

FORSTERS

DATED *2nd October* 2015

- (1) WREXHAM COUNTY BOROUGH COUNCIL
- (2) WYNNSTAY FARMING COMPANY LIMITED
- (3) WEATHERBYS BANK LIMITED

DEED

Pursuant to Section 106 of the Town and Country Planning Act 1990
in respect of land situated to the south of Ruabon at the intersection of the
A483 and the A539 Wrexham LL14 6TE



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DEED

DATED 2nd October 2015

PARTIES

- (1) WREXHAM COUNTY BOROUGH COUNCIL of Guildhall Wrexham LL1 1AY ("the Council"); and
- (2) WYNNSTAY FARMING COMPANY LIMITED (Company registration number 3024017) of 2 Hilliards Court Wrexham Road Chester CH4 9QP ("the Owner"); and
- (3) WEATHERBYS BANK LIMITED (Company registration number 2943300) of Sanders Road Findon Road Industrial Estate Wellingborough NN8 4BX ("the Mortgagee")

RECITAL

- (A) The Council is the local housing authority and the Local Planning Authority for the purposes of Section 106 of the 1990 Act for the area in which the Site is situated and by whom the obligations contained within this Deed are enforceable.
- (B) The Owner is the owner of the freehold interest in the Site registered at the Land Registry under Title Number WA794334.
- (C) The Mortgagee is the mortgagee of the Site under a legal charge dated 21 August 2013 and registered at HM Land Registry on 10 September 2013.
- (D) The Council has resolved to grant the Planning Permission subject to this Deed being entered into prior to the granting of the Planning Permission to secure the provision of (inter alia) public open space and the provision of Affordable Housing without which the Planning Permission would not be granted.
- (E) The parties have agreed to enter into this Deed in order to secure the objectives referred to in (D) above.

NOW THIS DEED WITNESSES as follows:-

1. DEFINITIONS

In this document unless the contrary intention appears the following terms shall have the following meanings:

Act	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

Affordable Housing Disposal	Ownership Housing and Social Rented Housing a transfer or lease of one or more of the Affordable Housing Units by the Owner to an RSL
Affordable Housing Scheme	a scheme to be agreed with the Nominated RSL and submitted to the Council for approval in accordance with Condition 30 of the Planning Permission
Affordable Housing Unit(s)	the Dwellings provided as Affordable Housing as part of the Development
Close Family Connection	members of family as described in Section 113 of the Housing Act 1985
Commencement of Development	the carrying out on the Site of any Material Operation
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
Deep Discounter	a discount food store offering a limited number of product lines (up to 3,000) comprising a dominance of food goods that have private or exclusive labels with few national brands together with some non-food comparison shopping goods which are promoted through weekly special deals
Development	the development of the Site in accordance with the Planning Permission
Discounted Sale Disposal	a disposal by the Owners by way of: (a) for a term of not less than 125 years; or (b) transfer of a Discounted Sale Unit
Discounted Sale Housing	a form of Affordable Housing where the purchaser acquires a 100% equity share in a Discounted Sale Unit with a restriction in perpetuity upon the future sale price of it at 70% of Market Value
Discounted Sale Owner	a leaseholder or freeholder of a Discounted Sale Unit

Discounted Sale Unit	an Affordable Housing Unit sold or available for sale as Discounted Sale Housing
Dwelling	any residential unit (including a house flat or maisonette) constructed on the Site pursuant to the Planning Permission which shall include for the avoidance of doubt Market Housing Units and Affordable Housing Units
Dwelling Phase	any Phase of the Development that comprises a Dwelling
Ecology Management Plan	the ecological management plan submitted to and approved in writing by the Council in accordance with condition 22 of the Planning Permission
Educational Contribution	such sums indexed in accordance with the provisions of this Deed to be paid by the Owner to the Council in accordance with the provisions of Schedule 5
Eligible Person	a person as defined in Part 7 of Schedule 3 hereto
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
Food Store	the food store to be erected as part of the Development in accordance with the provisions of Schedule 4
Freeholder RSL	the RSL that owns the freehold of a Shared Ownership Unit
Implementation Notice	the notice to be served in writing by the Owner upon the Council when Commencement of Development

