

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

relating to Land at Centenary Building, 16-30
King Street, Wrexham, LL11 1HF

Dated : 26th february 2020

WREXHAM COUNTY BOROUGH COUNCIL (1)
and
TAYLOR REED HOMES LIMITED (2)

Chief Officer Governance and Customer

Guildhall

Wrexham

LL11 1AY

Ref: HDW/033546

DATE 26th February 2020

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY ("Council")
- (2) **TAYLOR REED HOMES LIMITED** (a company incorporated in England and Wales under Company Number 08810718) of 99 Wolverhampton Road, Oldbury, B69 4RJ ("the Owner")

INTRODUCTION

- (1) The Council is the local planning authority for the purposes of this Deed and the Town & Country Planning Act 1990 (as amended) for the area within which the property described in the First Schedule hereto is situate and is the local planning authority by whom a planning obligation is enforceable
- (2) The Owner is the registered proprietor of the Site
- (3) The Owner has submitted the Application to the Council and the parties have agreed to enter into this deed in order to secure the planning obligations contained in this Deed.
- (4) The Council resolved on the 3rd of April 2018 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"	the Town and Country Planning Act 1990
"Affordable Housing"	subsidised housing which will be available to Eligible Persons including (without limitation) Intermediate Rented Housing, Shared Equity Housing, Shared Ownership Housing and Social Rented Housing and which shall comprise 25% of the Dwellings to be built on Site (rounded down to the nearest whole number)

"Affordable Housing Disposal"	a transfer or lease of one or more of the Affordable Housing Units by the Owner to an RSL.
"Affordable Housing Units"	Means dwellings for Affordable Housing to be provided on the Development, identified as the dwellings shaded in blue on the plan comprised in the Seventh Schedule and being 25% of the Dwellings to be built on Site (rounded down to the nearest whole number)
"Application"	the application for full planning permission dated 3 April 2018 submitted to the Council for the Development and allocated reference number P/2018/0267
"Close Family Connection"	means members of 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.
"Council's Chief Officer – Housing and Economy"	The chief officer of Housing & Economy of the Council for the time being in post or his duly appointed representative or any successor post with responsibility for housing or such other person as the Council shall direct
"Development"	the development of the Site consisting as set out in the Application
"Discounted Sale Housing"	means Affordable Housing Units sold or available for sale by way of a Discounted

	Housing Lease and "Discounted Sale Housing Unit" shall refer to any single Dwelling provided as such
"Discounted Housing Disposal"	means a lease for a term of not less than 125 or a freehold disposal of an Affordable Housing Unit to an Eligible Person for a premium or consideration equal to but not more than the Discounted Value on terms that include those set out in Part 6 of the Fourth Schedule
"DHD Housing"	means Affordable Housing Units sold or available for sale by way of a Discounted Housing Disposal and "DHD Unit" shall refer to any single Dwelling provided as such
"DHD Owner"	means the owner of the freehold or leasehold of a DHD Unit
"DHD Transfer"	means a lease or TP1 transfer effecting a Discounted Housing Disposal
"Discounted Housing Lease"	means a lease for a term not less than 125 years of a Discounted Sale Housing Unit granted by the Registered Social Landlord to an Eligible Person at a premium equal to or not more than the Discounted Value on terms which include those set out in Part 3 of the Fourth Schedule.
"Discounted Value"	means 70% of the Market Value
"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.

"Education Contribution"	means the sum to be paid by the Owner to the Council in accordance with the provisions of the Second Schedule of this deed
"Eligible Person"	means a person as defined in Part 7 of the Fourth Schedule
"Equity Price"	70% of the Market Value of a Shared Equity Unit.
"First Charge"	a legal charge entered into between a Shared Equity Owner and a mortgagee and which shall secure against a Shared Equity Unit any mortgagees lending (of up to the Equity Price) together with any interest on the debt owed to any mortgagee by the Shared Equity Owner at the time that any mortgagee shall enter into possession together with the costs of enforcing the First Charge and the reasonable costs of marketing and disposal of the Shared Equity Unit by any mortgagee.
"First Occupation"	the first date upon which one or more Dwellings on the Site becomes Occupied in accordance with this Deed.
"Freeholder RSL"	the RSL that owns the freehold of a Shared Ownership Unit.
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics or any successor organisation
"Interest"	interest at 4% per cent above the base lending rate of the Barclays Bank Plc from time to time.
"Intermediate Rented Housing"	means housing unit 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 arm's length)
"Low Cost Home Ownership"	the register maintained by the Council or its

