not borrow from any mortgagee nor charge a Shared Equity Unit under a First Charge for a sum in excess of 70% of the Market Value of the Shared Equity Unit without the consent of the Council or the Nominated RSL (as appropriate) providing that nothing in this paragraph shall prevent or prohibit a Shared Equity Owner from later increasing its borrowings from any mortgagee in order to discharge and secure release from the Second Charge.
4. Each Shared Equity Disposal shall contain a restriction whereby the Shared Equity Owner who wishes to dispose of their interest in the Shared Equity Unit shall be prevented from making that disposition other than in accordance with Part 6 of this Schedule.
5. In the event that the Shared Equity Unit is sold by a mortgagee in possession without the provisions of this Deed being binding
6. Not to let (other than by way of a Shared Equity Disposal) or sub-let the Shared Equity Unit.
7. The provisions of this Part of Schedule 3 shall only apply to the initial sale of Shared Equity which means the first disposal of the Shared Equity Housing Unit.
8. In the event that a Shared Equity Unit has been actively marketed for sale for a period of six months and no Eligible Person has exchanged unconditional contracts for the Shared Equity Unit within that period and no RSL has conditionally contracted to buy such units within such period then the Shared Equity Unit may be sold in the open market at Market Value free from the affordable housing restrictions contained in Schedule 3 of this Deed Provided That within two working days of legal completion of such sale, a payment of 30% of the sale proceeds (**Commuted Sum**) is paid to the Council by the Owner to be used for the provision of Affordable Housing within the Wrexham County Borough Council administrative area within five years of receipt Provided Further That where an Eligible Person or RSL has been identified as a potential purchaser of the Shared Equity Unit within the said six month period the Owners shall use reasonable endeavours to progress such sale and shall not dispose of the Shared Equity Unit in the open market unless such potential sale is not completed within a further 20 weeks.
9. The payment of the Commuted Sum is conditional upon that if at any time after the fifth anniversary of the receipt by the Council of the Commuted Sum at the Owner request then the Council will provide (subject to the Owner paying the Council's reasonable and proper expenses in connection with providing the same) written confirmation as to whether the whole or any part of the Commuted Sum has been expended or committed for expenditure in accordance with paragraph 8 above and in the event that the Council

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fails within 3 calendar months of such request to provide written confirmation that the whole of the Commuted Sum paid by the Owner to the Council pursuant to paragraph 8 above has been expended by the Council or committed towards the designated purposes within 5 years from the receipt by the Council of the Commuted Sum then the Council shall repay all or part of the Commuted Sum for which that written confirmation has not been given to the person or persons who actually paid the Commuted Sum together with all interest accrued thereon

Part 6 - Shared Equity Housing Subsequent Sale

1. Not to dispose of the Affordable Housing Units provided as Shared Equity Housing other than by way of a Shared Equity Disposal to an Eligible Person at a price no greater than the Equity Price.
2. That no Shared Equity Disposal shall be completed without the new Shared Equity Owner simultaneously entering into a Second Charge.
3. That upon first acquiring an interest in a Shared Equity Unit the Shared Equity Owner shall not borrow from any mortgagee nor charge a Shared Equity Unit under a First Charge for a sum in excess of 70% of the Market Value of the Shared Equity Unit without the consent of the Council or the Nominated RSL (as appropriate) providing that nothing in this paragraph shall prevent or prohibit a Shared Equity Owner from later increasing its borrowing from any mortgagee in order to discharge and secure release from the Second Charge.
4. No Shared Equity Owner shall transfer the Shared Equity Unit without first having notified the Council or its Nominated RSL (as appropriate) in writing of their intention to dispose of the Shared Equity Unit.
5. In the event that the Shared Equity Housing Unit is sold by a mortgagee in possession without the provisions of this Deed being binding upon it (pursuant to clause 6.10 hereof), the mortgagee shall, in so far as it is able to from the proceeds of sale of the Shared Equity Unit and in any event only after deduction of any monies owing to the mortgagee pursuant to the First Charge, pay to the Council or Nominated RSL (as appropriate), the Redemption Money within one week of completion of the sale of the Shared Equity Unit and provide the Council's Head of Housing and Public Protection (or such other officer undertaking the duties of a chief housing officer) with an account of the amount due pursuant to this paragraph.
6. Not to let (other than by way of a Shared Equity Disposal) or sub-let the Shared Equity Unit.
7. In the event that a Shared Equity Unit has been actively marketed for sale for a period of 20 weeks and no Eligible Person has exchanged unconditional contracts for the purchase of the Shared Equity Housing Unit within that period Provided That:

