

Planning Obligation by Deed of Agreement under Section 106 of the Town and Country Planning Act 1990

relating to Land at Royal British Legion Social
Club, Watts Dyke, Llay, Wrexham

Dated : 11 October 2019

WREXHAM COUNTY BOROUGH COUNCIL (1)
and
ROYAL BRITISH LEGION (2)

Sioned Wyn Davies

Chief Officer Governance and Customer

Guildhall

Wrexham

LL11 1AY

Ref:

HDW/03326

DATE 11 October 2019

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY ("Council")
- (2) **THE ROYAL BRITISH LEGION** of Haig House, 199 Borough High Street, London, SE1 1AA ("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 Site 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 on the 4 March 2019 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" or "1990 Act"	the Town and Country Planning Act 1990
"Affordable Housing"	means affordable housing as defined in national planning policy and guidance for Wales
"Affordable Housing Contribution"	means the amount payable pursuant to paragraph 1.9 of Part 1 of the Fifth Schedule
"Affordable Housing Disposal"	Means a transfer or lease of one or more of the Affordable Housing Units by the Owner to an RSL

"Affordable Housing Unit(s)"	means any such Dwellings to be provided for Affordable Housing within the Development which will comprise 25% of the Dwellings in accordance with the agreed Affordable Housing Scheme subject to any viability assessment (if any) submitted as part of the Affordable Housing Scheme and determined in accordance with the Council's local planning policy and the national planning policy for Wales
"Affordable Housing Scheme"	means a scheme prepared in accordance with the Council's local planning policy and the national planning policy for Wales for the provision of the Affordable Housing Units which shall include the following information: 1. The Number of Affordable Housing Units; 2. The location of the Affordable Housing Units; 3. The type of the Affordable Housing Units; and 4. The tenure of the Affordable Housing Units Unless alternative information is agreed in writing with the Council
"Application"	the application for outline planning permission received by the Council on 5 November 2018 for the Development and allocated reference number P/2018/0933
"Close Family Connection"	means members of a family as described in Section 113 of the Housing Act 1985
"Commencement of Development"	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, 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" shall be construed accordingly.
"Commercial Units"	means those units and their curtilage to be constructed pursuant to the Planning Permission that are not to be used as a Dwelling including but not limited to a retail unit and a boxing club.
"Communal Areas"	means the communal areas of the Development including driveways, parking areas, hard and soft landscaping, trees and planted features to be agreed pursuant to the Planning Permission and the relevant Reserved Matters Approval
"Development"	the development of the Site consisting as set out in the Application
"Development Requirements"	Means: i) In accordance with the Planning Permission ii) In accordance with current building regulations iii) In accordance with the CDM regulations
"Dwelling"	has the same meaning as in section 275 of the Housing and Regeneration Act 2008
"Education Contribution"	means the sum to be agreed by the Council pursuant to the details supplied and approved within the Reserved Matters Approval which relates to the construction of Dwellings based on the Council's local planning policy and the national planning policy for Wales (such sum to be 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 Third Schedule
"Eligible Person"	Means a person defined in Part 7 of the Fifth Schedule
"Equity Price"	means 70% of the Market Value of a Shared Equity Unit
"First Charge"	means a legal charge entered into between a Shared Equity Owner and a First Charge Mortgagee and which shall secure a first

	legal charge against a Shared Equity Unit together with the costs of enforcing the First Charge and the reasonable costs of marketing and disposal of the Shared Equity Unit by any First Charge Mortgagee.
"First Charge Mortgagee"	means any Mortgagee for the time being of the First Charge
"Freeholder RSL"	means 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.
"Intermediate Rented Housing"	means housing units let by an RSL at a rent equal 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 lessee acting at arms' length) or at a rent up to the maximum amount of Local Housing Allowance which would be payable for such a unit.
"Llay Community Council Area"	means the area in Wrexham represented by the Llay Community Council.
"Local Housing Allowance"	means the Local Housing Allowance of the Wrexham County Borough Council
"Low Cost Home Ownership Register"	means 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 Company"	means a limited company or companies registered at Companies House which may already be in existence or which may be formed by the Owner for the purposes of carrying out future maintenance of the Communal Areas
"Market Value"	means the price at which the Affordable Housing Units might reasonably be expected