"Register"	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.
"Market Housing Units"	those Dwellings which are general market housing for sale on the open market and which are not Affordable Housing.
"Market Value"	means (in respect of any Affordable Housing Units other than the Social Rented Housing) the price at which the Affordable Housing Unit might reasonably be expected to be sold leasehold at arm's length by a willing seller to a willing buyer with vacant possession taking into account all encumbrances to which the Affordable Housing Unit is subject (other than the affordable housing obligations contained in this Agreement) or if such sum cannot be agreed the Market Value shall be determined by an independent qualified valuer appointed by agreement between the parties or failing agreement by the President for the time being of the Royal Institution of Chartered Surveyors and the cost of the independent qualified valuer shall be paid by the parties to the referral in such proportions as the valuer shall specify and valuer shall be entitled to make awards as to costs.
"Nominated RSL"	an RSL that holds a Second Charge over the relevant Affordable Housing or such other RSL as the Council may from time to time nominate.
".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.
"Plan A"	the Plan A exhibited in the First Schedule

"Person in Housing Need"	a person who cannot afford to rent or buy a home suitable for their needs on the open market.
"Planning Permission"	the draft full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Sixth Schedule.
"Public Realm Contribution"	means the sum of £10,000 to be paid by the Owner to the Council and expended by the Council in accordance with the provisions of the Third Schedule
"Practical Completion"	issue of a certificate of practical completion by NHBC by way of the usual NHBC cover note
"Redemption Money"	the sum required to discharge the Second Charge.
"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 30% 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"	means a leaseholder under a Shared Ownership Lease.
"Shared Ownership Lease"	means a lease of an Affordable Housing Unit granted by an RSL to an Eligible Person for a term of not less than 125 years containing the terms set out in the Fourth Schedule hereof at a premium of between 25% and 90% of Market Value and requires the Eligible Person to pay rent to the Registered Social Landlord in respect of the remaining percentage of the value of the leasehold.
"Shared Ownership Disposal"	a disposal by the RSL by way of: (a) lease for a term of not less than 125 years; or (b) transfer or assignment of a Shared Ownership unit.
"Shared Ownership Housing"	a form of Affordable Housing which is provided by an RSL on the basis of part rent and part sale.
"Shared Ownership Interest"	the specific equity share in the Shared Ownership Unit held by the Shared Owner.
"Shared Ownership Unit"	an Affordable Housing Unit sold or available for sale as Shared Ownership Housing.
"Social Rented Housing"	Affordable Housing Units let by an RSL to be occupied by Eligible Persons at a rental level which complies with the rent benchmarking guidance (from time to time) published by the Welsh Government.
"Staircase"	means 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" shall be construed accordingly.
"Site"	the land subject to this Deed as shown edged red on the Plan more particularly described in the First Schedule.

2 CONSTRUCTION OF THIS DEED

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

3 LEGAL BASIS

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

4 CONDITIONALITY

This Deed is conditional upon:

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

save for the provisions of Clauses 5.2, 7.1, 13 and 14 (commencement of development, legal costs, jurisdiction and delivery) fees and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

- 5.1 The Owner shall give the Council written 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 Fifth 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 £1,000.00.
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by Council's Chief Officer – Housing & Economy 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 or as otherwise provided for in this Deed.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall as soon as possible effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if:-
- 7.7.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure
 - 7.7.2 the Planning Permission shall expire prior to the Commencement of Development; or
 - 7.7.3 the Site is developed under a new planning permission (other than one issued under Section 73 of the Act for variation or discharge of a condition of the Planning Permission) granted after the Planning Permission by the Council or any other competent authority and there has been no Commencement of Development.
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