- 7.1 the price at which the Shared Equity Housing Unit has been offered for sale to Eligible Persons is no greater than its Market Value ascertained by agreement between the Shared Owner, any mortgagee of the Shared Owner, and the Nominated RSL (**Parties**) or failing agreement at the expense of the Shared Owner by an independent qualified valuer appointed by agreement between the Parties or failing agreement by or on behalf of the president for the time being of the Royal Institution of Chartered Surveyors on the application of any party and the decision of such valuer shall be final;
- 7.2 the Shared Equity Owner has reasonably demonstrated to the Council that it has acted in good faith in considering any offers from Eligible Persons; and
- 7.3 such unit has also been offered for sale to the Nominated RSL and any other RSL or RSLs put forward by the Council and that such RSL(s) have not exchanged unconditional contracts to buy such unit within such period
- then the Shared Equity Unit may be sold in the open market at Market Value free from affordable housing restrictions contained in this Deed Provided Further That where an Eligible Person or RSL has been identified as a potential purchaser of the Shared Equity Housing Unit within the said 20 week period the Shared Equity Owner shall use reasonable endeavours to progress such sale and shall not dispose of the Shared Equity Unit in the open market unless such potential sale is not completed within a further 20 weeks.
8. In the event that the Shared Equity Unit is sold on the open market pursuant to paragraph 7 the Shared Equity Owner shall pay the Redemption Money to the Council of the Nominated RSL (as appropriate) to redeem the Second Charge within two days of legal completion Provided That such funds received by the Council or the Nominated RSL (as appropriate) shall be used for the provision of Affordable Housing within the Wrexham County Borough Council administrative area as agreed between the Council and the nominated RSL within five years of receipt.
9. Following receipt by the Council or Nominated RSL of the Redemption Money in the circumstances set out in paragraphs 5, 7 or 10 hereof the Owner of the Shared Equity Unit will remove the restriction set out at paragraph 11 of Part 1 above from the title of the Shared Equity Unit at the Land Registry.
10. Nothing in this Part shall prevent or prohibit a Shared Equity Owner from paying the Redemption Money to the Council or the Nominated RSL (as appropriate) in order to discharge the Second Charge Provided That the Redemption Money received by the Council or the Nominated RSL (as appropriate) shall be applied for the provision of Affordable Housing within the administrative area of Wrexham County Borough Council as agreed between the Council and the nominated RSL within five years of receipt.
11. It is acknowledged that where a Shared Equity Owner disposes of a Shared Equity Unit to an RSL pursuant to paragraph 7 above the RSL shall not be required to enter into a Second Charge and may use or dispose of such unit (as appropriate) to provide

Affordable Housing in accordance with any of the methods of doing so permitted by this Deed.

12. The provisions of this Part of Schedule 3 shall only apply to the sale of Shared Equity Housing after the initial sale.