Field Code Changed

Index	has occurred the All Items Index of Retail Prices issued by the Office for National Statistics or any successor organisation
Interest	interest at 4% (four per cent) above the base lending rate of the Bank of England from time to time
Intermediate Rented Housing	housing units let by an RSL at a rent equal to or less than 80% of the open market rental (being the rent which that unit would secure in the open market as between a willing lessor and a willing lessee acting at arms length)
LEAP	the local equipped area for play in accordance with details to be submitted as part of condition 8 of the Planning Permission
Low Cost Home Ownership Register	the register maintained by the Council or its nominated agent for the purpose of providing access to properties at less than market value for persons who cannot afford to buy housing generally on the open market
Management Entity	such body or bodies that is nominated or established by the Owner for the long term maintenance and management of the Public Open Space in accordance with Schedule 2
Management Entity Details	the Management Entity's corporate structure details of its directors and officers and the mechanism for ensuring that it has sufficient funds to enable it to carry out the Management Plan
Management Plan	the management plan to be submitted to the Council for approval in respect of the management and maintenance of the Public Open Space and the LEAP by the Management Entity which shall include details as to the timing and terms on which the Public Open Space and the LEAP shall be transferred to the Management Entity

Market Housing Units

those Dwellings which are general market housing for sale on the open market and which are not Affordable Housing

Market Value

(in respect of any Affordable Housing Units other than the Social Rented Housing and Intermediate Rented Housing) the price at which the Affordable Housing Unit might reasonably be expected to be sold at arm's length by a willing seller to a willing buyer with vacant possession

Material Operation

a material operation as defined in Section 56 subsection 4(a) to (e) of the Act to implement the Planning Permission **PROVIDED THAT** any works of or associated with demolition site clearance remediation works environmental or archaeological investigations site and soil surveys and any works necessary and related thereto including the erection of a contractors work compound and site office erection of temporary fencing to site boundaries and the laying out of services shall for the purposes of this Deed and for no other purpose be deemed not to be material operations

Nominated RSL

an RSL that holds a Second Charge

Occupation

use of a Dwelling for residential use but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" shall be construed accordingly

Person in Housing Need

a person who cannot afford to rent or buy a home suitable for their needs on the open market

Phase

a phase of the Development being an area of the Site for which an application is made to the Council for a Reserved Matters Approval pursuant to the Planning Permission