8 WAIVER

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

9 CHANGE IN OWNERSHIP

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

10 INDEXATION

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

11 INTEREST

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

12 VAT

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

13 JURISDICTION

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

14 DELIVERY

The provisions of this Deed (other than this clause 14 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

All that parcel of land being land known as 16-30 King Street, Wrexham being the land registered at H M Land Registry under title number WA934877 shown edged in red on the Plan



© Crown copyright. All rights reserved. 100023429. 2016

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

24/09/2018
Scale 1:1250
SJ 3350

Town & Country Planning Act 1990 Section 106 Obligation



P/2018/0267
16 TO 30 King Street, Wrexham



SECOND SCHEDULE

Owner's Covenants – Education Contribution

1. On First Occupation the Owner covenants with the Council to pay to the Council the Education Contribution which is to be used by the Council towards the provision, improvement or extension of primary education facilities at Alexandra community primary and Ysgol Bodhyfryd in accordance with the following formula:

Primary Education Contribution: -

A = no of One bedroom apartments x 0 (There is no sum payable in respect of One bedroom apartments)

B = No of Two+ bedroom apartments x £858.00 eight hundred and fifty-eight

C = No of 2 bedroom Dwellings x £1471.00 One thousand four hundred and seventy one pounds

D = No of 3 bedroom Dwellings x £2819.00 Two thousand eight hundred and nineteen pounds

E = No of 4+ bedroom Dwellings x £3800.00 Three thousand eight hundred pounds

Total Education Contribution = the total of A and B and C and D and E

2. For the avoidance of doubt it is acknowledged that the obligation to pay the Education Contribution is not conditional upon receiving any demand, request, invoice, or other communication from the Council
3. In the event that the Education Contribution is paid later than 12 (twelve) months from the Commencement of Development it shall be increased by the same percentage as the percentage increase in the all items figure of the Index of Retail Prices published two months before the date of payment when compared with the all items figure at the said Index in existence at the date of this Deed until the date of actual payment

THIRD SCHEDULE

Owner's Covenants – Public Realm Contribution

Prior to First Occupation of any of the units of the Development Site the Owner shall pay the Public Realm Contribution to the Council which shall be used by the Council to augment and improve the public realm within Wrexham Town Centre.

FOURTH SCHEDULE

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 20 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 Economy the following details in so far as they are known for each Affordable Housing Unit within such Dwelling Phase:
 - 4.1 postal address;
 - 4.2 gross and net floor area;
 - 4.3 anticipated practical completion date (subject to market conditions); and
 - 4.4 plans indicating location, elevations and internal layout.
5. Following receipt of the decision letter confirming the grant of the Planning Permission to approach an RSL as soon as reasonably practicable and to pursue negotiations with all due diligence in order to comply with the obligations contained in this Deed in respect of an Affordable Housing Disposal 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 the Development and particularly the Affordable Housing in accordance with this Deed.
8. Not to use the Affordable Housing Units for any purpose other than for the provision of Social Rented Housing, Shared Ownership Housing, Shared Equity Housing, and Intermediate Rented Housing (subject to the proviso set out in paragraph 2 of this Part) and to respond to any request from the Council for information as to the tenure of each Affordable Housing Unit within 20 Working Days such request to be made on no more frequent a basis than once every six months.
9. To keep such full and proper records as are reasonably required to demonstrate to the Council strict compliance with the affordable housing obligations contained in this Deed and any supplementary agreement thereto.
10. Not to allow the Occupation of more than 50% (fifty percent) of the Market Housing Units within any Dwelling Phase until the Affordable Housing Units within that Dwelling Phase have been constructed, are ready for Occupation and have been disposed of (or evidence has been provided to the Council that the Owner is actively marketing and has used reasonable endeavours to procure such disposals) by way of an Affordable Housing Disposal to an RSL and/or Shared Equity Disposals to Eligible Persons.
11. To enter a restriction on the title register of each of the Affordable Housing Units at the Land Registry in the following terms:

"no disposition of the Registered Estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of Schedule 4 of the deed dated [] 2020 between Taylor Reed Homes Limited (1) and Wrexham County Borough Council (2) have been complied with"
12. On each Shared Equity Disposal and Shared Ownership Disposal the owner thereof shall pay to the Council or the RSL nominated by the Council a sum equivalent to 0.5% of the Market Value of the percentage share purchased by an Eligible Person on completion of that sale, to cover the costs of the Council or the RSL nominated by the Council in administering the Low Cost Home Ownership Register.