	to be sold at arm's length by a willing seller to a willing buyer with vacant possession.
"Mortgagee"	means a mortgagee or chargee or a receiver appointed by such a mortgagee or chargee (including administrative receivers)
"Nominated RSL"	means an RSL that holds a Second Charge
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in the construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and reference to " Occupy " and " Occupied " shall be construed accordingly
"Offer Documentation"	means the plans, drawings, specifications and other documents which the RSL may reasonably require in order to make an offer for the Affordable Housing Units
"Offer Period"	means a period of six (6) months from the issue by the Owner to the RSL of the Offer Documentation for the Affordable Housing Units
"Offer Price"	means the price which enables the RSL to provide the Affordable Housing Units
"Open Market Dwelling(s)"	means any Dwelling other than an Affordable Housing Unit constructed pursuant to the Development
"Open Space Works"	means the works to be carried out for the laying out of the Communal Areas in accordance with conditions annexed to the Planning Permission and any relevant Reserved Matters Approval
"Person in Housing Need"	means a person who by reason of their limited income is unable to purchase a home suitable for their needs on the open market
"Plan A"	the Plan A attached to this Deed
"Planning Permission"	the draft outline planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Second Schedule.
"Playing Fields and Parks Contribution"	means the sum of £1,000 per Dwelling approved pursuant to the Reserved Matters

	Approval which relates to the construction of Dwellings or such other sum agreed by the Council pursuant to the details supplied and approved within the said Reserved Matters Approval based on the Council's local planning policy and the national planning policy for Wales (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 Fourth Schedule
"Protected Tenant"	shall mean any tenant of a particular Affordable Housing Unit who: 1. Has exercised the right to acquire pursuant to the Housing Act 1996 or any other statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or 2. Has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or 3. Has staircased out to 100% of the equity pursuant to a shared ownership lease.
"Redemption Money"	means the sums required to discharge the Second Charge
"Reserved Matters Application"	means the application or applications for reserved matters approval made pursuant to the Planning Permission
"Reserved Matters Approval"	means the grant of reserved matters approval pursuant to a Reserved Matters Application
"RSL"	means a registered social landlord as defined by Part 1 of the Housing Act 1996
"Second Charge"	means 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 30% of the Market Value of a Shared Equity Unit, subject always to

	the Second Charge ranking second in priority to any First Charge.
"Site"	the land subject to this Deed as shown edged red on Plan A and more particularly described in the First Schedule.
"Shared Equity Disposal"	means the disposal of a Shared Equity Unit by a Shared Equity Owner or RSL (as the case may be)
"Shared Equity Housing"	means 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"	means the owner of an Shared Equity Unit whether by way of a Shared Equity Initial Sale under Part 5 of the Fifth Schedule or Shared Equity Housing Subsequent Sale under Part 6 of the Fifth Schedule
"Shared Equity Unit"	means an Affordable Housing Unit sold or available for sale as Shared Equity Housing on the Development.
"Shared Owner"	means the owner of an Affordable Housing Unit, having acquired the same in accordance with paragraph 1.1 of Part 4 of the Fifth Schedule
"Shared Ownership Disposal"	means a disposal by the RSL by way of:- i) Lease for a term of not less than 125 years; or ii) Transfer or assignment of a Shared Ownership Unit
"Shared Ownership Housing"	means a form of Affordable Housing which is provided by an RSL on the basis of part rent and part sale.
"Shared Ownership Unit"	means an Affordable Housing Unit sold or available for sale as Shared Ownership Housing
"Social Rented Housing"	Means Affordable Housing Units let by an RSL to and to be occupied by Eligible Persons at a rental level which complies with the rent bench marking guidance (from time to time) published by the Welsh Government.

"Working Days"

means any day other than Saturday or Sunday or any public or bank holiday

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 the successors to its 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 5.2, 7.1, 13 and 14 (commencement of development, legal costs, jurisdiction and delivery) which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as set out in the Third Schedule, Fourth Schedule, Fifth Schedule and Sixth Schedule.

- 5.2 The Owner shall serve on the Council a notice of Commencement of Development not less than two days before Commencement of Development.

6 THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner as set out in the Seventh 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 £0 (nil).

- 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 the Chief Officer of Legal Services, Governance and Customer, 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 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 interest in the Site or the

part in respect of which such breach occurs 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:

7.9.1 owner occupiers or tenants of Open Market Dwellings and/or Commercial Units constructed pursuant to the Planning Permission nor against those deriving title from them;

7.9.2 a Protected Tenant and its successors in title;

7.9.3 the owner occupiers or tenants of any of the Affordable Housing Units with the exception of the obligations specified in the Fifth Schedule;

7.9.4 any statutory undertaker who acquires an interest in the Site for the purpose of their statutory undertaking;

7.9.5 any Mortgagee and its successor in title with the exception of the obligations specified in paragraph 1.5 of Part 6 of the Fifth Schedule;

7.9.6 the owner occupier or tenants of such part of the Site where the Commercial Units are to be located and those deriving title from them; and

7.9.7 the owner occupier or tenants of the existing Royal British Legion clubhouse to the extent that it is retained as part of the Development.

