

DATED

12th January

2016

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

**HUW WILLIAM PIERS DODD, TIMOTHY RICHARD NICHOLAS HUGH DODD AND JUDITH ANNE
GAMMON (2)**

and

GOWER HOMES LTD (3)

AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990
in respect of Land known as Boozey Field on the north side of Griffiths Road, Wrexham

T Coxon
Head of Corporate and Customer Services
Guildhall
Wrexham
LL11 1AY

LL/020902

THIS AGREEMENT is made on the 12th day of January 2016

BETWEEN:-

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall Wrexham LL1 1AY ("the Council");
and
- (2) **HUW WILLIAM PIERS DODD** of Cotesbrook, Stansty Park, Mold Road, Wrexham, LL11 4YG,
TIMOTHY RICHARD NICHOLAS HUGH DODD of Fernbank, Vicarage Lane, Gresford,
Wrexham, LL12 8UW AND **JUDITH ANNE GAMMON** of 5 Hampshire Cross, Tidworth, SP9
7SG ("the Owner"); and
- (3) **GOWER HOMES LTD** (Company Registration number 01204658) whose registered office is
at 7 Grosvenor Street, Chester, CH1 2DD ("the Developer")

RECITALS

- (A) The Council is the local housing authority and the Local Planning Authority for the purposes of Section 106 of the 1990 Act for the area in which the Land is situated.
- (B) The Owner is the owner of the freehold interest in the Land registered at the Land Registry under Title Number CYM637385 free from encumbrances.
- (C) The Developer has submitted the Planning Application to the Council for the Development of the Land.
- (D) The Council has resolved to grant the Planning Permission subject to this Agreement being entered into prior to the granting of the Planning Permission to secure a contribution to educational facilities and the provision of public open space and Affordable Housing without which the Planning Permission would not be granted
- (E) The parties have agreed to enter into this Agreement in order to secure the objectives referred to in (D) above

NOW THIS DEED WITNESSES as follows:-

1. DEFINITIONS

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

"1990 Act"

means the Town and Country Planning Act 1990 as amended

"Affordable Housing"

means 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

"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)"

the Dwellings provided as Affordable Housing as part of the Development in accordance with the First Schedule

"CDM Regulations"

means the Construction (Design and Management) Regulations 2015 including any modification extension or re-enactment of them or any other regulations of a similar nature in force at any time during the course of the Development

"Close Family Association"

means members of family as described in Section 113 of the Housing Act 1985

"Commencement of Development"

means the carrying out on the Land of any Material Operation

"Contributions"

means the Education Contribution, Offsite Habitat Improvements Contribution and the Off-Site Public Open Space Contribution and "Contribution" shall be construed accordingly

"Development"

means the development of the Land in accordance with the Planning Permission

"Development Requirements"

means:

- (i) in accordance with the Planning Permission;
and
- (ii) in accordance with current building regulations;
and

"Dwelling"

means any residential unit (including a house flat or maisonette) constructed on the Land pursuant to the Planning Permission

"Educational Contribution"

means such sums being the total of the Primary Education Contribution and Secondary Education Contribution indexed in accordance with the provisions of this Deed to be paid by the Owner to the Council as determined in accordance with the provisions of Part I to the Third Schedule

"Eligible Person"

means a person as defined in Part 7 of the First Schedule hereto

"Equity Price"

means 80% of the Market Value of a Shared Equity Unit

"First Charge"

means 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 Units by any Mortgagee

"Freeholder RSL"

means the RSL that owns the freehold of a Shared Ownership Unit

"Implementation Notice"

means the notice to be served in writing by the Owner upon the Council when Commencement of Development has occurred

"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) or the maximum amount of Local Housing Allowance which would be payable for such a unit

"Land"

means the land known as Boozey Field, off Griffiths Road, Old Mold Road, Wrexham registered with title number CYM637385 at HM Land Registry and shown edged red on the Plan for the purposes of identification only

"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

"LPG27"

means the Council's Local Planning Guidance Note No. 27 "Developer Contributions to Schools" a copy of which is annexed to this Agreement at Annex 2

"LPG28"

means the Council's Local Planning Guidance Note No. 28 "Affordable Housing" a copy of which is annexed to this Agreement at Annex 3

"Management Entity"

such body or bodies that are nominated or established by the Developer for the long term maintenance and management of the Public Open Space in accordance with the Second Schedule submitted to and approved in writing by the Council pursuant to the Application and relevant condition(s) of the Planning Permission

"Management Entity Details"

the Management Entity's corporate structure details of its directors and officers and the mechanism for ensuring that it has sufficient funds to enable it to carry out the Management Plan

"Management Plan"

the management plan to be submitted to the Council for approval in respect of the management and maintenance of the

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Public Open Space by the Management
Entity

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

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

means a material operation as defined in Section
56 subsection 4(a) to (e) of the 1990 Act to
implement the Planning Permission

means any mortgagee for the time being of the
First Charge

means the right to nominate

- 100% of all initial occupiers of the Affordable
Housing Units
- and after that occupiers for 75% of the vacancies
arising in the Units for second occupiers and 50%
thereafter

means an RSL that holds a Second Charge

means 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

means the date in which a Dwelling is occupied for
residential purposes (excluding any use for
construction, fitting out or marketing)

"Off Site Habitat Improvements Contribution"	means the sum of £2,550.00 (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 Part 2 to the Third Schedule
"Off Site Public Open Space Contribution"	means the sum of £19,000.00 to be paid by the Owner to the Council and utilised in accordance with the provisions of Part 3 to the Third Schedule
"Person in Housing Need"	means a person who cannot afford to rent or buy a home suitable for their needs on the open market
"Plan"	means the plan annexed to this Agreement
"Planning Application"	means the application for planning permission dated 19/10/2015 submitted to the Council for the Development and allocated reference number P/2015/0790
"Planning Permission"	means the grant of planning permission by the Council pursuant to the Planning Application a draft of which is annexed to this Agreement at Annex 1 and any associated reserved matters approval(s)
"Primary Education Contribution"	means such sums to be utilised in accordance with Part 1 clause 1 of the Third Schedule to benefit primary sector education at Ysgol Heulfan community catchment area
"Public Open Space"	such areas of the Development to be dedicated as open spaces for recreational and communal purposes
"RSL"	means a registered social landlord as defined in 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 20% of the Market Value of a Shared Equity Unit, subject always to the Second Charge ranking second in priority to any First Charge

“Secondary Education Contribution”

such sums to be utilised in accordance with Part I Clause 2 of the Third Schedule as to benefit development of Welsh medium secondary sector education in the Ysgol Bryn Alyn community catchment area

“Shared Equity Disposal”

means 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 the Shared Equity Unit

“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 further sale price of it

“Shared Equity Owner”

means a freeholder or a leaseholder (as appropriate) of a Shared Equity Unit

“Shared Equity Unit”

means an Affordable Housing Unit sold or available for sale as Shared Equity Housing on the Development

“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 Owner"

means a leaseholder of a Shared Ownership Unit

"Shared Ownership Unit"

means an Affordable Housing Unit sold or available for sale as Shared Ownership Housing

"Social Rented Housing"

means housing units let by a registered social landlord to and to be occupied by persons identified in accordance with the Local Lettings Policy 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

"Units"