Part 2 - Social Rented Housing

1. Not to dispose of the Affordable Housing Units which are provided as Social Rented Housing other than by way of an Affordable Housing Disposal in accordance with the provisions of this Part of this Schedule.

2. No Social Rented Housing shall be:
 - 2.1 let to or occupied by persons other than Eligible Persons; and
 - 2.2 let other than as Social Rented Housing by way of an assured or assured short hold tenancy (or such statutory form of tenancy as may replace such forms of tenancies from time to time)(subject to the proviso set out in paragraph 2 of Part 1 of this Schedule).

Part 3 - Intermediate Rented Housing

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

Part 4 - Shared Ownership Housing

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

from time to time for arranging and administering the disposal to Eligible Persons of interests in affordable housing units such as the Shared Ownership Units.

5. In the event that a Shared Owner wishes to dispose of their interest in a Shared Ownership Unit and such unit has been actively marketed for sale for a period of 20 weeks and no Eligible Person has exchanged unconditional contracts for the purchase of the said unit within that period Provided That:
 - 5.1 such unit has been offered for sale pursuant to paragraph 2.1 above and to an RSL or RSLs nominated by the Council and such RSLs have not exchanged unconditional contracts to buy such unit within such period;
 - 5.2 the price at which the Shared Ownership Unit has been offered for sale to Eligible Persons is no greater than the Market Value of the Shared Ownership Interest such value to be ascertained by agreement between the Shared Owner, any mortgagee of the Shared Owner and the freeholder RSL (**Parties**) or failing agreement at the expense of the Shared Owner by an independent qualified valuer appointed by agreement between the Parties or failing agreement by or on behalf of the president for the time being of the Royal Institution of Chartered Surveyors on the application of any party and the decision of such valuer shall be final; and
 - 5.3 the Shared Owner has reasonably demonstrated to the Council and the Freeholder RSL that it has acted in good faith in considering any offers from Eligible Persons

Then the Shared Ownership Unit may be sold in the open market at Market Value (provided the Freeholder RSL consents to such sale) free from the affordable housing restrictions contained in this Deed Provided Further That where an Eligible Person or RSL has been identified as a potential purchaser of the Shared Ownership Unit within the said 20 week period the Shared Owner shall use reasonable endeavours to progress such sale and shall not dispose of the Shared Ownership Unit in the open market unless such potential sale is not completed within a further 20 weeks.

6. Following the sale of a Shared Ownership Unit on the open market pursuant to paragraph 5 above, the Shared Owner will remove the restriction set out at paragraph 11 of Part 1 above from the title of the Shared Ownership Unit at the Land Registry.

Part 5 - Shared Equity Housing Initial Sales

1. Not to dispose of the Affordable Housing Units provided as Shared Equity Housing other than by way of a Shared Equity Disposal to an Eligible Person at a price no greater than the Equity Price.
2. No Shared Equity Disposal shall be completed without the new Shared Equity Owner simultaneously entering into a Second Charge.