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.

7.11 On written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will promptly issue a written confirmation of such performance or discharge.

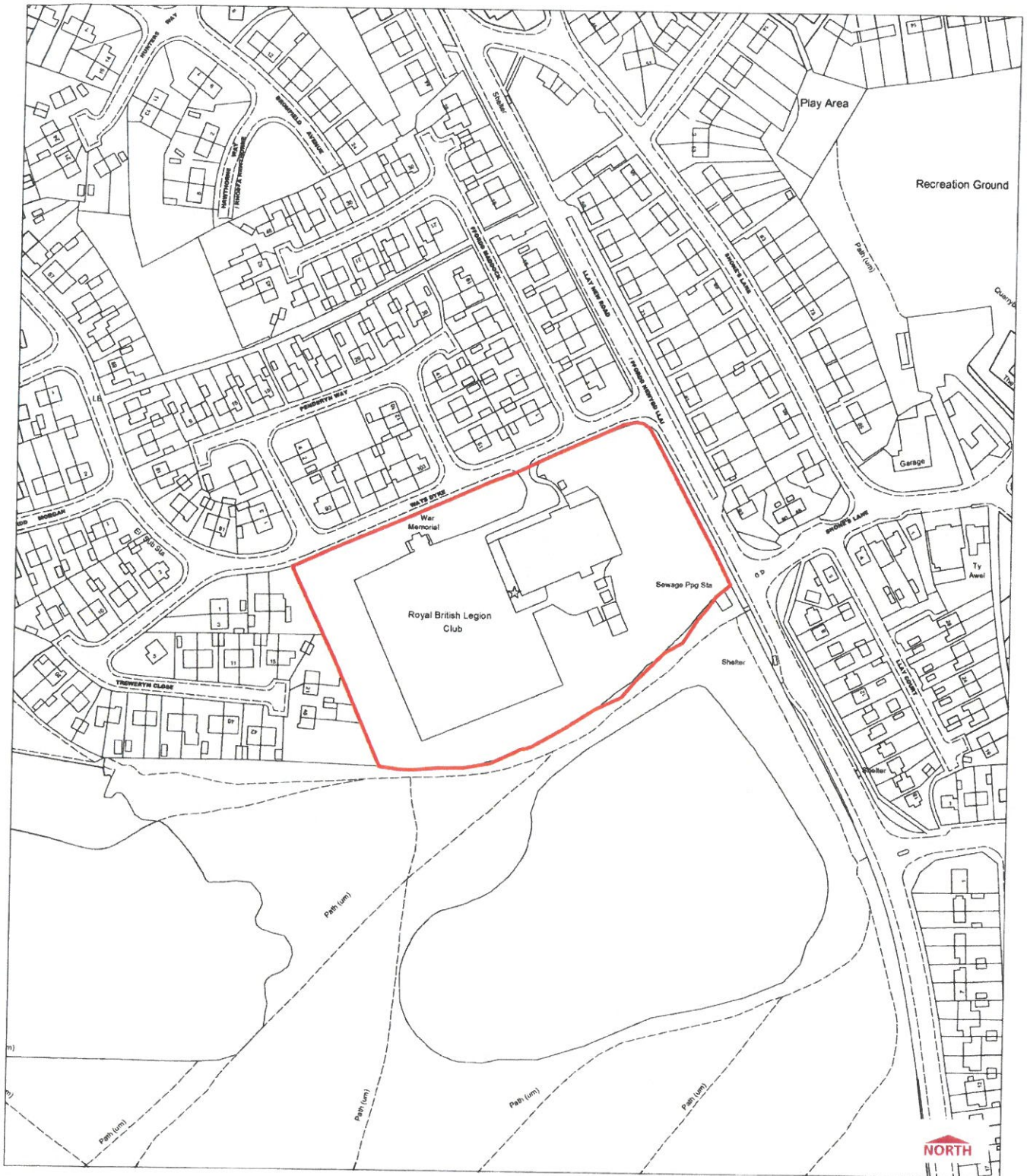
7.12 Following the performance and full satisfaction of all the terms of this Deed the Council will promptly on the written request of the Owner cancel all entries made in the local land charges register in respect of this Deed.