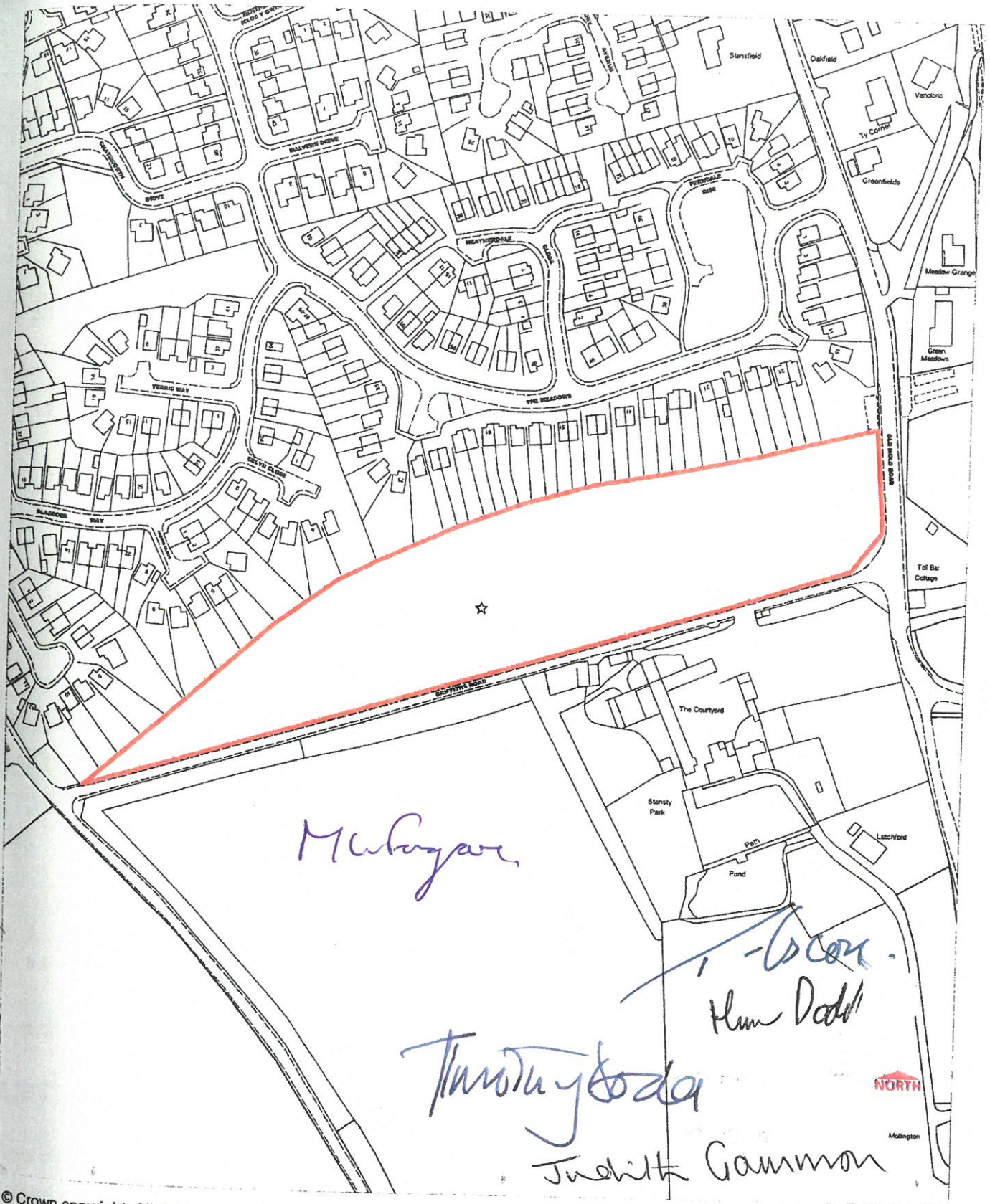
means the residential units comprised in the Development.

"Working Days"

means any day falling between Monday and Friday (both days inclusive) upon which the clearing banks in the City of London are open for normal business which is not Good Friday or a statutory bank holiday

2 INTERPRETATION

- 2.1 A reference in this Agreement to an Act of Parliament or section of such Act or to any order regulation statutory instrument or the like shall include a reference to any replacement modification amendment or re-enactment of the same.
- 2.2 Wording importing the masculine gender includes the feminine and neuter genders and vice versa.
- 2.3 Words in the singular include the plural and vice versa.
- 2.4 Words importing individuals shall be treated as importing firms companies corporations authorities and other bodies and vice versa.
- 2.5 Any heading or side notes are for ease of reference only and shall not affect the construction of this Agreement.
- 2.6 Covenants made hereunder
 - 2.6.1 if made by more than one person are made jointly and severally; and



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

Town & Country Planning Act 1990
Section 106 Obligation

Date: 23/05/2016
Scale: 1:2500
OS Sheet: SJ3152

P/2016/0228
Boozy Field, Off Griffiths Road
Old Mold Road, Gweryllt, Wrexham


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2.6.2 are to the intent that the same bind whomsoever shall become successor or successors in title to the Land.

2.7 Where in this Agreement 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 Agreement.

3 FORMAL REQUIREMENTS

3.1 The Council enters into this Agreement in pursuance of its powers under Section 106 of the 1990 Act Section 2 of the Local Government Act 2000 and Section 111 of the Local Government Act 1972 and all other enabling powers in that regard.

3.2 The obligations imposed by this Agreement relate to the Land and are binding on the Owner and its successors in title pursuant to Section 106 of the 1990 Act.

3.3 The obligations imposed by this Agreement are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable as such by the Council as local planning authority without limit of time.

3.4 This Agreement is a Local Land Charge for the purposes of the Local Land Charges Act 1975 and will be registered as such by the Council.

4 CONDITIONALITY

This Deed is conditional upon:

4.1 the grant of Planning Permission; and

4.2 the Commencement of Development;

save for the provisions of clause 5.2.

5 THE COVENANTS

5.1 The Owner and the Developer hereby covenants with the Council on behalf of itself and its successors in title to each and every part of the Land to:

5.1.1 comply with the obligations set out in the First Schedule to this Agreement relating to the provision of Affordable Housing

5.1.2 comply with the obligations set out in the Second Schedule to this Agreement relating to the Public Open Space

5.1.3 comply with the obligations set out in the Third Schedule to this Agreement relating to the Contributions

5.1.4 serve upon the Council (addressed to the Council's Head of Environment and Planning) the Implementation Notice within 10 Working Days from but not including the date of Commencement of Development.

5.1.5 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 Land occurring before all the obligations in this Agreement

have been discharged such notice to be given within 10 Working Days of such transfer and giving details of the transferee's full name and usual address (registered office if a company) together with a plan showing the area of the Land transferred

- 5.2 The Developer hereby covenants with the Council to pay to the Council on the signing hereof the sum of two thousand pounds (£2,000.00) in respect of the Council's legal costs for the preparation and execution of this Agreement.
- 5.3 The Council hereby covenants with the Owner and Developer on behalf of itself and its successors in title to comply with the obligations set out in the Fourth Schedule to this Agreement
- 5.4 The Developer is a party to this Agreement in its capacity as purchaser of the Land and by virtue of Section 106 of the 1990 Act acknowledges that it shall be bound by the obligations imposed herein upon its acquisition of the Land in the event that the Developer fails to purchase the Land all references within this Agreement to the Developer shall be read and construed as referring to the Owner and its successors in title to the Land.

6. AGREEMENTS AND DECLARATIONS

- 6.1 Nothing contained or implied in this Agreement shall prejudice or affect the discretions rights powers duties and/or obligations of the Council in the exercise of its functions as a local authority housing authority and local planning authority and the discretions rights powers duties and/or obligations of the Council under all public and private statutes byelaws orders and regulations may be fully and effectually exercised in relation to the Land or any part thereof and any works executed thereon as if this Agreement had not been executed by the Council and in particular nothing in this Agreement shall restrict the Council and/or any other local authority from exercising powers of compulsory purchase in respect of any part of the Land;
- 6.2 Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999 save for the avoidance of doubt it is declared that the planning obligations contained in this deed are enforceable by any successor local planning authority to the Council exercising planning powers under the Act.
- 6.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this deed after parting with his entire interest in the Land but without prejudice to liability for any subsisting breach by that person arising before parting with that interest or in parting with that interest. The Developer shall indemnify the Owner against any claims, liability, costs and losses arising out of any such breaches by the Developer prior to the Owner parting with their interest in the Land.
- 6.4 In the event that any difference or dispute arises between the parties in connection with their respective rights duties liabilities or obligations under or by virtue of this Agreement (including sums of money and the construction of this Agreement) then such difference or dispute shall be referred to for determination by an appropriately qualified independent expert (of not less than ten years standing) experienced in the relevant matter ("the Expert") to be agreed between the parties or in default nominated on the application of any party by the President (or other

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available officer able to make such appointment) of the Royal Institution of Chartered Surveyors ("RICS") Provided That the provisions of this clause shall not prejudice prevent or delay the right of any party to seek the resolution of any matter relating to this Agreement by the Courts and/or in accordance with Section 106(6) of the 1990 Act.