3. That upon first acquiring an interest in a Shared Equity Unit the Shared Equity Owner shall not borrow from any mortgagee nor charge a Shared Equity Unit under a First Charge for a sum in excess of 70% of the Market Value of the Shared Equity Unit without the consent of the Council or the Nominated RSL (as appropriate) providing that nothing in this paragraph shall prevent or prohibit a Shared Equity Owner from later increasing its borrowings from any mortgagee in order to discharge and secure release from the Second Charge.
4. Each Shared Equity Disposal shall contain a restriction whereby the Shared Equity Owner who wishes to dispose of their interest in the Shared Equity Unit shall be prevented from making that disposition other than in accordance with Part 6 of this Schedule.
5. In the event that the Shared Equity Unit is sold by a mortgagee in possession without the provisions of this Deed being binding upon it (pursuant to clause 6.10 hereof), the mortgagee shall, in so far as it is able to from the proceeds of sale of the Shared Equity Unit and in any event only after deduction of any monies owing to the mortgagee pursuant to the First Charge, pay to the Council or Nominated RSL as the Council may determine, the Redemption Money within one week of completion of the sale of the Shared Equity Unit and provide the **Council's Chief Officer – Housing and Economy** (or such other officer undertaking the duties of a chief housing officer) with an account of the amount due pursuant to this paragraph.
6. Not to let (other than by way of a Shared Equity Disposal) or sub-let the Shared Equity Unit.
7. The provisions of this Part of Schedule 3 shall only apply to the initial sale of Shared Equity which means the first disposal of the Shared Equity Housing Unit.
8. In the event that a Shared Equity Unit has been actively marketed for sale for a period of six months and no Eligible Person has exchanged unconditional contracts for the Shared Equity Unit within that period and no RSL has conditionally contracted to buy such units within such period then the Shared Equity Unit may be sold in the open market at Market Value free from the affordable housing restrictions contained in Schedule 3 of this Deed Provided That within two working days of legal completion of such sale, a payment of 30% of the sale proceeds (**Commuted Sum**) is paid to the Council by the Owner to be used for the provision of Affordable Housing within the Wrexham County Borough Council administrative area within five years of receipt Provided Further That where an Eligible Person or RSL has been identified as a potential purchaser of the Shared Equity Unit within the said six month period the Owners shall use reasonable endeavours to progress such sale and shall not dispose of the Shared Equity Unit in the open market unless such potential sale is not completed within a further 20 weeks.
9. The payment of the Commuted Sum is conditional upon that if at any time after the fifth anniversary of the receipt by the Council of the Commuted Sum at the Owner request

then the Council will provide (subject to the Owner paying the Council's reasonable and proper expenses in connection with providing the same) written confirmation as to whether the whole or any part of the Commuted Sum has been expended or committed for expenditure in accordance with paragraph 8 above and in the event that the Council fails within 3 calendar months of such request to provide written confirmation that the whole of the Commuted Sum paid by the Owner to the Council pursuant to paragraph 8 above has been expended by the Council or committed towards the designated purposes within 5 years from the receipt by the Council of the Commuted Sum then the Council shall repay all of the unspent residue of the Commuted Sum for which that written confirmation has not been given to the person or persons who actually paid the Commuted Sum together with all interest accrued thereon

Part 6 - Shared Equity Housing Subsequent Sale

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

7. In the event that a Shared Equity Unit has been actively marketed for sale for a period of 20 weeks and no Eligible Person has exchanged unconditional contracts for the purchase of the Shared Equity Housing Unit within that period Provided That:
 - 7.1 the price at which the Shared Equity Housing Unit has been offered for sale to Eligible Persons is no greater than its Market Value ascertained by agreement between the Shared Owner, any mortgagee of the Shared Owner, and the Nominated RSL (**Parties**) or failing agreement at the expense of the Shared Owner by an independent qualified valuer appointed by agreement between the Parties or failing agreement by or on behalf of the president for the time being of the Royal Institution of Chartered Surveyors on the application of any party and the decision of such valuer shall be final;
 - 7.2 the Shared Equity Owner has reasonably demonstrated to the Council that it has acted in good faith in considering any offers from Eligible Persons; and
 - 7.3 such unit has also been offered for sale to the Nominated RSL and any other RSL or RSLs put forward by the Council and that such RSL(s) have not exchanged unconditional contracts to buy such unit within such period

then the Shared Equity Unit may be sold in the open market at Market Value free from affordable housing restrictions contained in this Deed Provided Further That where an Eligible Person or RSL has been identified as a potential purchaser of the Shared Equity Housing Unit within the said 20 week period the Shared Equity Owner shall use reasonable endeavours to progress such sale and shall not dispose of the Shared Equity Unit in the open market unless such potential sale is not completed within a further 20 weeks.

