

20 May 2015

GEOFFREY HUGHES & EILEEN HUGHES (1)

AND

CASTLEMEAD GROUP LIMITED (2)

TO

WREXHAM COUNTY BOROUGH COUNCIL (3)

UNILATERAL UNDERTAKING

**Pursuant to Section 106 of the Town & Country Planning Act 1990
in respect of Land opposite St Peters Close, off Llay New Road, Rhosrobin
Wrexham, LL11 4RB**

THIS DEED is given on the

20 day of May

2015

BY:-

- (1) **GEOFFREY HUGHES & EILEEN HUGHES** of 34 Bieston Close, Wrexham, Clwyd ("the Owner"); and
- (2) **CASTLEMEAD GROUP LIMITED** (Co. Regn. No. 2985505) of Abenbury House, 17 Wilkinson Business Park, Clywedog Road South, Wrexham LL13 9AE ("the Developer");

TO:-

- (3) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall Wrexham LL11 1AY ("the Council").

RECITAL

- (A) The Council is the local housing authority and the Local Planning Authority for the purposes of Section 106 of the 1990 Act for the area within 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 WA662144 subject to an option agreement dated 7th November 2006 in favour of the Developer but otherwise free from encumbrances.
- (C) The Council's Planning Committee considered the Planning Application at its meeting on 3rd November 2014 and refused to grant the Planning Permission and issued the Refusal Notice on 6th November 2014 and the Developer has submitted the Appeal to the Planning Inspectorate.
- (D) The Owner and the Developer have agreed to enter into this Deed in order to secure the provision of public open space, the provision of habitat mitigation and the provision of Affordable Housing in the event that Planning Permission is granted pursuant to the Appeal and to overcome any objections of the Council or the Secretary of State to the Planning Permission being granted.

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 Contribution"	Means the sum calculated in accordance with Part 8 of the Second Schedule and due to the Council.
"Affordable Housing Disposal"	means a transfer or lease of one or more of the Affordable Housing Units by the Owner to an RSL.
"Affordable Housing Unit(s)"	means that part of the Development comprising 29 Dwellings being plots 41, 42, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 80, 81, 82, 83, 84, 85, 86, 87, 92 and 93 shown edged blue on Plan 2 and comprising 16 x 1 bedroom Dwellings, 10 x 2 bedroom Dwellings and 3 x 3 bedroom Dwellings
"Appeal"	Means the appeal submitted by the Developer under reference APP/H6955/A/14/2229480 to the Secretary of State against the Refusal Notice issued by the Council
"CDM Regulations"	means the Construction (Design and Management) Regulations 2007 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 Connection"	means members of a 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
"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 (iii) in accordance with the CDM Regulations.
"Dwelling"	means any residential unit (including a house flat or maisonette) constructed on the Land pursuant to the Planning Permission which shall include for the avoidance of doubt Market Housing Units and Affordable

	Housing Units.
"Eligible Person"	means a person as defined in Part 7 of the Second Schedule hereto
"Equity Price"	Means 80% of the Market Value of a Shared Equity Dwelling.
"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 Unit by any Mortgagee.
"Freeholder RSL"	means the RSL that owns the freehold of a Shared Ownership Unit.
"Habitat Management Contribution"	Means a sum to be paid by the Owner to the Council or the Management Company or such other body as shall take a transfer of the freehold title of the Habitat Mitigation Site for the maintenance and upkeep of the Habitat Management Site
"Habitat Management Plan"	The Phase I Habitat Survey Report prepared by Cheshire Ecology Ltd submitted with the Planning Application as updated on 13 th October 2014
"Habitat Mitigation Site"	Shall comprise the area of land shown edged purple on Plan 2
"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 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 whichever is the greater.