6.5 The expressions "the Owner" "the Council" and "the Developer" shall where the context admits include their respective successors in title.

6.6 If any of the terms obligations and/or covenants in this Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable the same shall be severable from the remainder of this Agreement and the remainder of this Agreement or the application of such terms obligations and/or covenants to parties or circumstances other than as to which such terms obligations and/or covenants is held invalid or unenforceable shall not be affected thereby and each of the other terms obligations and/or covenants of this Agreement and the Planning Permission shall be valid and be enforceable to the full extent permitted by law.

6.7 Any notice or other written communication shall be validly served if delivered to the relevant party by hand or if sent by ordinary first class post or recorded delivery post:

6.7.1 in the case of the Council at the Guildhall Wrexham LL11 1AY or such other address as shall be notified in writing to the Owner from time to time.

6.7.2 in the case of the Owner to the addresses given in this Agreement or such other addresses of such parties as may be notified in writing to the Council from time to time.

6.7.3 in the case of the Developer to the addresses given in this Agreement or such other addresses of such parties as may be notified in writing to the Council from time to time.

6.7.4 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.

6.8 The provisions of the First Schedule shall not be binding on:-

6.8.1 a mortgagee in possession of an Affordable Housing Unit or a bona fide purchaser for value thereof from such a mortgagee in possession or any receiver appointed by such mortgagee (except a purchaser which is an RSL) **PROVIDED THAT:-**

6.8.1.1 such mortgagee or receiver shall first have used reasonable endeavours over a period of three months in consultation with the Council's Head of Housing & Economy to dispose of the Affordable Housing to an RSL or otherwise in accordance with the Second Schedule; and

6.8.1.2 the Council's Head of Housing & Economy shall have certified in writing (such certification not to be unreasonably withheld or delayed) that they are satisfied that the mortgagee has without success used reasonable endeavours to dispose of the Affordable Housing to an RSL or otherwise in accordance with the First Schedule, over a three month period.

6.8.2 any Shared Owner who Staircases to 100% nor to any person deriving title through or under such Shared Owner;

- 6.9 For the avoidance of doubt it is acknowledged by the Owner and the Developer that the obligation to pay any of the Contributions contained in this Agreement is not conditional upon receiving any demand, request, invoice or other communications from the Council.
- 6.10 No mortgagee of the Land shall have any liability under this Agreement unless it takes possession of the Land in which case it too will be bound by the obligations in this Agreement as if it were a person deriving title from the Owner.
- 6.11 This Agreement shall not be enforceable against owner-occupiers or tenants of Market Housing Units nor against those deriving title from them.
- 6.12 Nothing in this Agreement 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 Agreement.
- 6.13 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked, or otherwise withdrawn or (without the consent of the Owner and/or the Developer) it is modified by any statutory procedure or expires prior to the Commencement of Development.

THE FIRST SCHEDULE

Affordable Housing

Part 1 - General Obligations

1. To design and construct the Affordable Housing Units in accordance with the Planning Permission and LPG28
2. Not to dispose of the Affordable Housing Units other than to an RSL by way of the Affordable Housing Disposal or to the Council or 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 Development (excluding Market Housing Units) occurring before all the obligations in this Deed have been discharged such notice to be given within 10 Working Days of such transfer and giving details of the transferee's full name and usual address (registered office if a company) together with a plan showing the area of the Development transferred

4. Prior to Commencement of Development of any dwelling phase to provide the Council's Head of Housing and Economy and Housing Development Project Manager the following details in so far as they are known for each Affordable Housing Unit:
 - 4.1 postal address
 - 4.2 gross and net internal floor area
 - 4.3 anticipated practical completion date (subject to market conditions)
 - 4.4 plans indicating location, elevations and internal layout
5. Following receipt of the decision notice confirming the grant of the Planning Permission to approach an RSL as soon as reasonably practicable and to pursue negotiations with all due diligence in order to comply with the obligations contained in this Deed and to offer the Affordable Housing Units (other than those designated as Shared Equity Units) for sale to an RSL on terms that have due regard to the restrictions affecting such Affordable Housing Units contained in this Deed
6. Following a written request from the Council, to provide to the Council such information concerning the progress of negotiations for Affordable Housing Disposals with an RSL or Shared Equity Disposals to Eligible Persons (as appropriate) as shall reasonably be required by the Council
7. Not to use any part of the Development on which the Affordable Housing Units are to be constructed for any purpose other than the provision of Affordable Housing in accordance with this Deed
8. Not to use the Affordable Housing Units for any purpose other than for the provision of Social Rented Housing Shared Ownership Housing, Shared Equity Housing, Discounted Sale Housing and Intermediate Rented Housing (subject to the proviso set out in paragraph 2 of this Part) and to respond to any written 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
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 until 50% (fifty percent) of the Affordable Housing Units have been constructed, and not to allow the Occupation of more than 80% (eighty percent) of the Market Housing Units until 100% (one hundred percent) of the Affordable Housing Units 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 HM Land Registry in the following terms:-

"no disposition of the Registered Estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of the First Schedule of the Agreement dated [] 2016 between Wrexham County Borough Council (1) Huw William Piers Dodd, Timothy Richard Nicholas Hugh Dodd and Judith Anne Gammon and Gower Homes Ltd (3) have been complied with"

12. To permit the Council to exercise the Nomination Rights.
13. It is proposed that 4 (four) of the total number of Affordable Housing Units will meet the Council's housing standards criteria to enable purchase grant funded by the Welsh Assembly Government and, in the event that the Council decides not to pursue this funding then the Council may use private finance to purchase the 4 Affordable Housing Units before the Council agrees that the 4 Affordable Housing Units proposed will revert back to Market Housing Units and the Owner is free to market the Units as such.

Part 2 - Social Rented Housing

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

Part 3 - Intermediate Rented Housing

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

Part 4 - Shared Ownership Housing

1. Not to dispose of any Affordable Housing Unit which is provided as Shared Ownership Housing other than by way of Shared Ownership Disposal to an Eligible Person
2. To procure that each Shared Ownership Disposal shall incorporate the following terms:
 - 2.1 A right of pre-emption in favour of the Freeholder RSL and Council

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 or Council does not wish to exercise the right of pre-emption referred to in paragraph 2.1 of this Part) shall be prevented from disposing of their interest in the Shared Ownership Unit other than to an Eligible Person at no more than Market Value of their Shared Ownership Interest

3. Not to sub-let or let (other than in accordance with this Part of this Schedule) any Shared Ownership Unit.

4. Shared Owners wishing to dispose of their interest in a Shared Ownership Unit shall comply with any reasonable procedure adopted by the Council (or its nominated agent) from time to time for arranging and administering the disposal to Eligible Persons of interests in affordable housing units such as the Shared Ownership Units.

