

DATED

23rd May

2019

WREXHAM COUNTY BOROUGH COUNCIL

and

GRWP CYNEFIN

AGREEMENT

pursuant to section 106 of the Town and Country Planning Act 1990 relating
to development of land off Station Road Pentre Broughton Wrexham
(Planning Application No. P/2005/0263)
Variation of Section 106 Agreement

S W Davies

Chief Officer Governance & Customer

Guildhall

Wrexham

LL11 1AY

(Ref: LL/032666)

DATED

23rd May

2019

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY (the "**Council**")
- (2) **GRWP CYNEFIN** of Ty Silyn, Llanllyfni Road, Penygroes, Caernarfon, Gwynedd LL54 6LY (the "**RSL**")

BACKGROUND

- (A) The Council is the local planning authority for the County Borough of Wrexham for the purposes of section 106 of the 1990 Act.
- (B) This Agreement relates to the Site part of which is vested in the RSL being known as 50 and 54 Broughton Heights and registered with title numbers CYM340644 and CYM350960 (together the "**Property**")
- (C) The Units comprising the Property are Affordable Housing Units
- (D) The Council and Donald Roberts Cunnah & Marjorie Elizabeth Cunnah entered into the Original Section 106 Agreement.
- (E) It is now proposed to vary the terms of the Original Section 106 Agreement to vary the terms in relation to the obligations of the RSL in respect of the land owned by the RSL.

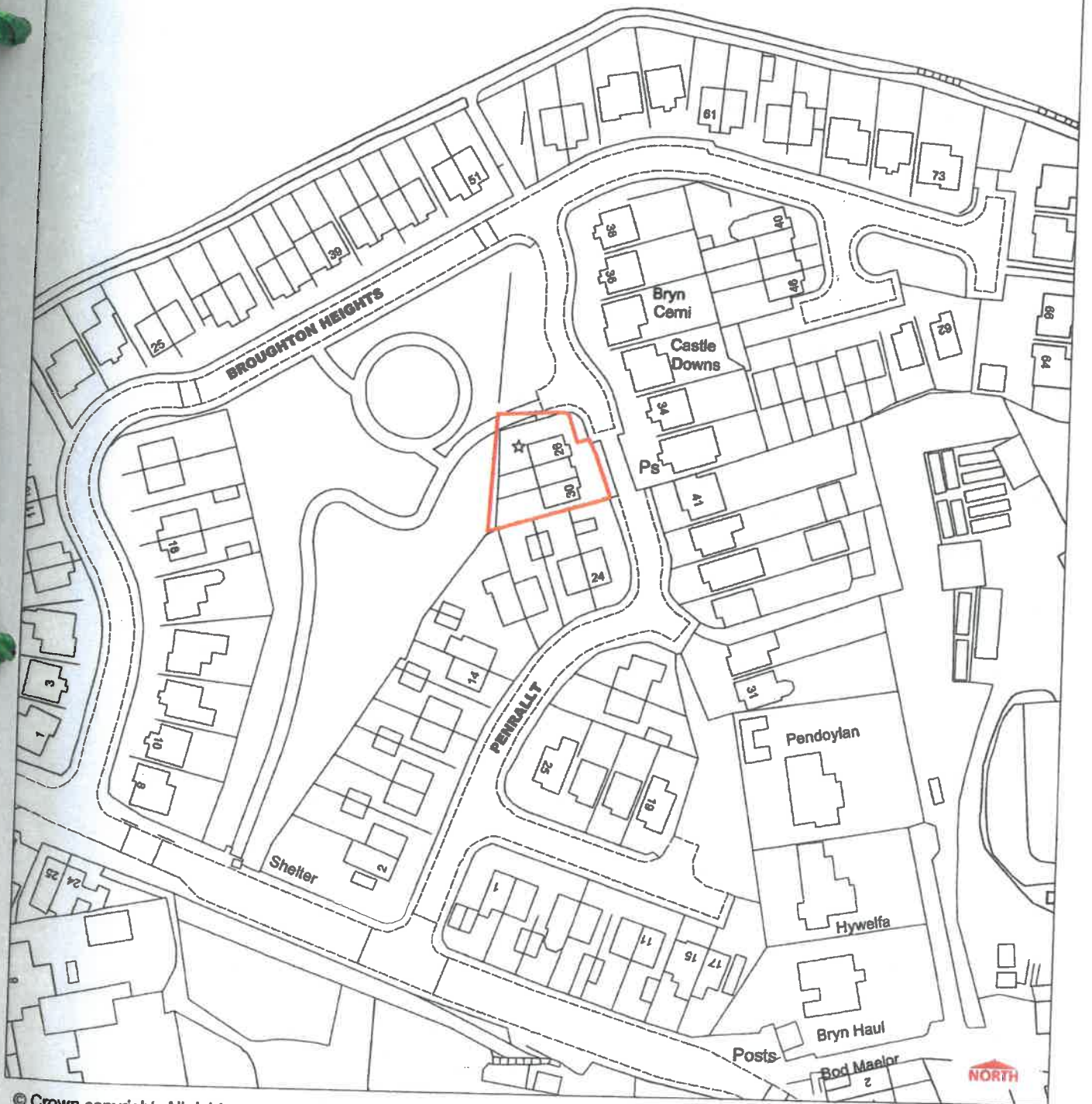
OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