"Land"	means the land situate off Llay New Road, Rhosrhobin, Wrexham and shown edged red on Plan 1 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.
"Management Company"	means a company incorporated to acquire the Habitat Mitigation Site and the Public Open Space and to undertake obligations in respect thereof
"Market Housing Units"	means those Dwellings which are general market housing for sale on the open market and which are not Affordable Housing
"Market Value"	means (in respect of any Affordable Housing Units other than the Social Rented Housing and Intermediate Rented Housing) the price at which the Affordable Housing Unit might reasonably be expected to be sold at arm's length by a willing seller to a willing buyer with vacant possession
"Material Operation"	means a material operation as defined in Section 56 subsection 4 (a) to (e) of the 1990 Act to implement the Planning Permission
"Mortgagee"	means any mortgagee for the time being of the First Charge.
"Nominated RSL"	means an RSL that holds a Second Charge
"Occupation"	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.
"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 1"	means the plan numbered 1 annexed to this Deed
"Plan 2"	means the plan numbered 2 annexed to this Deed

"Planning Application"	means the application for Planning Permission for the Development of the Land submitted to the Council and given the reference P/2014/0480
"Planning Permission"	Means a form of planning permission issued by the Secretary of State pursuant to the Appeal and any associated reserved matters approval(s)
"POS Commuted Sum"	Means a sum to be paid by the Owner to the Council or the Management Company or such other body as shall take a transfer of the freehold title of the Public Open Space for the maintenance and upkeep of the Public Open Space
"POS Scheme"	means a scheme relating to the implementation and management of the Public Open Space that may be required to be submitted to and approved in writing by the Council in accordance with the Planning Permission
"POS Transfer"	means a transfer of the Public Open Space to the Management Company or the Council
"Public Open Space"	Means the areas of the Land shown edged orange on Plan 2
"Redemption Money"	means the sum required to discharge the Second Charge.
"Refusal Notice"	Means the written notice of the Council's refusal to approve the Planning Application that was issued by the Council on 6th November 2014
"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.
"Secretary of State"	means the Secretary of State, or any other minister or authority for the time being entitled to exercise the powers given under sections 77, 78 and 79 of the 1990 Act and or under any relevant section of the 1990 Act

“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 a 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 future 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 Interest”	means the specific equity share in the Shared Ownership Unit held by the Shared Owner
“Shared Ownership Unit”	means an Affordable Housing Unit sold or available for sale as Shared Ownership Housing
“Social Rented Housing”	means Affordable Housing Units let by an RSL to and to be occupied by Eligible Persons at a rental level which complies with the rent bench marking guidance (from time to time) published by the Welsh Government
“Staircase”	means in respect of Shared Ownership Housing to acquire pursuant to the provisions of a 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
“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 Deed 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 effect the construction of this Deed
- 2.6 Covenants made hereunder
 - 2.6.1 if made by more than one person are made jointly and severally; and
 - 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 Deed reference is made to any clause paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph or schedule or recital in this Deed

3 FORMAL REQUIREMENTS

- 3.1 The obligations imposed by this Deed relate to the Land and are binding on the Owner and its successors in title pursuant to Section 106 of the 1990 Act
- 3.2 The obligations imposed by this Deed 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
- 3.3 This Deed is a Local Land Charge for the purposes of the Local Land Charges Act 1975 is capable of being registered as such by the Council

4 OPERATIVE PROVISIONS

- 4.1 In the event that the Planning Permission is granted by the Secretary of State pursuant to the Appeal the Owner hereby covenants with the Council on behalf of itself and its successors in title to each and every part of the Land to;
 - 4.1.1 comply with the obligations relating to Public Open Space set out in Parts 1 and 2 of the First Schedule to this Deed
 - 4.1.2 comply with the obligations set out in the Second Schedule to this Deed relating to the provision of Affordable Housing
 - 4.1.3 comply with the obligations relating to Habitat Management Area set out in the Third Schedule to this Deed
 - 4.1.4 Serve upon the Council (addressed to the Council's Head of Community Wellbeing and Development) the Implementation Notice within 10 Working Days from but not including the date of Commencement of Development
 - 4.1.5 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 (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 Land transferred