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 (excluding the disposal of any Dwelling or Commercial Unit or of the existing Royal British Legion clubhouse (to the extent that it is retained as part of the Development) or a disposal to a statutory undertaker) 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



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Head of Environment and Planning
Environment and Planning Department
16 Lord Street, Wrexham
LL11 1LG

08/03/2019
Scale 1:2500
SJ 3355

**Town & Country Planning Act 1990
Section 106 Obligation**

P/2018/0933
British Legion Social Club
Watts Dyke
Llay, Wrexham

W. Lewis
[Signature]
wrexham
COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL
wreccsam

S Wyn Davies

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 (provided that any such sum payable pursuant to the Schedules has not already been increased pursuant to the Index in line with local planning policy).

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.

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

FIRST SCHEDULE

Description of the Site

The Royal British Legion, Watts Dyke, Llay, Wrexham, LL12 0RL registered with the Land Registry under Title Number CYM488124

In 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 LAURENCE HERRING THE ROYAL BRITISH LEGION	Code No	LLA P/2018/0933
Agent	EDGEPLAN LTD STEVE EDGELLER BARNETT HOUSE 53 FOUNTAIN STREET MANCHESTER M2 2AN	Date Received	05/11/2018
		Decision Date	

Town and Country Planning Act, 1990

Location of application

BRITISH LEGION SOCIAL CLUB, WATTS DYKE, LLAY, WREXHAM, LL12 0RL

Description of application

MIXED USE HYBRID DEVELOPMENT COMPRISING RESIDENTIAL DEVELOPMENT (OUTLINE), A 4,000 SQ FT RETAIL UNIT (OUTLINE), A BOXING CLUB (OUTLINE), A CAR PARK (FULL), DETAILS OF ACCESS (ALL OTHER MATTERS RESERVED) AND ASSOCIATED WORKS

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

CLF1	Existing Facilities
CLF5	Open space requirements from new residential developments
EC13	Surface water run-off
EC4	Hedgerows, Trees and Woodland
GDP1	Development objectives
GDP2	Capacity of infrastructure and community facilities
H2	Residential development within settlements
H7	Affordable housing within new developments
PS1	Settlement limits
PS2	Development and the environment
PS3	Brownfield Land
PS4	Settlement Pattern
S6	Local need shopping
T8	Parking

Revision	Date	Description of Decision
0		Planning permission issued

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**Particulars of decision that Outline Planning Permission be GRANTED
Subject to the following:-**

Condition(s)

1. Approval of the following details shall be obtained from the Local Planning Authority before any part of the development is commenced on the land described as 'Residential Zone (Outline) and Retail Zone (Outline) and the area labelled Boxing Club' on drawing no AL-00-002:
 - a. the layout of the building(s)
 - b. the scale of the building(s)
 - c. the appearance of the building(s)
 - d. the landscaping of the site
2. Plans and particulars of the reserved matters referred to in condition 1 (above) shall be submitted in writing to the Local Planning Authority before the expiry of three years from the date of this permission. The development shall only be carried out in strict conformity with such details as are approved.
3. The development hereby permitted shall be commenced:
 - a. in respect of that part of the site described as 'Royal British Legion Club Zone (Full) excluding area labelled Boxing Club building' on drawing no. AL-00-002, before the expiry of five years from the date of this permission;
 - b. in respect of that part of the site described as 'Residential Zone (Outline) and Retail Zone (Outline) and area labelled Boxing Club Building' on drawing no. AL-00-002, before the expiry of five years from the date of this permission or before the expiry of two years from the date of approval of the last of the reserved matters required to be approved, whichever is the later.
4. In respect of that part of the site described as 'Royal British Legion Club Zone (Full) excluding area labelled as Boxing Club Building' on drawing no. AL-00-002, development shall be carried out in strict accordance with the detail contained on ~~that same plan.~~ *drawing no. AL-00-001.*
5. No part of the development shall be occupied until an at-grade pedestrian crossing at point south of the existing junction of Watts Dyke and Llay New Road in accordance with the detail contained in the approved

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document titled Llay Royal British Legion, Residential and Retail Development: Pedestrian and Vehicular Accessibility Notes has been implemented.

6. No part of the development shall commence until a scheme for the comprehensive and integrated drainage of the site indicating provision for foul water, surface water and land drainage has been submitted to and approved in writing by the Local Planning Authority. Prior to the submission of those details, an assessment shall be carried out into the potential for disposing of surface water by means of Sustainable urban Drainage Systems (SuDS) in accordance with the principles of sustainable drainage systems set out in Technical Advice Note 15: Development and Flood Risk, and demonstrating compliance with the Welsh Ministers Statutory SuDS Standards for Wales. The results of the assessment shall be submitted in writing to the Local Planning Authority. The submitted details shall:

- i) Provide information about the design storm period and intensity, the method employed to delay and control the surface water discharged from the site and the measures taken to prevent pollution of receiving ground water and/or surface waters;
- ii) Specify the responsibilities of each party for the implementation of the SuDS scheme, together with a timetable for that implementation; and,
- iii) Provide a timescale for implementation, management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public authority or statutory undertaker and any other arrangements to secure the operation of the scheme throughout its lifetime.