8. In the event that the Shared Equity Unit is sold on the open market pursuant to paragraph 7 of this Part 6 of the Fourth Schedule the Shared Equity Owner shall pay the Redemption Money to the Council of the Nominated RSL (as appropriate) to redeem the Second Charge within two days of legal completion Provided That such funds received by the Council or the Nominated RSL (as appropriate) shall be used for the provision of Affordable Housing within the Wrexham County Borough Council administrative area as agreed between the Council and the nominated RSL within five years of receipt.
9. Following receipt by the Council or Nominated RSL of the Redemption Money in the circumstances set out in paragraphs 5, 7 or 10 hereof the owner of the Shared Equity Unit will remove the restriction set out at paragraph 11 of Part 1 above from the title of the Shared Equity Unit at the Land Registry.
10. Nothing in this Part shall prevent or prohibit a Shared Equity Owner from paying the Redemption Money to the Council or the Nominated RSL (as appropriate) in order to discharge the Second Charge Provided That the Redemption Money received by the Council or the Nominated RSL (as appropriate) shall be applied for the provision of

Affordable Housing within the administrative area of Wrexham County Borough Council as agreed between the Council and the nominated RSL within five years of receipt.

11. It is acknowledged that where a Shared Equity Owner disposes of a Shared Equity Unit to an RSL pursuant to paragraph 7 above the RSL shall not be required to enter into a Second Charge and may use or dispose of such unit (as appropriate) to provide Affordable Housing in accordance with any of the methods of doing so permitted by this Deed.
12. The provisions of this Part of Schedule 3 shall only apply to the sale of Shared Equity Housing after the initial sale.

Part 7 - Definition of an "Eligible Person"

1. An Eligible Person means a Person in Housing Need identified from the Low Cost Homes Ownership Register or the Council's housing waiting list (as appropriate) who:
 - 1.1 has resided personally or who has had a Close Family Association in the Rhosddu 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 Rhosddu 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 Rhosddu community council area for a continuous period of five years; or
 - 1.4 has previously had a Close Family Association in the Rhosddu community council area for a continuous period of five years; or
 - 1.5 has previously been in employment in the Rhosddu community council area for a continuous period of five years.
2. Provided That if:
 - 2.1 no person meeting the requirements in paragraph 1 above can be identified from the Low Cost Homes Ownership Register or the Council's housing waiting list (as appropriate); and
 - 2.2 a period of not less than four weeks has elapsed after an advertisement seeking a person who meets the requirements of paragraph 1 has been placed in a newspaper circulating in the Wrexham locality

then the references in paragraph 1 of this Part to the Rhosddu community council area shall be treated as if they included references to the Grosvenor, Smithfield, Offa, Gwersyllt, Brynyffynon 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 Rhosddu 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.

FIFTH SCHEDULE

Council's Covenants - Discharge of obligations

1. The Council covenants with the Owner to use the Education Contribution and Public Realm Contribution ("the Contributions") received from the Owner under the terms of this Deed for the purpose specified in this Deed for which they are paid
2. The Council covenants with the Owner that it will repay to the Owner such amount of the Public Realm Contribution made by the Owner to the Council under this Deed which have not been expended in accordance with the provisions of this Deed within five 5 years of the date of receipt by the Council.
3. The Council covenants with the Owner that it will repay to the Owner such amount of the Education Contribution made by the Owner to the Council under this Deed which have not been expended in accordance with the provisions of this Deed within ten 10 years which shall commence from the date of receipt of the Education Contribution by the Council of the final payment in accordance with the provisions of the Second Schedule hereto together with Interest from the date of the payment to the date of refund.

SIXTH SCHEDULE

Planning Permission

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	TAYLOR REED HOMES LTD	Code Number	WRR P/2018/0267
Agent	SIMMS DAVIES PARTNERSHIP 34 OLD REFRACTORY WORKS THORNLEIGH ESTATE BOWERS GREEN ROAD DUDLEY WEST MIDLANDS DY2 8UB	Date Received	03/04/2018
		Decision Date	

Town and Country Planning Act, 1990

Location of application

16 TO 30, KING STREET, WREXHAM, LL11 1HH

Description of application

CHANGE OF USE OF FIRST AND SECOND FLOORS FROM COMMERCIAL A2 / A3 TO 52 NO. DWELLINGS (33 NO. 1 BED 2 PERSON AND 19 NO. 2 BED 3 PERSON) TOGETHER WITH STAIRS, EXTERNAL MODIFICATION, GLAZING, CLADDING ETC AND NEW PART ADDITIONAL ROOF TERRACE ACCOMMODATION