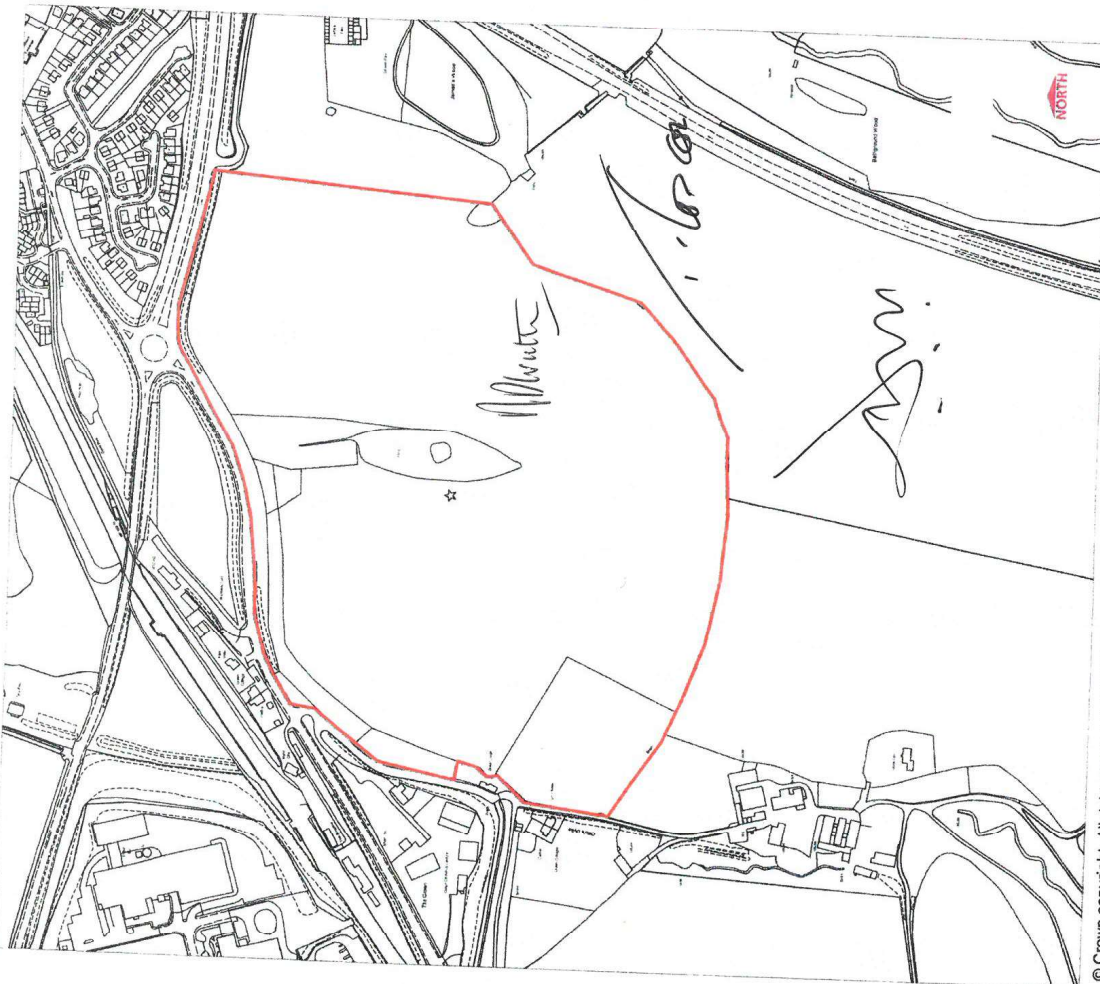
Plan A

the Plan A attached to this Deed

Plan B	the Plan B attached to this Deed
Planning Application	the application for Planning Permission for the Development of the Site submitted to the Council and given reference number P/2014/0021
Planning Permission	means the grant of planning permission substantially in the form of the draft annexed to this Deed as Appendix 1 issued by the Council pursuant to the Planning Application and any Reserved Matters Approval
Public Open Space	the areas of public open space to be provided within the Site, the location of which is shown indicatively on the amended illustrative site masterplan drawing No. 2500-OP-20 revB (December 2013) attached as shown shaded green on Plan B approved pursuant to the Planning Application, the precise location and extent of which is to be determined pursuant to any Reserved Matters Approval
Redemption Money	the sum required to discharge the Second Charge
Reserved Matters Approval	the grant of any application for reserved matters approval required pursuant to the Planning Permission
RSL	a registered social landlord as defined in Part 1 of the Housing Act 1996
Second Charge	a legal charge to be entered into by the Shared Equity Owner for the time being in favour of the Council or a Nominated RSL in respect of up to 20% of the Market Value of a Shared Equity Unit, subject always to the Second Charge ranking second in priority to any First Charge
Shared Equity Disposal	a disposal to an Eligible Person by a freehold transfer or by a lease for a term of not less than 125 years (or an assignment thereof) of a Shared Equity Unit
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
Shared Equity Owner	a freeholder or a leaseholder (as appropriate) of a Shared Equity Unit
Shared Equity Unit	an Affordable Housing Unit sold or available for sale as Shared Equity Housing on the Development
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
Site	the land subject to this Deed as shown edged red on Plan A and more particularly described in Schedule 1
Social Rented Housing	Affordable Housing Units let by an RSL to and to be occupied by Eligible Persons at a rental level which complies with the rent benchmark guidance (form 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
Travel Plan	means a plan to deliver monitoring of vehicles