- 1.1 Unless the contrary intention appears the following definitions apply:

 "**the Agreement**" means this agreement

 "**Original Section 106 Agreement**" means the section 106 agreement made between (1) The Council (2) Donald Roberts Cunnah and Marjorie Elizabeth Cunnah and dated 31 October 2005
- 1.2 The terms "the parties" or "party" means the Council and/or the RSL as the case may be
- 1.3 Any reference in the Agreement to any of the parties shall be deemed to include their successors in title and/or statutory successors and/or successor body as the case may be
- 1.4 Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice versa



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

05/12/2018
Scale 1:1250
SJ 3053

Town & Country Planning Act 1990 Section 106 Obligation

 P/2005/0263
Land off Station Road
Pentre Broughton
Wrexham


wrexham
COUNTY BOROUGH COUNCIL
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- 1.5 Words in this Agreement of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting an actual person shall include corporations and vice versa
- 1.6 References in this Agreement to any Statutes or Statutory Instruments shall include and refer to any Statute or Statutory Instrument amending consolidating or replacing them respectively from time to time and for the time being in force
- 1.7 Where in this Agreement reference is made to a Clause Schedule Plan or Recital such reference (unless the context otherwise requires) is a reference to a Clause Schedule Plan or Recital of or (in the case of a Plan) attached to this Agreement
- 1.8 The clause paragraph and schedule headings do not form part of the Agreement and shall not be taken into account in its construction or interpretation
- 1.9 Definitions contained in the Supplemental Section 106 Agreement shall have the same meaning and effect in this Agreement unless otherwise stated in this Agreement.

2 GENERAL

- 2.1 This Agreement is entered into and completed pursuant to Sections 106 and 106A of the 1990 Act Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other enabling powers and the obligations entered into by the RSL shall constitute planning obligations for the purpose of Section 106 of the 1990 Act shall bind the Site and shall be binding and enforceable by the Council against the RSL and any person deriving title to the Site therefrom as provided in Section 106 of the 1990 Act

3 VARIATION OF ORIGINAL SECTION 106 AGREEMENT

- 3.1 The parties agree that the Original Section 106 Agreement will be varied with immediate effect in the manner set out in the Schedule and will from the date of this Supplemental Agreement take effect and be read and construed accordingly

4 DECLARATION

- 4.1 The Original Section 106 Agreement will remain in full force and effect save only as varied by this Supplemental Agreement

5 COSTS

- 5.1 The RSL shall pay the Council its reasonable legal fees in the sum of £750.00 for the work associated with this Supplemental Agreement upon completion of this Deed

6 LOCAL LAND CHARGE

- 6.1 This Supplemental Agreement shall be registered as a local land charge by the Council on its completion

7. EXECUTION

- 7.1 This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

8. GOVERNING LAW

- 8.1 This Supplemental Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9. SERVICE PROVISIONS