5. In the event that a Shared Owner wishes to dispose of their interest in a Shared Ownership Unit and such unit has been actively marketed for sale for a period of 16 weeks and no Eligible Person has exchanged unconditional contracts for the purchase of the said unit within that period, **PROVIDED THAT**

(a) such unit has been offered for sale pursuant to paragraph 2.1 above and to an RSL or RSLs nominated by the Council and such RSLs or the Council have not exchanged unconditional contracts to buy such unit within such 16 week period and

(b) the price at which the Shared Ownership Unit has been offered for sale to Eligible Persons is no greater than the Market Value of the Shared Ownership Interest ascertained by agreement between the Shared Owner, any mortgagee of the Shared Owner, and the Freeholder RSL ('the Parties') or failing agreement at the expense of the Shared Owner by an independent qualified valuer appointed by agreement between the Parties or failing agreement by or on behalf of the president for the time being of the Royal Institution of Chartered Surveyors on the application of any party and the decision of such valuer shall be final and

(c) the Shared Owner has reasonably demonstrated to the Council and the Freeholder RSL that it has acted in good faith in considering any offers from Eligible Persons

Then the Shared Ownership Unit may be sold in the open market at Market Value (provided the Freeholder RSL consents to such sale) free from the affordable housing restrictions contained in this Deed **PROVIDED FURTHER THAT** where an Eligible Person or RSL or Council has been identified as a potential purchaser of the Shared Ownership Unit within the said 16 week period the Shared Owner shall use reasonable endeavours to progress such sale and shall not dispose of the Shared Ownership Unit in the open market unless such potential sale becomes abortive

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

Part 5 - Shared Equity Initial Sales

1. Not to dispose of the Affordable Housing Units provided as Shared Equity Housing other than by way of a Shared Equity Disposal to an Eligible Person at a price no greater than the Equity Price.
2. No Shared Equity Disposal shall be completed without the new Shared Equity Owner simultaneously entering into a Second Charge
3. That upon first acquiring an interest in a Shared Equity Housing Unit the Shared Equity Owner shall not borrow from any Mortgagee nor charge a Shared Equity Housing Unit under a First Charge for a sum in excess of 80% of the Market Value of the Shared Equity Housing Unit without the consent of the Council or the Nominated RSL (as appropriate) providing that nothing in this paragraph shall prevent or prohibit a Shared Equity Owner from later increasing its borrowings from any Mortgagee in order to discharge and secure release from the Second Charge
4. Each Shared Equity Disposal shall contain a restriction whereby the Shared Equity Owner who wishes to dispose of their interest in the Shared Equity Housing Unit shall be prevented from making that disposition other than in accordance with Part 6 of this schedule
5. In the event that the Shared Equity Housing Unit is sold by a mortgagee in possession without the provisions of this Deed being binding upon it, the Mortgagee shall, in so far as it is able to from the proceeds of sale of the Shared Equity Housing Unit and in any event only after deduction of any monies owing to the Mortgagee pursuant to the First Charge, pay to the Council or Nominated RSL as the Council may determine, the Redemption Money within one week of completion of the sale of the Shared Equity Housing Unit and provide the Council's Head of Housing & 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 Housing Unit (unless by agreement with the RSL to let the Shared Equity Housing Unit at an intermediate rate on a temporary basis, using an RSL lettings agency until a buyer can be found.)
7. The provisions of this Part of the First Schedule shall only apply to the initial sale of Shared Equity Housing which means the first disposal of the Shared Equity Housing Unit
8. In the event that a Shared Equity Unit has been actively marketed for sale for a period of 16 weeks and no Eligible Person has exchanged unconditional contracts for the Shared Equity Unit within that period AND no RSL or the Council has unconditionally contracted to buy such units within such period then the Shared Equity Unit may be sold in the open market at Market Value free from the affordable housing restrictions contained in the First Schedule of this Deed **PROVIDED THAT** within two working days of legal completion of such sale, a payment of 20% of the sale proceeds ("Commuted Sum") is paid to the Council by the Owners to be used for the provision of Affordable Housing within the Wrexham County Borough Council

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administrative area within five years of receipt **PROVIDED FURTHER THAT** where an Eligible Person or RSL or the Council has been identified as a potential purchaser of the Shared Equity Unit within the said ^{10 WEEKS} ~~six month~~ period the Owners shall use reasonable endeavours to progress such sale and shall not dispose of the Shared Equity Unit in the open market unless such potential sale becomes abortive

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

Part 6 - Shared Equity Housing Subsequent Sale

1. Not to dispose of the Affordable Housing Units provided as Shared Equity Housing other than by way of a Shared Equity Disposal to an Eligible Person at a price no greater than the Equity Price
2. That no Shared Equity Disposal shall be completed without the new Shared Equity Owner simultaneously entering into a Second Charge
3. That upon first acquiring an interest in a Shared Equity Housing Unit the Shared Equity Owner shall not borrow from any Mortgagee nor charge a Shared Equity Housing Unit under a First Charge for a sum in excess of 80% of the Market Value of the Shared Equity Housing Unit without the consent of the Council or the Nominated RSL (as appropriate) providing that nothing in this paragraph shall prevent or prohibit a Shared Equity Owner from later increasing its borrowings from any Mortgagee in order to discharge and secure release from the Second Charge
4. No Shared Equity Owner shall transfer the Shared Equity Housing Unit without first having notified the Council or its Nominated RSL (as appropriate) in writing of their intention to dispose of the Shared Equity Housing Unit.
5. In the event that the Shared Equity Housing Unit is sold by a mortgagee in possession without the provisions of this Deed being binding upon it (pursuant to clause 5.8 hereof), the Mortgagee shall, in so far as it is able to from the proceeds of sale of the Shared Equity Housing Unit and in any event only after deduction of any monies owing to the Mortgagee pursuant to the First Charge, pay to the Council or Nominated RSL (as appropriate), the Redemption Money within one week of completion of the sale of the Shared Equity Housing Unit and provide the Council's Head of Housing and Public Protection (or such other officer undertaking the duties of a chief housing officer) with an account of the amount due pursuant to this paragraph.

6. Not to let (other than by way of a Shared Equity Disposal) or sub-let the Shared Equity Housing Unit.
7. In the event that a Shared Equity Housing Unit has been actively marketed for sale for a period of 16 weeks and no Eligible Person has exchanged unconditional contracts for the purchase of the Shared Equity Housing Unit within that period, **PROVIDED THAT**
 - (a) the price at which the Shared Equity Housing Unit has been offered for sale to Eligible Persons is no greater than its Market Value ascertained by agreement between the Shared Owner, any mortgagee of the Shared Owner, and the Nominated RSL ('the Parties') or failing agreement at the expense of the Shared Owner by an independent qualified valuer appointed by agreement between the Parties or failing agreement by or on behalf of the president for the time being of the Royal Institution of Chartered Surveyors on the application of any party and the decision of such valuer shall be final and
 - (b) the Shared Equity Owner has reasonably demonstrated to the Council that it has acted in good faith in considering any offers from Eligible Persons and
 - (c) such unit has also been offered for sale to the Council or the Nominated RSL and any other RSL or RSLs put forward by the Council, and that such RSL(s) or the Council have not exchanged unconditional contracts to buy such unit within such period then the Shared Equity Housing Unit may be sold in the open market at Market Value free from the affordable housing restrictions contained in this Deed **PROVIDED FURTHER THAT** where an Eligible Person, the Council or RSL has been identified as a potential purchaser of the Shared Equity Housing Unit within the said 16 week period the Shared Equity Owner shall use reasonable endeavours to progress such sale and shall not dispose of the Shared Equity Housing Unit in the open market unless such potential sale becomes abortive
8. In the event that the Shared Equity Housing Unit is sold on the open market pursuant to paragraph 7 the Shared Equity Owner shall pay the Redemption Money to the Council or the Nominated RSL (as appropriate) to redeem the Second Charge within two days of legal completion **PROVIDED THAT** such funds received by the Council or the Nominated RSL (as appropriate) shall be used for the provision of Affordable Housing within the Wrexham County Borough Council administrative area as agreed between the Council and the nominated RSL within five years of receipt
9. Following receipt by the Council or Nominated RSL of the Redemption Money in the circumstances set out in paragraphs 5, 7 or 10 hereof the Council consents to the owner of the Shared Equity Housing Unit removing the restriction set out at paragraph 11 of Part 1 above from the title of the Shared Equity Housing Unit at the Land Registry
10. Nothing in this Part shall prevent or prohibit a Shared Equity Owner from paying the Redemption Money to the Council or the Nominated RSL (as appropriate) in order to discharge the Second Charge **PROVIDED THAT** the Redemption Money received by the Council or the Nominated RSL (as appropriate) shall be applied for the provision of Affordable

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

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

Part 7 - Definition of an "Eligible Person"

1. An Eligible Person means a Person in Housing Need identified from the Low Cost Home Ownership Register or the Council's housing waiting list (as appropriate) who:-
 - 1.1 has resided personally or who has had a Close Family Association in the Gwersyllt 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 Gwersyllt 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 Gwersyllt Community Council Area for a continuous period of five years; or
 - 1.4 has previously had a Close Family Association in the Gwersyllt Community Council Area for a continuous period of five years; or
 - 1.5 has previously been in employment in the Gwersyllt Community Council Area for a continuous period of five years
2. Provided That if:
 - 2.1 no person meeting the requirements in paragraph 1 above can be identified from the Low Cost Home Ownership Register or the Council's housing waiting list (as appropriate); and
 - 2.2 a period of not less than four weeks has elapsed after an advertisement seeking a person who meets the requirements of paragraph 1 has been placed in a newspaper circulating in the Wrexham locality then the references in paragraph 1 of this Part to the Gwersyllt Community Council Area shall be treated as if they included references to the Llay and Broughton 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 Gwersyllt 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 the Council shall have the right to purchase any Shared Equity Housing Unit at the affordable or negotiated price and/or 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. The Council to notify the Owner of their intention to purchase within 7 days and to exchange contract within 4 weeks.