PLAN A



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Head of Community Wellbeing & Development
Planning Services
16 Lord Street, Wrexham LL11 1LG

Town & Country Planning Act 1990
Section 106 Obligation

Date: 22/05/2015
Scale: 1:5000
OS Sheet: SJ2943

 P/2014/0021
Site adj. to A483
Ruabon, Wrexham


wrexham
COUNTY BOROUGH COUNCIL
CYNGOR Bwrdeistref Sirol
wrexham

www.wrexham.gov.uk/graphics/section106

PLAN B

Proposed access for pedestrians

Access from 5th arm created on existing roundabout

Proposed new roundabout

Large trees used to soften views from road and street

Existing trees maintained

Existing access retained for pedestrians

Parks to provide a soft edge and space for informal play



Planting and herring maintained to a height that allows views to the supermarket and park from the station canopy whilst screening the car park

Public square with LAP

Trees used throughout the park to soften the larger expanses of hard surfaces

Screening of service areas to retail unit

Existing trees and pond

Public square with seating area and LAP

Green spaces form ecological corridors and attractive focal points for recreation

Play area (LEAP)

Planted perimeter

Trees to the southern boundary are positioned to allow views out whilst screening views in. A necklace of linked green spaces

NOTE: Do not scale off drawing. All dimensions to be checked on site. This drawing is to be used in conjunction with all other relevant consultation drawings and appendices.

KEY:

0 10 50 100 metres



FOR PLANNING

Date	Rev	Notes
17.09.14	B	Revised parking for commercial units
09.09.14	A	Housing in place of school. Increased open space.

Project Title	Client	Project No.	Project Date
NUBON PARK	WYNNESTOWN FARMING COMPANY LTD	2500-OP-20 revB	DEC 2013

Drawing Title	Scale	Status	Size
ILLUSTRATIVE SITE MASTERPLAN	1:1250	DRAFT	A1

NRAP ARCHITECTS

10-15 Green Lane, Cambridge CB3 9JQ
www.nrapp.co.uk | info@nrapp.co.uk

	and traffic impact in the vicinity of the Site
Travel Plan Implementation & Monitoring Contribution	the sum of £10,000 indexed in accordance with this Deed to be paid by the Owner to the Council in accordance with the provisions of Schedule 8 to be utilised for the implementation of the Travel Plan and continued monitoring thereafter
Working Days	any day falling between Monday and Friday (both days inclusive) upon which the clearing banks in the City of London are open for normal business which is not Good Friday or a statutory bank holiday
2.	CONSTRUCTION OF THE 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 the successors to its respective statutory functions.

3. LEGAL BASIS
- 3.1 This Deed is made pursuant to Section 106 of the Act Section 2 of the Local Government Act 2000 and Section 111 of the Local Government Act 1972 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.
- 3.3 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.
4. CONDITIONALITY
- This Deed is conditional upon:
- 4.1 the grant of Planning Permission; and
- 4.2 the Commencement of Development;
- save for the provisions of clauses 5.2, 7.1, 14 and 15.
5. THE OWNER'S COVENANTS
- 5.1 The Owner hereby covenants with the Council as set out in the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Schedule.
- 5.2 The Owner shall serve on the Council (addressed to the Council's Head of Community Wellbeing and Development) the Implementation Notice not less than 2 Working Days before Commencement of Development.
6. THE COUNCIL'S COVENANTS
- The Council covenants with the Owner as set out in the Ninth 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 £3,000.00.
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 Where the agreement, approval, consent or expression or 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 an officer or duly authorised signatory 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.

7.4 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

7.5 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.

7.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if:-

- (a) the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure;
- (b) the Planning Permission shall expire prior to the Commencement of Development; or
- (c) 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.

7.7 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.