- 9.1 Any notice or other written communication to be served upon or given by one party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing
- 9.2 The address for any notice or other written communication shall only be within the United Kingdom and is
- 9.2.1 for the Council as specified above marked for the attention of the Head of Legal Services
- 9.2.2 for the RSL as specified above marked for the attention of the Company Secretary
- 9.2.3 or such other address as may be notified in writing by the parties for this purpose and served as aforesaid
- 9.3 Any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by an Officer or duly authorised signatory

10. RELEASE

- 10.1 No party shall be liable for any breach of covenant restrictions or obligations contained in this Agreement first occurring after it has parted with all of its interest in the Site.
- 10.2 Nothing in this Agreement shall require the performance of any obligation whatsoever in upon or under land outside the ownership of the RSL to perform the obligation unless such land shall be within the public highway and/or made available for the performance of that obligation at no cost to the party to perform its obligations PROVIDED

THAT this Clause shall not vitiate any restriction in this Agreement relating to the performance of obligations on land outside the ownership of the RSL

11. CONSENTS

- 11.1 That unless otherwise specified where any agreement certificate consent permission expression of satisfaction or other approval is to be given by the Council or any person on its behalf under the terms of this Agreement the same shall not be unreasonably withheld or delayed but save as permitted in law or equity this shall not be taken to fetter or restrict the exercise by the Council of any of its powers

12. NOT PLANNING PERMISSION

- 12.1 That nothing in the Agreement constitutes planning permission

EXECUTED AS A DEED on the date of this Agreement

EXECUTED AS A DEED by affixing
THE COMMON SEAL of **WREXHAM**
COUNTY BOROUGH COUNCIL



St Wyn Davies

**Chief Officer Governance &
Customer**

Executed as a deed by affixing the)
common seal of)
GRWP CYNEFIN)
in the presence of: _____)

Barrie Wilson

Authorised Signatory

Authorised Signatory

THE SCHEDULE

Variations to the Original Section 106 Agreement

1. Adding a new definition of "Affordable Housing" to clause 1 of the agreement (interpretation) which reads as follows:

"Affordable Housing means	subsidised housing which will be available to Eligible Persons to be occupied as Intermediate Rented Housing or Shared Ownership Housing on terms (including those as set out in the Seventh and Eighth Schedules)"
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2. Adding a new definition of "Immediate Rented Properties" to clause 1 of the agreement (interpretation) which reads as follows:

"Intermediate Rented Housing	housing units let by an RSL at a rent equal to or less than 80% of the open market rental (being the rent which that unit would secure in the open market as between a willing lessor and a willing lessee acting at arms length) or the maximum amount of Local Housing Allowance which would be payable for such a unit"
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3. Adding a new paragraph VI to the Fourth Schedule of the Original Section 106 Agreement which reads as follow:

"(vi) Not to use the Affordable Housing Units for any purpose other than for the provision of Shared Ownership Housing and Intermediate Rented Housing (subject to the provisions of this Schedule) and to

respond to any request from the Council for information as to the tenure of each Affordable Housing Unit within 10 Working Days such request to be made on no more frequent a basis that once every sixth months"

4. Substituting the wording of clause 2 of the Sixth Schedule to the Original Section 106 Agreement which reads as follows:

"2. A covenant on the part of the Registered Social Landlord not to dispose of the Affordable Housing Units comprised in a Housing Transfer other than as Affordable Housing to an Eligible Person and by way of a Shared Ownership Lease (which shall contain the provisions set out in the Seventh Schedule hereto) or as Intermediate Rented Housing (by way of the provisions set out in the Ninth Schedule hereto)"

4. Adding a new Schedule Nine to the Original Section 106 Agreement which reads as follows:

"THE NINTH SCHEDULE

Intermediate Rented Housing

1. Not to dispose of any Affordable Housing Units which are provided as Intermediate Rented Housing
 2. No Intermediate Rented Housing shall be:
 - 2.1 let to or occupied by persons other than Eligible Persons; and
 - 2.2 let other than as Intermediate Rented Housing; and
- let other than by way of an assured or assured short hold tenancy (or such statutory form of tenancy as may replace such forms of tenancies from time to time"