THE SECOND SCHEDULE

Public Open Space

1. Not to allow the occupation of any Dwelling until the proposed Management Plan and Management Entity Details have been submitted to and approved in writing by the Council.
2. To procure that the management and maintenance of the Public Open Space are transferred to and subsequently managed and maintained by the Management Entity in accordance with the approved Management Plan.
3. Not to use the Public Open Space for any purpose whatsoever other than in accordance with the Planning Permission

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THE THIRD SCHEDULE

Payment of Contributions

Part 1 – Educational Contributions

1. Prior to the Commencement of Development to pay the Primary Education Contribution to the Council in accordance with the following formula:

Primary Education Contribution: -

A = (2-3 bedroom Dwellings) - No of Units x £1960.00

B = (4+ bedroom Dwellings) - No of Units x £2525.00

Total Primary = A + B

2. In respect of the Secondary Education Contribution to:
 - 2.1 Notify the Council's Head of Environmental & Planning prior to the Occupation of the First Dwelling in order that the Council can ascertain secondary school capacity in the Ysgol Bryn Alyn community catchment area.
 - 2.2 In the event that the Council confirms there to be a capacity need at the point of Occupation of the First Dwelling, to pay prior to that first Occupation the Secondary Education Contribution to the Council in accordance with the following formula:

Secondary Education Contribution: -

C = (2-3 bedroom Dwellings) - No of Units x £2480.00

D = (4+ bedroom Dwellings) - No of Units x £2976.00

Total Secondary = C + D

Total Primary Education Contribution + Total Secondary Education Contribution = Total Educational Contribution

Part 2 – Off Site Habitat Improvements Contribution

The Owner shall pay the Off Site Habitat Improvements Contribution on the Occupation of the first Dwelling and the Contribution shall be used by the Council for environmental habitat improvements within the local Gwersyllt community area.

Part 3 - Off Site Public Open Space Contribution

The Owner shall pay the Off Site Public Open Space Contribution on the occupation of the first Dwelling and the monies paid shall be used by the Council towards public open space within the local Gwersyllt community area

THE FOURTH SCHEDULE

Discharge of obligations

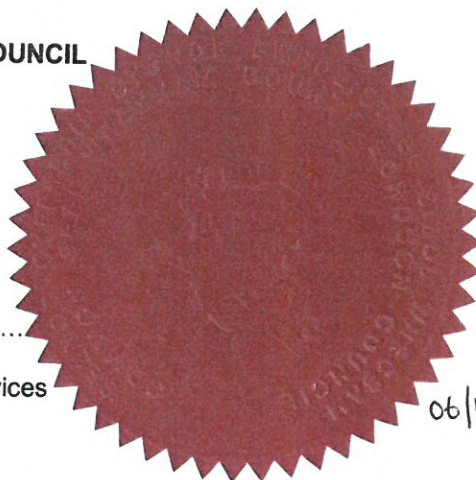
1. The Council covenants with the Owner to use the Contributions received from the Owner under the terms of this Deed for the purpose specified in this Deed for which they are paid.
2. The Council covenants with the Owner that it will repay the Owner such amount of the Contributions made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within 5 years of the date of receipt by the Council together with Interest from the date of the payment to the date of refund.
3. The Council covenants with the Owner to issue the Planning Permission within five Working Days of the date of this Agreement.
4. The Council covenants with the Owner that following performance and satisfaction of all the obligations contained in this Agreement it will forthwith effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

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

Executed as a deed by affixing
the Common Seal of
WREXHAM COUNTY BOROUGH COUNCIL
in the presence of:



Head of Corporate and Customer Services



06/17(a)

EXECUTED AS A DEED by
~~AFFIXING THE COMMON SEAL OF~~
GOWER HOMES LTD *ACTING BY ITS DIRECTOR*
in the presence of:

M. Morgan

~~Secretary~~

~~Board Member~~

[Signature]
JOHN MARTIN COWLS
SOLICITOR WITH
SPECIAL PERMISSION
23 HATFIELD ST
WILMINGTON.

Executed as a deed by
HUW WILLIAM PIERS DODD
in the presence of:

Huw Dodd

[Signature]
CHRISTIE RUSSELL (SOLICITOR)

PENMANS SOLICITORS LLP
17a QUEENS ROAD
COVENTRY
CV1 3DH

Executed as a deed by
TIMOTHY RICHARD NICHOLAS HUGH DODD
in the presence of:

Timothy Dodd

[Signature]
P. FISHER
10 CONISTON AVENUE
WIRRAL CH63 0NR
CHARTERED SURVEYOR

Executed as a deed by
JUDITH ANNE GAMMON
in the presence of:

Judith Gammon
[Signature]

S R SKENTIS
MILVERTON LODGE
SANDY LANE
NORTHWOOD
HA6 3HA
ARMY OFFICER

ANNEX 1

Draft 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 MR MICHAEL FORGRAVE GOWER
HOMES LTD

Code No GWE P/2015/0790

Agent J10 PLANNING LTD
MR JUSTIN PAUL
1-3 UPPER EASTGATE ROW
EASTGATE ROAD NORTH
CHESTER
CH1 1LQ

Date Received 19/10/2015

Decision Date

Town and Country Planning Act, 1990

Location of application

BOOZEY FIELD, OFF GRIFFITHS ROAD, OLD MOLD ROAD, GWERSYLLT, WREXHAM, LL11 4YF

Description of application

OUTLINE APPLICATION FOR RESIDENTIAL DEVELOPMENT (UP TO 56 NO. DWELLINGS) WITH 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:-

CLF5	Open space requirements from new residential developments
EC1	Green Barriers
EC13	Surface water run-off
EC2	Agricultural Land
EC4	Hedgerows, Trees and Woodland
GDP1	Development objectives
GDP2	Capacity of infrastructure and community facilities
H5	Housing in the countryside
H7	Affordable housing within new developments
MW9	Protection of mineral resources
PS1	Settlement limits
PS11	Biodiversity
PS2	Development and the environment
PS3	Brownfield Land
PS4	Settlement Pattern
PS8	Transport network
T8	Parking
T9	Walking, cycling and horse riding routes

Revision	Date	Description of Decision
0		Planning permission issued

Applicant	MR MICHAEL FORGRAVE GOWER HOMES LTD	Code No	GWE P/2015/0790
Agent	J10 PLANNING LTD MR JUSTIN PAUL 1-3 UPPER EASTGATE ROW EASTGATE ROAD NORTH CHESTER CH1 1LQ	Date Received	19/10/2015
		Decision Date	

**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:
 - 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 approved shall be commenced before the expiry of three 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. This permission shall provide for a maximum of 56 dwellings.
5. 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 the results of the assessment shall be submitted in writing to the Local Planning Authority. Where a SuDS scheme is to be implemented, 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,

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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.

6. No part of the development shall be occupied until the sustainable drainage scheme for the site has been completed in accordance with condition no. 5. The sustainable drainage scheme shall be managed and maintained thereafter in strict accordance with the agreed management and maintenance plan.

7. No part of the development shall commence until a scheme of improvement works to the local watercourse to receive surface water from the development hereby approved has been submitted to, and approved in writing by, the Local Planning Authority. The improvement works as are approved shall be completed in all respects prior to first use / occupation of the development.