7. All works in relation to the implementation of this permission, including deliveries to and / or leaving the site, shall be undertaken only between the hours of 7.30 and 18.00 Monday to Friday, and 08.00 to 14.00 on a Saturday, and at no time on a Sunday or a Bank Holiday unless the prior written approval of the Local Planning Authority has been obtained.

8. The rating level of any noise generated by air handling plant associated with the development on any part of the site described as 'Residential Zone (Outline) and Retail Zone (Outline)' on drawing no. AL-00-002 shall not exceed the pre-existing background level by more than 5dB(A) at any time. The noise levels shall be determined at nearby noise sensitive

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premises, and measurements and assessment shall be made in accordance with BS4142:2014 Method of Rating Industrial Noise Affecting Mixed Residential and Industrial areas.

9. No development shall commence until a Construction Environmental Management Plan has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the detail as may be approved.

10. Development shall not commence until a detailed Arboricultural Method Statement has been submitted to and approved in writing by the Local Planning Authority. No development or other operations shall take place except in strict accordance with the Method Statement as is approved. The Method Statement shall include the following:

- a) A specification for tree protection fencing and ground protection measures that comply with British Standard 5837:2012;
- b) A Tree Protection Plan showing the location of the trees to be removed and retained with their crown spreads, Root Protection Areas, Construction Exclusion Zones, and location of protective fencing and ground protection measures accurately plotted;
- c) A full specification for any access, driveway, path, underground services or wall foundations within retained tree Root Protection Areas or Construction Exclusion Zone, including any related sections and method for avoiding damage to retained trees;
- d) Details of general arboricultural matters including proposed practices with regards to cement mixing, material storage and fires;
- e) Details of the frequency of supervisory visits and procedures for notifying the findings of such visits to the Local Planning Authority;
- f) Method for protecting retained trees during demolition works;
- g) Details of all proposed tree works, including felling and pruning.

11. All trees and hedges identified for retention on approved plan no. TPP.12620.01 shall not be cut down, grubbed out or otherwise removed or topped or lopped without the prior written approval of the local planning authority.

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12. This permission provides for a retail unit of up to a maximum of 372 square meters to be erected on the land described as 'Residential Zone (Outline) and Retail Zone (Outline)' on drawing no. AL-00-002 Rev P1.

13. Prior to commencement of any residential development a scheme for the provision of affordable housing as part of the development shall be submitted to and approved in writing by the local planning authority. The affordable housing shall be provided in accordance with the approved scheme and shall meet the definition of affordable housing in Annex B of TAN 2 or any future guidance that replaces it. The scheme shall include:

- i) the numbers, type, tenure and location on the site of the affordable housing provision to be made which shall consist of not less than 25% of housing units/bed spaces;
- ii) the timing of the construction of the affordable housing and its phasing in relation to the occupancy of the market housing;
- iii) the arrangements for the transfer of the affordable housing to an affordable housing provider or the management of the affordable housing (if no RSL involved);
- iv) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the affordable housing; and
- v) the occupancy criteria to be used for determining the identity of occupiers of the affordable housing and the means by which such occupancy criteria shall be enforced.

14. No part of the development shall commence until further details of the proposed vehicular parking and turning facilities in respect of that part of the site described as 'Royal British Legion Club Zone (Full) excluding the area labelled Boxing Club Building' on drawing no. AL-00-002 have been submitted to and approved in writing by the Local Planning Authority. The facilities as are approved shall be fully laid out, surfaced and drained prior to first use of the development, and shall thereafter be permanently retained and kept free of any obstruction, and made available solely for the parking and turning of motor vehicles at all times.