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

EC6	Biodiversity Conservation
EC7	Conservation Areas
GDP1	Development objectives
GDP2	Capacity of infrastructure and community facilities
H2	Residential development within settlements
PS1	Settlement limits
PS2	Development and the environment
PS3	Brownfield Land
PS4	Settlement Pattern
T8	Parking
T9	Walking, cycling and horse riding routes

Revision	Date	Description of Decision
0		Planning permission issued

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

Applicant	TAYLOR REED HOMES LTD	Code Number	WRR P/2018/0267
Agent	SIMMS DAVIES PARTNERSHIP 34 OLD REFRACTORY WORKS THORNLEIGH ESTATE BOWERS GREEN ROAD DUDLEY WEST MIDLANDS DY2 8UB	Date Received	03/04/2018
		Decision Date	

Condition(s)

1. The development hereby permitted shall be commenced before the expiry of five years from the date of this permission.
2. The development shall only be carried out in strict accordance with the details shown on the approved drawing(s) numbered 3952/21A, 3952/20, 3952/30, 3952/32, 3952/33 and as contained within the application documentation.
3. Prior to their use of the development samples of all roofing materials and external facing materials, including windows and doors etc., shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in strict accordance with such details as are approved.
4. 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.
5. Prior to first use of the development hereby approved, a scheme of bin and refuse storage shall be submitted to and approved in writing by the Local Planning Authority. The scheme as is approved shall be fully implemented prior to first use of the development and bins / refuse shall not otherwise be stored on any external part of the site.
6. No land drainage run-off or surface water shall be permitted to discharge or connect to the public sewerage system, either directly or indirectly, and foul and surface water shall be drained separately from the site.
7. There shall be no gates or other means of enclosure across the vehicular access point within 5 metres of the highway boundary.
8. Prior to first use of the development, the vehicular parking and turning areas shall be fully laid out, surfaced and drained in strict accordance with Drawing No. 3952/30 hereby approved. These areas shall thereafter be permanently retained and kept free of any obstruction and made available solely for the parking and turning of vehicles in connection with the development only, at all times.

Applicant	TAYLOR REED HOMES LTD	Code Number	WRR P/2018/0267
Agent	SIMMS DAVIES PARTNERSHIP 34 OLD REFRACTORY WORKS THORNLEIGH ESTATE BOWERS GREEN ROAD DUDLEY WEST MIDLANDS DY2 8UB	Date Received	03/04/2018
		Decision Date	

Reason(s)

1. To comply with Section 91(3) of the Town and Country Planning Act, 1990.
2. To define the scope of the planning permission
3. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
4. To protect the amenities of the occupiers of nearby properties.
5. To protect the amenities of the occupiers of nearby properties.
- To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
6. To protect the integrity of the public sewerage system and prevent hydraulic overloading of the public sewerage system. To protect the health and safety of existing residents and to ensure no detriment to the environment.
7. In the interest of the free and safe movement of traffic on the adjacent highway and to ensure the formation of a safe and satisfactory access.
8. To provide for the parking and turning of vehicles clear of the highway and to ensure that reversing by vehicles into or from the highway is rendered unnecessary in the interest of traffic safety.

Note(s) to applicant

The applicant is advised that compliance with condition no. 4 does not provide an exemption from the statutory noise nuisance provisions of the Environmental Protection Act 1990. Any complaints received relating to noise from the development during the permitted hours may still be investigated using the Council's Standardised Procedure for Dealing with Noise Nuisance Complaints and legal action may be taken where appropriate.

The applicant is advised that the Council has the option to control construction noise by serving a Control of Pollution Act 1974, Section 60, Notice where deemed necessary, and failure to comply with such a Notice can result in prosecution. For further information and advice regarding construction noise please contact the Council's Housing and Public Protection Department on 01978 315300.