8. 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.

9. The application site is crossed by a public foul sewer. No part of any operational development shall take place within 3 metres either side of the centreline of this public foul sewer.

10. No part of the development shall commence until a scheme to deal with potential contamination at the site has been submitted to and approved in writing by the Local Planning Authority. This scheme shall include a phased investigation approach to identify the extent of contamination and any measures required to remediate the site, including post-development monitoring.

11. No part of the development shall be occupied until a Verification Report which demonstrates that the remedial works approved as part of condition no. 10 above have been satisfactorily carried out, has been submitted to and approved in writing by the Local Planning Authority.

12. 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.

13. No part of the development shall commence until an appropriate Dust Management Scheme has been submitted to and approved in writing by the

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Local Planning Authority. The dust mitigation measures as are approved shall be fully implemented for the entire duration of the construction phase.

14. Prior to first use of the development hereby approved the vehicular access shall provide visibility splays of 2.4 metres x 43 metres in both directions measured to the nearside edge of the adjoining highway. Within these splays there shall be no obstruction above the level of the adjoining carriageway. The splays shall thereafter be permanently retained clear of any such obstruction to visibility.

15. No part of the development shall commence until a scheme detailing the construction of the following has been submitted to and approved in writing by the Local Planning Authority:

- 1) Detailed layout, design, drainage and construction of the proposed new footway / carriageway,
- 2) Passing bays,
- 3) Street lighting along Summerhill Road,
- 4) Extension to 30mph speed limit,
- 5) Pedestrian Refuge on Old Mold Road, and
- 6) Priority traffic scheme / continuous link.

The scheme as is approved shall be fully implemented prior to first use of the development.

16. No part of the development shall commence until a Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The development shall be used in strict accordance with the details as are approved.

17. No part of the development shall commence until a Construction Traffic Management Plan including provisions for contractor parking has been submitted to and approved in writing by the Local Planning Authority and the Plan as is approved has been fully implemented.

18. No private surface water run off shall be permitted to flow from the development site onto the adjoining highway. An Aco drain or similar shall be provided across the approved access to intercept any such run off prior to first use of the development.

19. An external bat friendly lighting scheme shall be submitted to and approved in writing by the Local Planning Authority as part of the reserved matters application. The scheme shall be fully implemented in accordance with the approved details prior to first use / occupation of the development.

20. A great crested newt method statement shall be submitted to and approved in writing by the Local Planning Authority as part of the reserved

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matters application. The development shall be carried out in strict accordance with the method statement as is approved.

21. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking, re-enacting that Order with or without modification), no further development shall take place under Classes A, B, C, D, E, F or G of Schedule 2 Part 1, other than the development hereby granted permission.

22. As part of the reserved matters application, an Arboricultural Implication Assessment dealing comprehensively with all tree issues (including shading of the residential plots) shall be 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 Assessment as is approved. This Assessment shall include all trees with a stem diameter of 75 mm or above (including crown spreads and stems) and the trees shall be colour coded and shown accurately on a topographical land survey.

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 Section 92 of the Town and Country Planning Act, 1990.
4. In the interests of highway safety and to ensure that a high standard of design is achieved for the site.
5. To ensure satisfactory drainage of the site and to avoid flooding.
6. To ensure satisfactory drainage of the site and to avoid flooding.
7. 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.
8. 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.
9. To protect the integrity of the public sewer and avoid damage thereto.
10. In the interests of the amenities of the future occupants of the buildings

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Decision Date

11. In the interests of the amenities of the future occupants of the buildings
12. To protect the amenities of the occupiers of nearby properties.
13. To protect the amenities of the occupiers of nearby properties.
14. To ensure that adequate visibility is provided at the proposed point of access to the highway.
15. In the interests of highway safety.
16. In the interests of highway safety.
17. In the interests of highway safety.
18. In the interests of highway safety.
19. To protect named species/habitats/biodiversity which would otherwise be damaged/lost by the development hereby permitted.
20. To protect named species/habitats/biodiversity which would otherwise be damaged/lost by the development hereby permitted.
21. Due to the restricted application site and its relationship with adjoining properties and neighbouring trees, it is considered important to ensure that no additional development as described in the condition is carried out without the permission of the Local Planning Authority.
22. To protect trees which are of significant amenity value to the area.

Note(s) to applicant

Further advice on compliance with condition no. 10 may be obtained by contacting the Council's Environmental Protection Team on 01978 315733. Should the investigation identify contamination issues that may affect receptors other than the site users e.g. groundwater, then it is recommended that these works are also addressed in consultation with the Housing and Public Protection Department prior to commencement of works on site. The applicant is advised that compliance with condition no. 12 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

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01978 315300.

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 Housing and Public Protection Department on 01978 315300 for further advice and information.

Applicants are advised that compliance with condition no. 13 does not provide an exemption from the statutory nuisance provisions of the Environmental Protection Act 1990. Under the Act dust from any type of activity can be judged to be causing a statutory nuisance to neighbouring properties. A legal notice can be served requiring that the 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.

You are advised that this grant of planning permission was made following the completion of an Agreement under Section 106 of the Town and Country Planning Act. Before undertaking any work under this permission you are advised to obtain full details of the Agreement and ensure that you are able to comply with its terms.

This permission is granted subject to the above conditions. Some conditions may require your attention prior to you carrying out any work on the proposal. These conditions are known as "conditions precedent". You should be aware that it is important that you comply with any "conditions precedent". If you do not, then any work you undertake on the development subject of this permission would not have planning permission.

The proposed development lies within an area that has been defined by The Coal Authority as containing potential hazards arising from former coal mining

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activity. These hazards can include: mine entries (shafts and adits); shallow coal workings; geological features (fissures and break lines); mine gas and previous surface mining sites. Although such hazards are seldom readily visible, they can often be present and problems can occur in the future, particularly as a result of development taking place.

It is recommended that information outlining how the former mining activities affect the proposed development, along with any mitigation measures required (for example the need for gas protection measures within the foundations), be submitted alongside any subsequent application for Building Regulations approval (if relevant). Your attention is drawn to The Coal Authority Policy in relation to new development and mine entries available at: <https://www.gov.uk/government/publications/building-on-or-within-the-influencing-distance-of-mine-entries>

Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires a Coal Authority Permit. Such activities could include site investigation boreholes, digging of foundations, piling activities, other ground works and any subsequent treatment of coal mine workings and coal mine entries for ground stability purposes. Failure to obtain a Coal Authority Permit for such activities is trespass, with the potential for court action. Property specific summary information on past, current and future coal mining activity can be obtained from: www.groundstability.com

If any of the coal mining features are unexpectedly encountered during development, this should be reported immediately to The Coal Authority on 0345 762 6848. Further information is available on The Coal Authority website at: www.gov.uk/government/organisations/the-coal-authority. If a connection is required to the public sewerage system, the developer is advised to contact Dwr Cymru Welsh Water's Developer Services on 0800 917 2652.

Some public sewers and lateral drains may not be recorded on Welsh Water maps of public sewers because they were originally privately owned and were transferred into public ownership by nature of the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. The presence of such assets may affect the proposal. The applicant should contact the Operations

Applicant	MR MICHAEL FORGRAVE GOWER HOMES LTD	Code No	GWE P/2015/0790
Agent	J10 PLANNING LTD MR JUSTIN PAUL 1-3 UPPER EASTGATE ROW EASTGATE ROAD NORTH CHESTER CH1 1LQ	Date Received	19/10/2015
		Decision Date	

Contact Centre on 0800 085 3968 to establish the location and status of the sewer. Under the Water Industry Act 1991 Dwr Cymru Welsh Water has rights of access to its apparatus at all times.

The Welsh Government have introduced new legislation that will make it mandatory for all developers who wish to communicate with the public sewerage system to obtain an adoption agreement for their sewerage with Dwr Cymru Welsh Water (DCWW). The Welsh Ministers Standards for the construction of sewerage apparatus and an agreement under Section 104 of the Water Industry Act (WIA) 1991 will need to be completed in advance of any authorisation to communicate with the public sewerage system under Section 106 WIA 1991 being granted by DCWW.