7.8 This Deed (other than Schedule 3) shall not be enforceable against owner-occupiers or tenants of the Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.

7.9 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.

7.10 The provisions of the Schedule 3 (except for paragraph 5 of Part 5 and Part 6 thereof) shall not be binding on a mortgagee in possession of an Affordable Housing Unit or a bona fide purchaser for value thereof from such a mortgagee in possession or any receiver appointed by such mortgagee (except a purchaser which is an RSL).

PROVIDED THAT:

- (a) such mortgages or receiver shall first have used reasonable endeavours over a period of three months in consultation with the Council's Head of Housing and Public Protection Officer to dispose of the Affordable Housing to an RSL or otherwise in accordance with the Schedule 3; and
- (b) the Council's Head of Housing and Public Protection Officer shall have certified in writing (such certification not to be unreasonably withheld or delayed) that they are satisfied that the mortgagee has without success used reasonable endeavours to dispose of the Affordable Housing to an RSL or otherwise in accordance with the Schedule 2, over a three month period **AND FURTHER PROVIDED THAT** at all times the rights and obligations in this clause 7.10 shall not require the mortgagee chargee or receiver to act contrary to its duties under the mortgage or charge.

7.11 The provisions of the Schedule 3 (except for paragraph 5 of Part 5 and Part 6 thereof) shall not be binding on either:

- (a) any leaseholder of a Shared Ownership Unit who has Staircased out to 100% or their mortgagee or chargee or successor in title; or
- (b) any occupier of any Social Rented Housing who has exercised their statutory right to buy or acquire and their mortgagees and successors in title.

8. MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed **PROVIDED THAT** the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations and the Mortgagee will not be liable for any breach of this Agreement occurring prior to the date on which the Mortgagee takes possession of the Site.

9. 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.

10. 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.

11. INDEXATION

The Educational Contribution and the Travel Plan Implementation & Monitoring Contribution 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 paid.

12. 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.

13. VAT

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

14. JURISDICTION

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

15. 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.

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

SCHEDULE 1
Description of the Site

The land situated to the south of Ruabon at the intersection of the A483 and the A539 Wrexham LL14 6TE.

Comment [WB1]: This does not match the description on the front of the agreement. Please confirm which description is correct and update as required.

Comment [LCP2]: Forsters: we have amended the description on the front of the agreement accordingly

SCHEDULE 2
Public Open Space

1. Not to allow the carrying out of any works within the Dwelling Phase until the proposed Management Plan has been submitted to and approved in writing by the Council.
2. Not to allow any of the Dwellings within the first Dwelling Phase to be Occupied until the Management Entity Details have been submitted to and approved in writing by the Council.
3. To procure that the Public Open Space is transferred to and subsequently managed and maintained by the Management Entity in accordance with the approved Management Plan.
4. Not to allow the occupation of more than 75% of the Dwellings in each Dwelling Phase until the Public Open Space is transferred to the Management Entity.
5. Not to use the Public Open Space for any purpose whatsoever other than as Public Open Space for the benefit of the Development being landscaped and open grassed areas nor cause permit or allow any structures other than in accordance with the Planning Permission to be erected within the Public Open Space.

SCHEDULE 3
Affordable Housing

Part 1 - General Obligations

1. To design and construct the Affordable Housing Units in accordance with the Planning Permission.
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 Head of Housing and Public Protection 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 notice 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 Discounted Sale 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 that 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 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 the Schedule 2 of the Agreement dated [] 2015 between Wrexham County Borough Council (1) Wynnstay Farming Company Limited (2) and Weatherbys Bank Limited (3) have been complied with."

Part 2 - Social Rented Housing

1. Not to dispose of the Affordable Housing Units which are Social Rented Housing Units 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 Unit 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).

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; and
- 2.3 let other than 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).

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 16 weeks and no

Eligible Person has exchanged unconditional contracts for the purchase of the said unit within that period **PROVIDED THAT**

- (a) 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;
- (b) 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 ('the 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
- (c) 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 16 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 becomes abortive.