Part 7 - Definition of an "Eligible Person"

1. An Eligible Person means a Person in Housing Need identified from the Low Cost Homes Ownership Register or the Council's housing waiting list (as appropriate) who:
 - 1.1 has resided personally or who has had a Close Family Association in the Offa Community Council Area for a continuous period of one year immediately preceding the proposed Occupation of an Affordable Housing Unit; or
 - 1.2 is in permanent full time employment at a location within the Offa Community Council Area and has been in such employment for a period of six months immediately preceding the proposed occupation of an Affordable Housing Unit; or
 - 1.3 has previously resided in the Offa Community Council Area for a continuous period of five years; or
 - 1.4 has previously had a Close Family Association in the Offa Community Council Area for a continuous period of five years; or
 - 1.5 has previously been in employment in the Offa Community Council Area for a continuous period of five years.
2. Provided That if:
 - 2.1 no person meeting the requirements in paragraph 1 above can be identified from the Low Cost Homes Ownership Register or the Council's housing waiting list (as appropriate); and
 - 2.2 a period of not less than four weeks has elapsed after an advertisement seeking a person who meets the requirements of paragraph 1 has been placed in a newspaper circulating in the Wrexham locality

then the references in paragraph 1 of this Part to the Offa Community Council Area shall be treated as if they included references to the Rhosddu Caia Park Gwersyllt Broughton Coedpoeth Esclusham Marchweil and Abenbury Community Council Areas and any person who satisfies one of the said criteria by virtue of such treatment shall be regarded as an Eligible Person for the purposes of this Deed.

3. Provided Further That where no person who qualifies or who can be regarded as qualifying as an Eligible Person pursuant to paragraph 2 of this Part can be identified from the sources mentioned therein after at least one advertisement has been placed

in a newspaper circulating in the locality then after a period of not less than eight weeks the references in paragraph 1 of this Part to the Offa Community Council Area shall be treated as if they included reference to the Wrexham County Borough Council Area and any person who satisfies the said criteria by virtue of such treatment shall be regarded as an Eligible Person for the purposes of this Deed.

4. Provided Further That if no applicant qualifies under paragraph 3 above within 12 weeks, then any other person who in the opinion of the RSL or Council (as appropriate) is a Person in Housing Need shall be treated as an Eligible Person.

Part 8 - Calculation of "Affordable Housing Contribution"

1. Should the number of Affordable Housing Units provided within each Dwelling Phase result in a fraction of an Affordable Housing Unit then within 30 days of the date of first Occupation of the last Affordable Housing Unit within each Dwelling Phase the Affordable Housing Contribution for that Dwelling Phase shall be calculated by the Owner and notified in writing to the Council in accordance with the following formula:

$$D/N \times Y = \text{Affordable Housing Contribution}$$

Where

D = total value of discount for Affordable Housing Units in each Dwelling Phase

N= total number of Affordable Housing Units in each Dwelling Phase

Y = The fraction of an Affordable Housing Unit which may occur as a result of the requirement for 25% of the Dwellings on Site to be Affordable Housing

2. Within 21 days of the amount of the Affordable Housing Contribution within each Dwelling Phase being notified to the Council the Owner shall pay the Affordable Housing Contribution to the Council PROVIDED THAT it is a condition of the payment of the Affordable Housing Contribution that such funds shall be used by the Council for the provision of Affordable Housing within the Wrexham County Borough Council administrative area within 5 years of receipt and FURTHER PROVIDED THAT any part of the Affordable Housing Contribution that remains unspent by the Council after the period of 5 years from the date of receipt shall be refunded to the person that made the payment.

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FOURTH SCHEDULE

Council's Covenants - Discharge of obligations

- 1 The Council covenants with the Owner to use the Public Open Space Contribution received from the Owner under the terms of this Deed for the purpose specified in this Deed for which they are paid
2. The Council covenants with the Owner that it will repay the Owner such amount of any of the Public Open Space Contribution made by the Owner to the Council under this Deed which have not been expended in accordance with the provisions of this Deed within 5 years of the date of receipt by the Council

FIFTH SCHEDULE

Draft Planning Permission

pursuance of its powers under the Acts and Orders referred to below, the County Borough Council as Local Planning Authority, hereby determines your application in accordance with the particulars and plans comprising the application

Applicant	MR GRANT OWENS GM HOLDINGS	Code Number	WRO P/2023/0625
Agent	MR SUBHAN SALEEM SALEEM ARCHITECTS 64 HEATON STREET PRESTWICH M25 1HH	Date Received	04/09/2023
		Decision Date	