15. No use of any retail (A1) unit hereby approved shall be made outside the hours of 0600 and 2300 on any day.

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Reason(s)

1. To comply with the provisions of the Town and Country Planning (Development Management Procedure) (Wales) Order 2012.
2. To comply with Section 92 of the Town and Country Planning Act, 1990.
3. To comply with Sections 91(3) and 92 of the Town and Country Planning Act, 1990.
4. To define the scope of the planning permission.
5. In the interests of pedestrian safety.
6. To ensure satisfactory drainage of the site and to avoid flooding.
7. To protect the amenities of the occupiers of nearby properties.
8. To protect the amenities of the occupiers of nearby properties.
9. To ensure the integrity of the natural environment, more specifically the value of the nearby Llay Bog Site of Special Scientific Interest.
10. To ensure the work is carried out to accepted arboricultural practices for the long term wellbeing of the tree(s).
11. To protect trees which are of significant amenity value to the area.
12. To define the terms of the planning permission.
13. In order to ensure that that the development provides for a suitable housing mix in the interests of the wider community.
14. In the interests of highway safety and to define the terms of the planning permission.
15. To ensure that the retail element of the development is not used at a time which would be likely to cause nuisance or disturbance to nearby residents.

Note(s) to applicant



Officer Appointed for this purpose

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Chief Officer Planning & Regulatory

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

DRAFT

SECOND SCHEDULE
Draft Planning Permission

THIRD SCHEDULE

Owner's Covenants – Education Contribution

Prior to the first Occupation of an Open Market Dwelling the Owner shall pay the Education Contribution to the Council and the monies paid shall be used by the Council to provide a contribution towards a shortfall in primary and secondary education infrastructure provision in the locality.

FOURTH SCHEDULE

Owner's Covenants – Playing Fields and Parks Contribution

Prior to the first Occupation of an Open Market Dwelling the Owner shall pay the Playing Fields and Parks Contribution to the Council which shall be used by the Council to extend and improve the hard and soft landscaping within the neighbouring Alyn Waters Country Park

FIFTH SCHEDULE

Owner's Covenants – Affordable Housing

Part 1 – General Obligations

- 1 The Owner covenants with the Council as follows:
 - 1.1 Within 14 days of the submission of the Reserved Matters Application which relates to the construction of Dwellings, to submit a draft Affordable Housing Scheme to the Council for approval which shall be considered and approved by the Council as part of the Reserved Matters Application;
 - 1.2 To design and construct the Affordable Housing Units in accordance with the approved Affordable Housing Scheme, the Planning Permission, the relevant Reserved Matters Approval and the Development Requirements;
 - 1.3 Not to dispose of the Affordable Housing Units other than to an RSL by way of an Affordable Housing Disposal or to an Eligible Person by way of Social Rented Housing, Intermediate Rented Housing or Shared Ownership Housing or Shared Equity Housing (as set out in Parts 2, 3, 4, 5 and 6 of this Schedule 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 the Deed (both parties acting reasonably and without delay in agreeing such terms) provided that such agreement is legally secured by way of a supplemental obligation made under Section 106 of the 1990 Act.
 - 1.4 Prior to the Commencement of Development of the Affordable Housing Units 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:
 - 1.4.1 Postal address;
 - 1.4.2 Gross and net floor area;
 - 1.4.3 Anticipated practical completion date (subject to market conditions);
and
 - 1.4.4 Plans indicating location, elevations and internal layout
 - 1.5 Following the approval of the Affordable Housing Scheme and the grant of the relevant Reserved Matters Approval for the Affordable Housing Units to send the Offer Documentation to an RSL as soon as reasonably practicable and to pursue negotiations during the Offer Period with all due diligence in

order to comply with the obligations contained in this Deed and to offer the Affordable Housing Units for sale to an RSL on terms that have due regard to the restrictions affecting such Affordable Housing Units contained in this Deed;

- 1.6 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 or Shared Ownership Disposals to Eligible Persons (as appropriate) as shall reasonably be required by the Council.
- 1.7 Subject to paragraphs 1.9 of Part 1 of this Schedule and paragraphs 1.5 of Part 4 of this Schedule and paragraph 1.7 of Part 6 of this Schedule, not to use the land 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 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.
- 1.8 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 supplemental agreement thereto.
- 1.9 In the event that the Affordable Housing Units have been actively marketed by the Owner pursuant to paragraph 1.5 of Part 1 of this Schedule for sale for the Offer Period and no RSL has exchanged contracts to buy the Affordable Housing Units within that period then the Affordable Housing Units may be sold in the open market at Market Value free from the affordable housing restrictions contained in the Fifth Schedule of this agreement PROVIDED THAT the Owner has reasonably demonstrated to the Council that it has acted in good faith in considering any offers from an RSL and PROVIDED FURTHER THAT within ten Working Days of legal completion of such sale, a payment of 30% of the sale proceeds (the "Affordable Housing Contribution") 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