Applicant	TAYLOR REED HOMES LTD	Code Number	WRR P/2018/0267
Agent	SIMMS DAVIES PARTNERSHIP 34 OLD REFRACTORY WORKS THORNLEIGH ESTATE BOWERS GREEN ROAD DUDLEY WEST MIDLANDS DY2 8UB	Date Received	03/04/2018
		Decision Date	

Burning of waste generated from construction activities is not considered to be an appropriate method of disposal and action may be taken as follows:

- Under the Environmental Protection Act 1990 anyone found disposing of construction site waste by burning is likely to be in breach of their duty of care with regard to waste disposal;
- Under the same Act an abatement notice may be served where smoke is judged to be causing a nuisance to neighbouring properties. Failure to comply with the requirements of the notice can result in prosecution;
- Under the Clean Air Act 1993 it is an offence for a commercial activity to burn anything that gives rise to dark smoke.

To prevent offences under the above named Acts there should be no bonfires on the site, to include the prohibition of the burning of cleared vegetation. The applicant should contact the Council's Environment and Planning Department on 01978 315300 for further advice and information.

The Applicant is advised that under the Environmental Protection Act 1990, dust from construction and/or demolition activities can be judged to be causing a statutory nuisance to neighbouring properties. A legal notice can be served requiring that any dust nuisance is abated and failure to comply with the requirements of the notice can result in prosecution. The applicant should contact the Council's Housing and Public Protection Department on 01978 315300 for further advice and information.



Officer Appointed for this purpose
Head of Environment and Planning

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

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

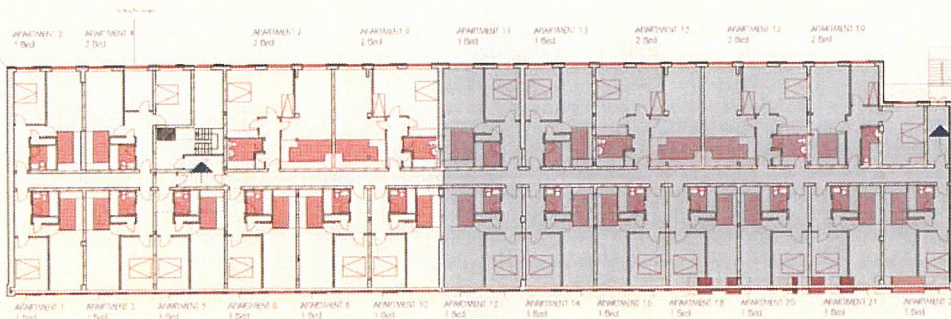
In pursuance of its powers under the Acts
an Orders referred to below, the County
Borough Council as Local Planning
Authority, hereby determines your
application in accordance with the
particulars and plans comprising the
application

DRAFT

SEVENTH SCHEDULE
Affordable Housing Plan

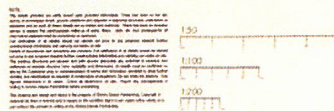
Proposed Residential Development,

16-30 King Street, Wrexham



AFFORDABLE HOUSING 11-22

PROPOSED 1st FLOOR ARRANGEMENT 1



SIMMS DAVIES
PARTNERSHIP

ARCHITECTS AND BUILDING SURVEYORS
OLD REFORMATION HOUSE, 24 DOWNEY STREET
WREXHAM, CHESHIRE, CH1 1 1JL
01928 544444
info@simms-davies.co.uk simms-davies.co.uk

Proposed Residential Development	
Second Floor	
16-30 King Street	
Wrexham	
Proposed Arrangement	
Scale	Orig Ref: 3952 / 32
Drawn	
Reviewed	No Date

EXECUTED as a DEED by affixing

THE COMMON SEAL of

WREXHAM COUNTY BOROUGH COUNCIL

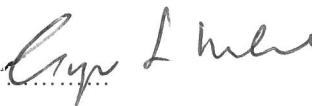
in the presence of:-

Chief Officer Governance and Customer

EXECUTED as a Deed by)

Taylor Reed Homes Limited acting by a)

Director and its Secretary or two Directors:-)

Director

A. NATHAN. GURJIT NATHAN.

Director/Secretary