6. Following the sale of a Shared Ownership Unit on the open market pursuant to paragraph 5 above, the Council consents to the Shared Owner removing 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 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 Housing Unit the Shared Equity Owner shall not borrow from any mortgagee nor charge a Shared Equity Housing Unit under a First Charge for a sum in excess of 80% of the Market Value of the Shared Equity Housing 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 Housing 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 Housing Unit is sold by a mortgagee in possession without the provisions of this Deed being binding upon it (pursuant to clause 7.10 hereof), the mortgagee shall, in so far as it is able to from the proceeds of sale of the Shared Equity Housing 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 the Council may determine, the Redemption Money within one week of completion of the sale of the Shared Equity Housing 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 Housing Unit.

7. The provisions of this Part of Schedule 2 shall only apply to the initial sale of Shared Equity Housing 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 unconditionally 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 the Schedule 2 of this Deed **PROVIDED** THAT within two working days of legal completion of such sale, a payment of 20% of the sale proceeds ("Commutated Sum") is paid to the Council by the Owners 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 becomes abortive.

9. If at any time after the fifth anniversary of the receipt by the Council of the Commuted Sum the Owners request then the Council will provide (subject to the Owners 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 fails within 3 calendar months of such request to provide written confirmation that the whole of the Commuted Sum paid by the Owners 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 Housing Unit the Shared Equity Owner shall not borrow from any mortgagee nor charge a Shared Equity Housing Unit under a First Charge for a sum in excess of 80% of the Market Value of the Shared Equity Housing 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. No Shared Equity Owner shall transfer the Shared Equity Housing Unit without first having notified the Council or its Nominated RSL (as appropriate) in writing of their intention to dispose of the Shared Equity Housing 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 5.8 hereof), the mortgagee shall, in so far as it is able to from the proceeds of sale of the Shared Equity Housing 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 Housing 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 Housing Unit.

7. In the event that a Shared Equity Housing Unit has been actively marketed for sale for a period of 16 weeks and no Eligible Person has exchanged unconditional contracts for the purchase of the Shared Equity Housing Unit within that period **PROVIDED THAT**

- (a) 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 (the 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;
- (b) 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
- (c) 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 Housing Unit may be sold in the open market at Market Value 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 Equity Housing Unit within the said 16 week period the Shared Equity Owner shall use reasonable endeavours to progress such sale and shall not dispose of the Shared Equity Housing Unit in the open market unless such potential sale becomes abortive.

8. In the event that the Shared Equity Housing Unit is sold on the open market pursuant to paragraph 7 the Shared Equity Owner shall pay the Redemption Money to the Council or 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 Council consents to the owner of the Shared Equity Housing Unit removing the restriction set out at paragraph 11 of Part 1 above from the title of the Shared Equity Housing 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 Housing 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 2 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 Home 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 Ruabon 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 Ruabon 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 Ruabon Community Council Area for a continuous period of five years; or

- 1.4 has previously had a Close Family Association in the Ruabon Community Council Area for a continuous period of five years; or

- 1.5 has previously been in employment in the Ruabon 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 Home 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 Ruabon Community Council Area shall be treated as if they included references to the Marchwiel, Erbistock, Chirk, Cefn, Penrycae

and Rhoslanerchrugog 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 Ruabon 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.

SCHEDULE 4
The Food Store

The Food Store shall only be operated as a Deep Discounter and within the parameters defined in this Schedule:

1. To restrict the number of Product Lines available within the Food Store at any one time to no more than 3,000 (three thousand) lines unless otherwise first agreed in writing by the Council.
2. Not to allow the Food Store to provide any of the following:
 - 2.1 Butcher's Counter;
 - 2.2 Fresh Fish Counter;
 - 2.3 Delicatessen/Cheese Counter;
 - 2.4 Café/Restaurant;
 - 2.5 The operation of a Dispensing Pharmacy;
 - 2.6 Post Office Services (but not including the sale of books or postage stamps); or
 - 2.7 The operation of a Photographic stop (whether or not processed or printed at the Food Store) including devices for the in-store printing of photographs from camera memory cards.
3. Not to use more than twenty-five per cent (25%) of the net sales floor area of the Food Store for the sale and display of comparison goods.