Part 2

Social Rented Housing

- 1 The Owner covenants with the Council as follows:
- 1.1 Not to dispose of the Affordable Housing Units which are Social Rented Housing other than by way of an Affordable Housing Disposal in accordance with the provisions of this part of the Schedule
 - 1.2 No Social Rented Housing shall be:
 - 1.2.1 let or occupied by persons other than Eligible Persons; and
 - 1.2.2 let other than by way of an assured shorthold tenancy (or such statutory form of tenancy as may replace such forms of tenancies from time to time) as Social Rented Housing

Part 3

Intermediate Rented Housing

- 1 The Owner covenants with the Council as follows:
- 1.1 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
 - 1.2 No Intermediate Rented Housing shall be:
 - 1.2.1 let to or occupied by persons other than Eligible Persons; and
 - 1.2.2 let other than as Intermediate Rented Housing; and
 - 1.2.3 let other than by way of an assured shorthold tenancy (or such statutory form of tenancy as may replace such forms of tenancies from time to time)

Part 4

Shared Ownership Housing

- 1 The Owner covenants with the Council as follows:
- 1.1 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
 - 1.2 To procure that each Shared Ownership Disposal shall incorporate the

following terms:

- 1.2.1 A right of pre-emption in favour of the Freeholder RSL
- 1.2.2 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 their right of pre-emption referred to in paragraph 1.2.1 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 Unit interest
- 1.2.3 A restriction on the title register of the Shared Ownership Unit relating to compliance with paragraph 1.2 of Part 4 of this Schedule
- 1.3 Not to sub-let or let (other than in accordance with this Part of this Schedule) any Shared Ownership Unit
- 1.4 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.
- 1.5 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:
 - 1.5.1 Such unit has been offered for sale pursuant to paragraph 1.2.1 of Part 4 of this Schedule above to an RSL or RSLs nominated by the Council and no such RSL has exchanged unconditional contracts to buy such unit within such period; and
 - 1.5.2 The Shared Owner has reasonably demonstrated to the Council and to 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 Agreement 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

- 1.6 Upon the sale of the Shared Owner's interest in the Shared Ownership Unit on the open market pursuant to paragraph 1.5 above, the consent of the Council to the Shared Owner removing the restriction set out at paragraph 1.2.3 of Part 4 of this Schedule above from the title of the Shared Ownership Unit at the Land Registry shall be sought and provided by the Council.

Part 5

Shared Equity Initial Sales

- 1 The Owner covenants with the Council as follows:
 - 1.1 Following the initial disposal of the Shared Equity Unit to an RSL, not to dispose of the Shared Equity Unit other than by way of a Shared Equity Disposal to an Eligible Person at a price no greater than the Equity Price.
 - 1.2 No Shared Equity Disposal shall be completed without the new Shared Equity Owner simultaneously entering into a Second Charge
 - 1.3 That upon first acquiring an interest in the Shared Equity Unit the Shared Equity Owner shall not borrow from any First Charge 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 Housing without the consent of the Council or the Nominated RSL (as appropriate) provided 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.
 - 1.4 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
 - 1.5 Not let (other than by way of a Shared Equity Disposal) or sub-let the Shared Equity Unit.
 - 1.6 The provision of this Part of the Fifth Schedule shall only apply to the initial sale of Shared Equity Housing by an RSL which means the first disposal of

the Shared Equity Unit to an Eligible Person.

- 1.7 To insert a restriction on the title register of the Shared Equity Unit relating to compliance with Part 5 and Part 6 of this Schedule

Part 6

Shared Equity Housing Subsequent Sale

- 1 Upon the disposal of the Shared Equity Unit in accordance with Part 5 of this Schedule, the Shared Equity Owner shall covenant with the Council as follows:
 - 1.1 Not to dispose of the Shared Equity Unit other than by way of a Shared Equity Disposal to an Eligible Person at a price no greater than the Equity Price
 - 1.2 That no Shared Equity Disposal shall be completed without the new Shared Equity Owner simultaneously entering into a Second Charge
 - 1.3 That upon first acquiring an interest in the Shared Equity Unit the Shared Equity Owner shall not borrow from any First Charge 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 Housing 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
 - 1.4 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
 - 1.5 In the event that the Shared Equity Unit is sold by a First Charge Mortgagee without the provisions of this Deed being binding upon it (pursuant to clause 7.9.5 hereof), the First Charge 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 First Charge Mortgagee pursuant to the First Charge, pay to the Council or Nominated RSL as the Council may determine, the Redemption Money (or such part of it as the case may be) to redeem the Second Charge 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.