Further information on the Welsh Ministers Standards can be found on the Welsh Government website - www.wales.gov.uk

[Signature]

Officer Appointed for this purpose
Head of Environment and Planning

Refer to the Statement of Applicant's Rights and General Information enclosed or refer to the following link:-

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

ANNEX 2

LPG27



Developer Contributions to Schools

This is one of a series of local planning guidance notes designed to amplify policy GDP2 in the Wrexham Unitary Development Plan (UDP) and identifies the circumstances and locations in which developer contributions to the provision of education facilities, such as additional classrooms, will be necessary. The (UDP) was adopted by the Council in February 2005 and this note is a material consideration in the determination of all relevant planning policies.

Education Planning in Wrexham

For education planning purposes links between certain infant and junior schools and between junior/primary schools and secondary schools in groups throughout the County Borough are maintained. The Council's School Admissions Policy grants parental preference, unless to do so would prejudice the efficient and effective use of its resources. Over 96% of pupils are allocated places in accordance with their parents' first preference.

Background to this Guidance Note

Local authorities find themselves under increasing financial pressure to meet the educational needs arising from residential development. Cumulatively, even relatively small developments can have a significant financial impact on the provision of school places. Welsh Office Circular 13/97 'Planning Obligations' makes provision for developer contributions to offset the negative consequences of development provided there is guidance on this in the local development plan. The Wrexham UDP provides this guidance through Policy GDP2 on Capacity of Infrastructure & Community Facilities.

The rest of this note sets out further information on how this Policy will be applied.

*Available in
accessible formats*



Criteria

Any developer contribution will be based on the following considerations:

- It will only apply to proposed developments of four or more residential units, whether by new build, conversion or changes of use. Developments should not be deliberately sub-divided or phased in an attempt to avoid this threshold. Where the development has been split or phased, the resulting cumulative number of dwellings will be used to calculate the financial contribution.
- It will only apply to schools deemed to have a shortage of places taking into account other residential developments within the area and after addition of the extra pupils likely to be generated by the proposed development.
- The number and type of proposed residential units (large or small houses, bungalows or apartments). More detail is given in Table 1.
- The likely ratio of pupils per housing unit applicable to the appropriate school or schools at both primary and secondary level.
- The location of the development and likely impact on existing schools. This will be assessed using the same criteria as the Council's Schools Admissions Policy in relation to proximity and feeder schools. A map of school catchment areas is available from the Planning Department.

If the potential pupils generated by the proposed development cannot be accommodated within existing schools then a commuted payment will be calculated by multiplying the additional places required by the pupil cost figure (see Table 1) to produce the commuted sum to be included in the planning obligation. Contributions by way of a release of land for a new school or direct construction may be considered as

Table 1: Cost guidelines

School Type	No. of pupils generated by each 2-3 bed house	Building Cost Multiplier £	Contribution £
Primary 4 - 11 years	0.28	7000	1960
Secondary 11 - 16 years	0.20	10000	2000
Post 16	0.04	12000	480
Totals			
School with 6th Form	0.52		4440
School without 6th Form	0.48		3960

Notes

- Building cost multipliers are based on Department for Education guidelines, pupil allocations and average building cost assessment.
- 1 bedroom and accommodation for the elderly no charge. 2/3 bedrooms standard charge (shown above). 4 + bedrooms plus 20%.
- School Catchment Areas are secondary schools and their feeder primary schools plus current Council policy on pupil proximity to schools.
- School population assessments be reviewed annually.

Worked example for Johnstown Infants School catchment area

For the development of: -

- 10 - 1 bedroom Units
- 10 - 2 bedroom Units
- 10 - 3 bedroom Units
- 10 - 4 bedroom Units

Charges at primary school level

10 - 1 bedroom	no charge
10 - 2 bedroom	standard charge
10 * £1960	= £19600
10 - 3 bedroom	standard charge
10 * £1960	= £19600
10 - 4 bedroom	standard charge
	+20%
10 * £2352	= £23520

Charges at secondary school level

No shortage, no charge.



alternative to payment of a
puted sum at the Council's
tion.

ontribution

ing of contributions

uilt educational provision will
to be completed to reflect the
ed occupation of the homes.
rger developments phased
ent will be considered to fit
struction and occupation pro-
mes.

guidelines

ollowing guidelines are
ned to give prospective
opers an idea of the possible
ations of their proposals:

very 100 houses produces
round 28 primary age pupils
nd around 20 secondary age
pupils.

or developments that generate
00 pupils and above
onsideration will be given to a
ew school on a new site
ependent on location and future
rowth potential of the area and
e applicant will be expected to
ontribute in proportion to the
umber of school places the
evelopment generates.

The Council will specify the
ature of the works or the area
hich the contribution will
ance, which may include a
ompletely new school.

Where a contribution is required,
draft Section 106 Agreement
ould accompany the planning
pplication. Wrexham County
orough Council's Section 106
emplates are available on
equest from the Planning
artment.

Schools where contributions are likely to be required

The list below shows schools
where contributions are likely to be
required. At all other schools there
is likely to be some spare capacity
to accommodate some
development. This is not a
definitive list, but a guide to
developers.

Secondary schools

Bryn Alyn, Gwersyllt
Maelor, Penley
Darland, Rossett

(11 to 16 years)
(11 to 18 years)
(11 to 18 years)

Primary schools

Gwersyllt - Bryn Alyn School Catchment

Brymbo Aided, St Mary's
Brynteg C.P.
Gwersyllt C.P.
New Broughton C.P., Ysgol
Penrhyn
Pentre Broughton C.P.
Tanyfron C.P.

Llangollen - Dinas Bran (Denbighshire) School Catchment

No schools

Penley - Maelor School Catchment

Hanmer
Penley Madras
Marchwiell C.P.

Rhosllanerchrugog - Y Grango School Catchment

Johnstown Infants
Johnstown Junior
Penycae C.P.

Rossett - Darland School Catchment

Gresford
Marford C.P.

Ruabon - Rhiwabon (11 to 18 years) School Catchment

Acrefair C.P.
Ruabon Maes y Llan C.P.
Ruabon St. Mary's

Wrexham - Clywedog School Catchment

Bwlchgwyn C.P.
Marchwiell C.P.
Rhostyllen C.P.
Victoria C.P.
St Giles

Wrexham - St. Joseph's School Catchment

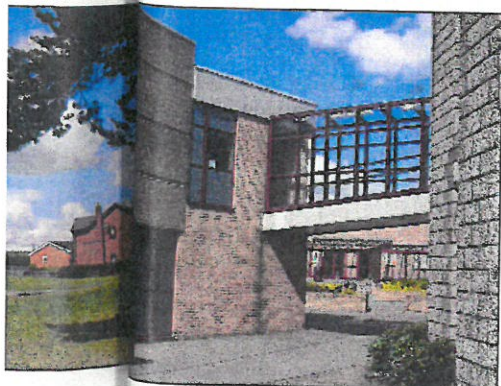
St. Mary's

Wrexham - Rhosnesni School Catchment

Acton Park C.P.
Alexandra C.P.
Barkers Lane C.P.
Borras Park
Rhosddu C.P.

Wrexham - Morgan Llwyd (11 to 18 years) School Catchment

Wrexham Plas Coch C.P.



ANNEX 3

LPG28

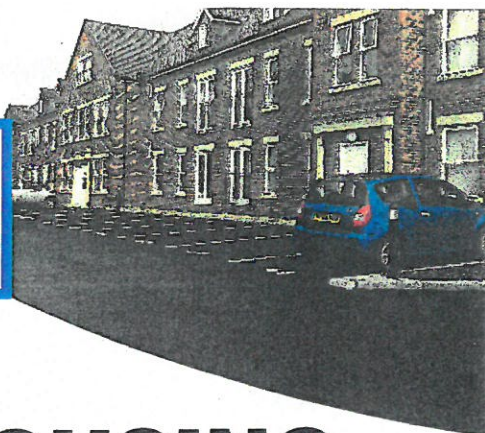


Information contact

Planning Section
Lampit Street
Wrexham, LL11 1AA
e: (01978) 29201
x: (01978) 29250

Management Section
Management Office
15, Chester Street
Wrexham, LL13 8BA
e: (01978) 29720
x: (01978) 29250
wrexham.gov.uk
Adopted March 200
and November 201

This is one of a series of local planning guidance notes amplifying local planning proposals in a clear and concise format with the objective of improving application standards.