SCHEDULE 5
The Educational Contribution

1. Not to allow the Occupation of more than 50% of the Market Housing Units on the Site in each Phase until the Educational Contribution has been calculated by the Owner and notified in writing to the Council in accordance with the following sums stipulated in the Council's Local Planning Guidance Note No. 27 (annexed at Appendix 2 of this Deed):-

Primary

- £1,960 for each Dwelling with 2 bedrooms
- £1,960 for each Dwelling with 3 bedrooms
- £2,352 for each Dwelling with 4 bedrooms

Secondary

- £2,000 for each Dwelling with 2 bedrooms
- £2,000 for each Dwelling with 3 bedrooms
- £2,400 for each Dwelling with 4 bedrooms

2. Within 21 days of the amount of the Educational Contribution being notified in writing to the Council the Owner shall pay the Educational Contribution to the Council PROVIDED THAT such funds shall be used by the Council for the provision of additional primary and secondary school places within the vicinity of the Site arising from the Development within five years of receipt and FURTHER PROVIDED THAT any part of the Educational Contribution that remains unspent by the Council after the period of five years from the date of receipt of each phased contribution shall be refunded to the party that initially made the payment to the Council.

SCHEDULE 6

The Local Equipped Area for Play (LEAP)

1. To provide the LEAP prior to the -occupation of the 150th Dwelling at the Development.
2. To procure that the LEAP is transferred to and subsequently managed and maintained by the Management Entity in accordance with the approved Management Plan.
3. Not to use the LEAP for any purpose whatsoever other than as a local equipped area for play for the benefit of the Development.

SCHEDULE 7

The Ecology Management Plan

1. To comply with the approved Ecology Management Plan for a period of 10 (ten) years from the date of its approval.
2. To review the Ecology Management Plan no later than 6 (six) months prior to the end of the period referred to in paragraph 1 of this Schedule and to submit such review in writing to the Council.
3. To enter into a revised Ecology Management Plan for a period of 10 (ten) years commencing on the expiry of the period referred to in paragraph 1 of this Schedule if in the reasonable opinion of the Council such a revised Ecology Management Plan is necessary in order to continue to secure the objectives of the Ecology Management Plan.

SCHEDULE 8

The Travel Plan Implementation & Monitoring Contribution

1. To pay the Travel Plan Implementation & Monitoring Contribution to the Council prior to first Occupation of the first Dwelling Phase.

SCHEDULE 9

The Council's Covenants

Discharge of Obligations

1. The Council covenants with the Owner to use the Educational Contribution in accordance with the Council's published Local Planning Guidance Note No. 27 "Developer Contributions to Schools" a copy of which is annexed hereto at Appendix 2 towards the provision/improvement or extension of education facilities at Ruabon Secondary School and primary schools that fall within the catchment area of Ruabon Secondary School.
2. The Council covenants with the Owner to issue the Planning Permission on the date hereof.

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

EXECUTED as a deed by)
affixing the common seal of)
WREXHAM COUNTY BOROUGH)
COUNCIL)
in the presence of)



[Signature]
Head of Corporate and Customer Services

28/6/15(a)

EXECUTED as a deed by)
~~affixing the common seal of~~)
WYNNSTAY FARMING COMPANY)
LIMITED on being signed by)
in the presence of)

For Mr

[Signature]
Hendre, Whitchurch Road,
Denbigh, LL16 4ER
Secretary

Director

Director/Secretary

EXECUTED as a deed by)
affixing the common seal of)
WEATHERBYS BANK LIMITED)
in the presence of)

[Signature]
22 SACRYLL STREET
LONDON

Director

Director/Secretary

[Signature]

For Mr

22 31

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