- 1.6 Not to let (other than by way of a Shared Equity Disposal) or sub-let the Shared Equity Unit.
- 1.7 In the event that a Shared Equity 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 Unit within that period, PROVIDED THAT:
- 1.7.1 The price at which the Shared Equity Unit has been offered for sale to Eligible Persons is no greater than the Equity Price ascertained by agreement between the Shared Equity Owner, any mortgagee of the Shared Equity Owner, and the Nominated RSL ("the Parties") or failing agreement at the expense of the Shared Equity Owner by an independent qualified valuer appointer 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;
- 1.7.2 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
- 1.7.3 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 RSLs 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 the affordable housing restrictions contained in this Agreement PROVIDED FURTHER THAT where an Eligible Person or RSL has been identified as a potential purchaser of the Shared Equity 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 Unit in the open market unless such potential sale becomes abortive

- 1.8 In the event that the Shared Equity Unit is sold on the open market pursuant to paragraph 1.7 of Part 6 of this Schedule 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 purpose of Affordable Housing within the Wrexham County Borough Council administrative area as

agreed between the Council and the Nominated RSL within 5 years of receipt.

- 1.9 Following receipt by the Council or the Nominated RSL of the Redemption Money in the circumstances set out in paragraphs 1.5, 1.7 or 1.10 in Part 6 of this Schedule hereof the Council consents to the owner of the Shared Equity Unit removing the restriction set out at paragraph 1.7 of Part 5 of this Schedule above from the title of the Shared Equity Unit at the Land Registry
- 1.10 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.
- 1.11 It is acknowledged that where a Shared Equity Owner disposes of Shared Equity Unit to an RSL pursuant to Paragraph 1.7 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 Agreement
- 1.12 The provisions of this Part of the Fifth Schedule shall only apply to the sale of Shared Equity Housing after the initial Shared Equity Disposal pursuant to Part 5 of this Schedule.

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 a Close Family Connection in the Llay Community Council Area and has been in such employment for a period of six months immediately preceding the proposed occupation of the Affordable Housing Unit: or
 - 1.2 is in permanent full time employment at a location within the Llay 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 Llay Community Council Area for a continuous period of five years; or
- 1.4 has previously had a Close Family Connection in the Llay Community Council Area for a continuous period of five years; or
- 1.5 has previously been in employment in the Llay Community Council Area for a continuous period of five years.

SIXTH SCHEDULE

Owner's Covenants – Management Company

- 1 Following completion of the Open Space Works the Owner shall inform the Council of the same and the Owner shall as soon as reasonably practicable thereafter transfer title of the Communal Areas to the Management Company and all further maintenance shall be thereafter carried out by the Management Company in perpetuity from the date of the transfer.

- 2 For the avoidance of doubt the Open Space Works and the transfer of the Communal Areas may be undertaken in phases (as agreed pursuant to the Planning Permission and any Reserved Matters Approval) with (where applicable) transfers of such part or parts of the Communal Areas to more than one Management Company.

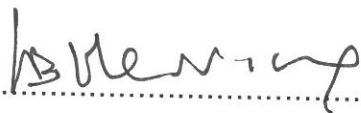
SEVENTH SCHEDULE

Council's Covenants - Discharge of obligations

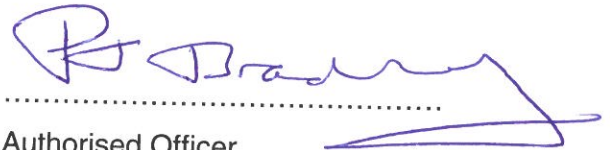
- 1 The Council covenants with the Owner to pay the Education Contribution, the Playing Fields and Parks Contribution and the Affordable Housing Contribution ("the Contributions") received from the Owner under the terms of this Deed into the Council's interest earning Bank Account and to use the Contributions for the purpose specified in this Deed for which they are paid.
- 2 The Council covenants with the Owner to repay to the paying party such sum or sums remaining from the Contributions as have not been expended within five (5) years of the date of receipt by the Council of the relevant Education Contribution, Playing Fields and Parks Contribution and/or Affordable Housing Contribution.

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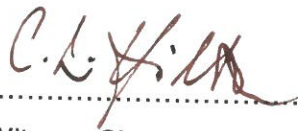
EXECUTED as a deed by THE)
ROYAL BRITISH LEGION)
acting by two authorised Officers)
in the presence of)



Authorised Officer



Authorised Officer


.....
Witness Signature

Witness Name: CLAIRE HILTON

Witness Address: Squire Patton Boggs (UK) LLP
No 1 Spinningfields
1 Hardman Square
Manchester
M3 3EB

Witness Occupation: SOLICITOR

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

S Wyn Davies

Chief Officer Governance and Customer



398/19(a)