28. AFFORDABLE HOUSING

This leaflet provides a guide to supplementary information required in connection with applications for Affordable Housing.

Introduction

This guidance note amplifies Unitary Development Plan policies aimed at securing affordable housing through the planning system. It will form a material consideration in the determination of all relevant planning applications.

This revised guidance note was adopted by the Council in February 2013, following extensive public consultation.

Background

Some local people have genuine difficulties in securing affordable housing. The problems associated with affordability are caused by a range of factors - influencing supply and demand. Supply has become more restricted due to a significant decline in the numbers and availability of council housing, rises in house prices, accessibility of mortgage finance and limited supply and relatively high rent levels in the private rented sector. At the same time demand has increased due to newly forming and smaller households, growing numbers of older people and inward migration. The planning system is one of the

most important mechanisms to secure affordable housing to meet the needs of those unable to compete in the local housing market.

Planning Policy Context

The Wrexham Unitary Development Plan (UDP) sets the local planning policy context for the delivery of affordable housing in the County Borough. This Local Planning Guidance Note amplifies the following UDP policies:

Policy H7 requires an element of affordable housing to be provided on developments of 25 or more dwellings. The Council will normally expect that 25% of the total site capacity to be provided as affordable housing. It will not be acceptable to deliberately subdivide or phase the total development in an attempt to avoid this threshold.

Policy H7: Affordable Housing

Policy H8: Affordable Housing
(Rural Exception Sites)

In rural areas where it can be demonstrated that local affordable housing needs cannot be met within existing settlement limits policy H8 allows for up to 5 affordable homes to be accommodated on rural exception sites located on the edge of settlements provided the site forms a logical extension to settlement pattern and the proposed development reflects the surrounding townscape and landscape. Such sites are not intended for individual self-build homes or for cross-subsidy schemes where dwellings sold at full market value to subsidise the provision of affordable housing elsewhere.

What Is Affordable Housing?

Affordable housing is defined by the Welsh Government in Technical Advice Note 2: Planning and Affordable Housing as: housing where there are secure mechanisms in place to ensure that it is accessible to those who cannot afford market housing, both on first occupation and for subsequent occupiers.

Affordable housing includes:

Social rented housing: Housing provided by local authorities and Registered Social Landlords (RSLs)

Intermediate Housing: Housing where the prices or rents are above those of social rented properties but are below market house prices or rents. Options for intermediate housing can include:

Intermediate Rent: Properties purchased at a discount by an RSL and let at a rent that is greater than social rent but less than market rent levels on an assured or assured short hold tenancy.

Shared Equity: Properties where an RSL owns a percentage of a property and the remainder is purchased by the occupier. If the occupier subsequently sells the property the RSLs receives a share of the sale price equivalent to its share of the property. It may also possibly for the occupier to buy part or all of the RSL's share over time. The RSL's share of the sale proceeds is recycled to support the provision of affordable housing elsewhere.

The Council expects affordable housing to be delivered through planning obligations, provided at nil public subsidy. However Social Housing Grant, which is provided by the Welsh Government, may be available for some developments. Developers are advised to contact Affordable Housing Officer prior to the submission of a formal planning application to discuss the availability of Social Housing Grant.

The affordable housing tenures required for individual developments should reflect local housing need. It is likely that the Council will seek to secure a mix of social rent and intermediate affordable dwellings in many cases.

Affordable Housing Need And Delivery

The Council relies on housing needs surveys to determine the amount of affordable housing required across the County Borough. These are updated regularly and developers should contact the Council to ensure that their development proposals take account of the most up to date information (see contact details below).

Affordable housing required under policy H7 should be provided, in order of preference, in the following ways:

1. **On-site provision** as an integral part of the development proposed. The Council will normally expect affordable housing to be provided on site however off site provision or the payment of commuted sums in lieu of on or off site provision may be considered where:

it has been demonstrated that on-site provision is unfeasible; or

it will better meet the affordable housing needs of the area.

Off site provision should be on land in the same Community Council area as the application site or on land in an area of high demand for affordable housing as identified by the Affordable Housing Officer.

Commuted sums will only be accepted where it has been demonstrated that the developer, either by themselves or in partnership with an affordable housing provider such as an RSL is unable to deliver on or off site provision.

The commuted sum will need to be paid prior to the completion of the facilitating development and will be required to reflect the equivalent provision which should have been

provided on the site based on the market value of the dwellings being built. The Council will Council's priorities for spending commuted sums will be (in order of priority):

- To support delivery of the Wrexham County Borough Affordable Housing Project;
- To support direct provision of affordable housing elsewhere in Wrexham County Borough, either with or without Social Housing Grant support, in partnership with RSLs.
- To support shared equity schemes in their partnership with RSLs.

In many cases the affordable housing referred to in section 3 above will result in a fraction of a dwelling. For example 25% of 25 dwellings = 6.25 dwellings. Where this occurs the Council will expect the fraction to be provided as a commuted sum calculated as a percentage of the market value of the dwellings being built on the site.

Viability: Only in cases where the viability of the whole development is genuinely threatened will the affordable housing requirements be reduced. All costs associated

with the development (including requirements for public open space, contributions to schools and affordable housing) should be taken into account at the negotiation stage of land acquisition and be reflected in the purchase price of the site. Developers will be expected to provide the Council with a full viability assessment when proposing to provide affordable housing at a rate less than 25% of the total site capacity or when seeking to vary the affordable housing commitments of existing planning permissions

Design And Management

The location and design of all affordable dwellings must be shown on the plans submitted with a full planning or reserved matters application. New affordable housing must:

- reflect identified local need in terms of tenure and type of property;
- in the case of housing supported by Social Housing Grant, comply with Welsh Government's Development Quality Requirements in terms of floor space for the property type;
- be visually integrated into a development in terms of design and site layout;
- be distributed throughout a development and not result in all of the affordable housing being concentrated in one part of the site;
- be subject to a legal agreement made under Section 106 of the Town and Country Planning Act 1990 to ensure affordability in perpetuity (see below).



Permitted development rights may be removed from affordable houses in order to maintain the properties at a size likely to ensure they remain affordable - particularly for rural exception schemes delivered in accordance with policy H8. from affordable houses in order to maintain the properties at a size likely to ensure they remain affordable - particularly for rural exception schemes delivered in accordance with policy H8.

Section 106 Legal Agreements

Section 106 agreements (S106) will be used to secure affordable housing provision and/or commuted sums on all relevant sites. The following heads of terms will be common to all S106 agreements involving affordable housing:

- Type, tenure and mix of affordable housing units proposed (either on or off site);
- The timing of the delivery of the affordable homes in relation to the delivery of the general market housing, including reference to any phasing of development;
- Arrangements for the future management, ownership and retention of the property at an affordable price;
- Nomination rights for the Council to put forward people from the council's housing waiting list and affordable housing register for at least 75% of the affordable dwellings as prospective tenants/purchasers of the dwellings;
- Details of the commuted sum and timing of commuted sum payments at these levels of aid.

Useful Contacts

Pennaf Housing Group
72 Fford William Morgan
St. Asaph Business Park
Denbighshire
LL17 0JD
Tel: 01745 538300
www.pennaf.co.uk

Cymdeithas Tai Clwyd
54 Stryd Y Dyffryn
Denbigh
Denbighshire
LL16 3 BH
Tel: 0345 2303140
www.taiclwyd.com

Wales & West Housing Association
3 Alexandra Gate
Ffordd Pengam
Tremorfa
Cardiff
CF24 2 UD
Tel: 0800 052 2526
www.wwha.net

contact

Community Wellbeing and Development
16 Lord Street, Wrexham LL11 1LG

Telephone: 01978 292016
E-mail: planning@wrexham.gov.uk

Adopted April 2005 Updated April 201