Town and Country Planning Act, 1990

Location of application

PRIORY CAFE, 8-12, PRIORY STREET, WREXHAM, LL11 1SU

Description of application

CHANGE OF USE FROM CLASS B1 (OFFICE) TO CLASS C3 (DWELLING) TO CREATE 15 DWELLINGS INCLUDING VERTICAL EXTENSION OF ONE NEW STOREYS AND ALTERNATIONS TO EXISTING ELEVATION / NEWID DEFNYDD O DDOSBARTH B1 (SWYDDFA) I DDOSBARTH C3 (ANNEDD) I GREU 15 ANNEDD YN CYNNWYS ESTYNIAD FERTIGOL I UN LAWR NEWYDD A NEWIDIADAU I'R DRYCHIADAU PRESENNOL

In reaching this decision the Council has had regard to the relevant policies in the Wrexham Local Development Plan which are as follows:-

DM1	Development Management Considerations
FW	Future Wales: The National Plan 2040
H2	Affordable Housing
H6	Conversion of Buildings to Self-Contained Flats or Houses in
NE1	Multiple Occupation
NE6	International and National Nature Conservation Designations
PPW	Waste Water Treatment and River Water Quality
R4	Planning Policy Wales (Edition 11)
SP1	Development Outside Primary Shopping Streets
SP14	Housing Provision
SP15	Natural Environment
SP2	Historic and Cultural Environment
SP5	Location of Development
SP7	Planning Obligations
TAN 11	Wrexham City
TAN 12	Noise
TAN 2	Design
TAN 24	Planning and Affordable Housing
	The Historic Environment

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WRO P/2023/0625

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SALEEM ARCHITECTS
64 HEATON STREET
PRESTWICH
M25 1HH

Date Received 04/09/2023

Decision Date

Revision	Date	Description of Decision
0		Planning permission issued

Particulars of decision that permission be GRANTED
Subject to the following:-

Condition(s)

1. The development hereby permitted shall be commenced before the expiry of five years from the date of this permission.
2. The development shall be carried out in accordance with the following approved plans and documents:
A500 REV A - Location Plan
A200 REV A - Proposed Ground Floor Plan
A201 REV A - Proposed First Floor Plan
A202 REV A - Proposed Second Floor Plan
A203 REV B - Proposed Third Floor Plan
A205 REV C - Proposed Roof Plan
A302 REV C - Proposed Front Elevation
A303 REV C - Proposed Side Elevation
A304 REV C - Proposed Service Yard Section
Green Infrastructure Statement REV P01 [Dated: November 2023]
3. No part of the development shall commence until a noise survey has been carried out, and a detailed report of the survey findings has been submitted to, and approved in writing by, the Local Planning Authority. The noise survey shall determine noise levels for both Day (07:00 - 23:00 hours) and Night (23:00 - 07:00 hours), having regard to Planning Policy Wales (PPW) Guidance, Technical Advice Note (TAN) 11 - Noise. The report of the noise survey findings shall include:
 - a) Noise levels arising from day / night time activities in the vicinity of the proposed development site and the impact upon the existing or proposed accommodation, and
 - b) A detailed scheme of noise insulation and / or attenuation measures so designed to safeguard the amenity of the existing or occupants of the proposed accommodation hereby approved. The measures as are approved shall be fully implemented prior to the first occupation of any unit of residential accommodation approved and shall be retained thereafter for the lifetime of the development.

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		Decision Date	

4. No part of the development shall commence until a scheme of noise insulation and attenuation measures between the walls with commercial use and also floors, in compliance with Building Regulations Guidance: Part E - Resistance to the Passage of Sound, has been submitted to, and approved in writing by, the Local Planning Authority. The measures as are approved shall be fully implemented in strict accordance with the scheme prior to the first occupation of any unit of residential accommodation approved, and shall thereafter be permanently retained.
5. Prior to the commencement of development, a Construction Traffic Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The Management Plan shall include details of parking for construction traffic and contractor parking, the proposed routes for heavy construction vehicles, timings of construction traffic and means of defining and controlling such traffic routes and timings. The development shall be carried out in accordance with the approved Management Plan.
6. No unit of residential accommodation hereby approved shall be occupied until a Servicing and Management Plan for the building has been submitted to and approved in writing by the Local Planning Authority. The Plan shall include details of the management of the refuse storage and collection, and maintenance of all communal areas and access. The building shall thereafter be serviced and managed in strict accordance with the plan as is approved.
7. Prior to their use on the development, a schedule of external materials (to include all facing and roofing materials) to be used in the construction of the development hereby approved shall be submitted to and approved in writing by the Local Planning Authority. The development shall be completed in accordance with the approved details and thereafter retained.

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		Decision Date	

8. Notwithstanding the submitted plans and details, prior to their first use/installation full details of
 - a) soffits and fascias;
 - b) windows and external doors;
 - c) the green roof; and
 - d) balustrades

shall be submitted to and approved in writing by the Local Planning Authority. The development shall be completed in accordance with the approved details and shall thereafter be so retained.
9. Prior to their installation, further details (scaled elevation drawings and brochure details) of the solar PV panels and any supporting structures, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details, which shall be thereafter retained.
10. The cycle and bin storage areas as shown on approved drawing no: A200 REV A shall be fully laid out prior to the first occupation of any unit of residential accommodation hereby approved. These areas shall thereafter be permanently retained and kept free of any obstruction, and made available solely for the purposes of cycle and refuse storage at all times.
11. The roof of the building shall be laid out in accordance with approved drawing no: A205 REV C prior to the first occupation of any unit of residential accommodation hereby approved, and shall not be used as an outdoor amenity area, or for any other purpose, at any time.
12. No surface water from any increase in the roof area of the building /or impermeable surfaces within its curtilage shall be allowed to drain directly or indirectly to the public sewerage system.
13. The development shall be for a maximum of 15 no. apartments and shall be laid out strictly in accordance with the plans listed within Condition 2.

Reason(s)

Applicant MR GRANT OWENS GM HOLDINGS

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1. To comply with Section 91(3) of the Town and Country Planning Act, 1990.
2. To comply with section 71ZA (2) of the Town and Country Planning Act 1990.
3. To protect the amenities of the occupiers of nearby properties in accordance with Policy DM1 of the Wrexham Local Development Plan.
4. To protect the amenities of the occupiers of nearby properties in accordance with Policy DM1 of the Wrexham Local Development Plan.
5. In the interests of highway safety in accordance with Policy DM1 of the Wrexham Local Development Plan.
6. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area and suitable standard of residential accommodation in accordance with Policies DM1 and SP15 of the Wrexham Local Development Plan.
7. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area in accordance with Policy DM1 of the Wrexham Local Development Plan.
8. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area in accordance with Policy DM1 of the Wrexham Local Development Plan.
9. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area in accordance with Policy DM1 of the Wrexham Local Development Plan.
10. To protect the amenities of the occupiers of the dwellings, highway safety and the character and appearance of the area, in accordance with the requirements of Policy DM1 of the Wrexham Local Development Plan.
11. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area in accordance with Policy DM1 of the Wrexham Local Development Plan.

Applicant MR GRANT OWENS GM HOLDINGS

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WRO P/2023/0625

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04/09/2023

Decision Date

12. To prevent hydraulic overloading of the public sewerage system, to protect the health and safety of existing residents and ensure no pollution of or detriment to the environment.
13. To define the scope and scale of the planning permission.

Note(s) to applicant

1. You are advised that this grant of planning permission was made following the completion of an Agreement under Section 106 of the Town and Country Planning Act. Before undertaking any work under this permission you are advised to obtain full details of the Agreement and ensure that you are able to comply with its terms.
2. This permission is granted subject to the above conditions. Some conditions may require your attention prior to you carrying out any work on the proposal. These conditions are known as ""conditions precedent"". You should be aware that it is important that you comply with any ""conditions precedent"". If you do not, then any work you undertake on the development subject of this permission would not have planning permission.
3. You are advised that building work which involves work on an existing wall shared with another property, building on the boundary with a neighbouring property, or excavating near a neighbouring building may require the separate consent of the neighbour under the provisions of the Party Wall Act. If you require further information or advice please contact the Building Control Section on 01978 298884.
4. All works in relation to the implementation of this permission, including deliveries to and /or leaving the site, should be undertaken only between the hours of 07.30 to 18.00 Monday to Friday, 08.00 to 14.00 on a Saturday, and at no time on a Sunday or a Bank Holiday. Outside these times, any works which are audible beyond the site boundary have the potential to cause unreasonable disturbance to neighbouring premises. The applicant is advised that the Council has the option to control construction noise by serving a Control of Pollution Act 1974, Section 60 Notice where deemed necessary, and failure to comply with such a Notice can result in prosecution. The applicant is further advised that any complaints received relating to noise of any type from the development may also be investigated using the Council's Standardised Procedure for Dealing with Noise Nuisance Complaints. This is done under the Statutory Nuisance provisions provided within the

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Environmental Protection Act 1990, and legal action may be taken where appropriate.

The applicant must adhere to the times given above wherever possible. If, however, there are urgent or unavoidable circumstances requiring work outside of the specified times, permission to proceed may be sought by contacting Environmental Health & Housing Standards at healthandhousing@wrexham.gov.uk or 01978 292040. Please use the same contact details for any other enquiries regarding construction / demolition site noise.

5. The Applicant is advised that under the dust from construction and / or demolition activities can be judged to be causing a statutory nuisance to neighbouring properties. A legal notice can be served requiring that any dust nuisance is abated, and failure to comply with the requirements of the notice can result in prosecution. The applicant should contact the Council's Environmental Health & Housing Standards Team on healthandhousing@wrexham.gov.uk or 01978 292040 for further advice and information.

6. Dwr Cymru Welsh Water:

The applicant is advised that some public sewers and lateral drains may not be recorded on our maps; some sewers were originally privately owned and were transferred into public ownership by nature of the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. The presence of such assets may affect the proposal. In order to assist us in dealing with the proposal the applicant may contact Dwr Cymru Welsh Water. Under the Water Industry Act 1991 Dwr Cymru Welsh Water has rights of access to its apparatus at all times.

The applicant may also need to apply to Dwr Cymru / Welsh Water for any connection to the public sewer under S106 of the Water industry Act 1991. If the connection to the public sewer network is either via a lateral drain (i.e. a drain which extends beyond the connecting property boundary) or via a new sewer (i.e. serves more than one property), it is now a mandatory requirement to first enter into a Section 104 Adoption Agreement (Water Industry Act 1991). The design of the sewers and lateral drains must also conform to the Welsh Ministers Standards for Gravity Foul Sewers and Lateral Drains, and conform with the publication "Sewers for Adoption"- 7th Edition. Further information can be obtained via the Developer Services pages of

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www.dwrcymru.com.

In accordance with Planning Policy Wales (Edition 11) and Technical Advice Note 12 (Design), the applicant is advised to take a sustainable approach in considering water supply in new development proposals, including utilising approaches that improve water efficiency and reduce water consumption. We would recommend that the applicant liaises with the relevant Local Authority Building Control department to discuss their water efficiency requirements.



David Fitzsimon

Prif Swyddog Yr Economi a Chynllunio
Chief Officer Economy and Planning

Refer to Statement of Applicant's Rights and General Information on our planning web site at:-

http://www.wrexham.gov.uk/english/planning_portal/publications/info_sheets.htm.

EXECUTED as a DEED by affixing

THE COMMON SEAL of

WREXHAM COUNTY BOROUGH COUNCIL in the presence of:-

Chief Officer Governance and Customer



EXECUTED as a Deed by)

GREENER PROEPRTIES LIMITED acting by a)

Director:-).....

Grant Steve Owens

Director

in the presence of:

.....
Witness signature

Witness name -

Address -

Occupation -

(in BLOCK CAPITALS)