- 4.1.6 The Developer hereby covenants with the Council to comply with the obligations in this Deed in the event that it becomes the owner of the Land

5 DECLARATIONS

- 5.1 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 1990 Act.
- 5.2 Other than in relation to the obligations of an RSL in paragraph 5 of Part 4, and paragraphs 8 and 10 of Part 6 of the Second Schedule, and of a mortgagee in paragraph 5 of Part 5 and paragraph 5 of Part 6 of the Second Schedule, and of the Owner in paragraph 8 of Part 5 of the Second Schedule, no person shall be liable for any breach 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 arising before parting with that interest or in parting with that interest
- 5.3 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 Deed (including sums of money and the construction of this Deed) then such difference or dispute shall be referred 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 available officer 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 Deed by the Courts and/or in accordance with Section 106(6) of the 1990 Act
- 5.4 The expressions "the Owner", "the Council" and "the Developer" shall include their respective successors in title
- 5.5 If any of the terms obligations and/or covenants in this Deed 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 Deed and the remainder of this Deed 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 Deed and the Planning Permission shall be valid and be enforceable to the full extent permitted by law
- 5.6 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:
- 5.6.1 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
- 5.6.2 in the case of the Owner to the address given in this Deed or such other addresses of such parties as may be notified in writing to the Council from time to time
- 5.6.3 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
- 5.7 The provisions of the Second Schedule (except for paragraph 5 of Part 5 and Part 6 thereof) shall not be binding on a mortgagee in possession of an Affordable Housing Unit or a bona fide purchaser for value thereof from such a mortgagee in possession or any receiver appointed by such mortgagee (except a purchaser which is an RSL)

PROVIDED THAT:-

- 5.7.1 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 and Public Protection Officer to dispose of the Affordable Housing to an RSL or otherwise in accordance with the Second Schedule.

THE FIRST SCHEDULE
Public Open Space
Part 1

1. On the first disposal of each Dwelling to require the purchasers thereof and their successors in title to become members of the Management Company with a view and to the intent that they can influence and contribute to the compliance with the obligations of this Schedule and (if applicable) the Third Schedule and to procure that a restriction is entered on the Proprietorship Register of all individual Dwellings in the following form:
"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 paragraph 3 of Part 1 of the First Schedule of a Unilateral Undertaking dated 20 May 2015 given to Wrexham County Borough Council (1) by Geoffrey Hughes and Eileen Hughes (2) and Castlemead Group Limited (3) have been complied with"
2. To pay the Management Company a fair and reasonable proportion (with the intention that the sum of all contributions from the Dwellings on the Land shall equal 100%) of the outgoings of the Management Company incurred in complying with the relevant obligations of this Schedule
3. Not to allow more than 60 Dwellings to be Occupied until the POS Transfer has been completed and a certified copy of the POS Transfer has been submitted to the Council in evidence thereof
4. Not to allow more than 60 Dwellings to be Occupied until the POS Commuted Sum has been paid to the Council in the event that the Public Open Space is transferred to the Council

Part 2

1. in the event that the Planning permission requires the Council's approval of a POS Scheme to observe and perform the provisions of the POS Scheme and monitor and review it at least every 5 years and to obtain the approval of the Council to any amendments thereto so as to ensure that they remain appropriate and relevant over time
2. To plant lay out and construct, and provide play equipment on, the Public Open Space in accordance with the POS Scheme the Planning Permission and this Deed as appropriate
3. To comply with the POS Scheme and to maintain and manage in perpetuity the Public Open Space and any play equipment erected thereon in accordance with the POS Scheme the Planning Permission and this Deed as appropriate
4. Not to use the Public Open Space for any purpose whatsoever other than as public open space for the benefit of the Development being landscaped and open grassed areas and as a play area nor cause permit or allow any structures other than play equipment in accordance with the Planning Permission or other obstructions whatsoever to be erected within the Public Open Space or deposit any waste or alter ground levels or light fires within the Public Open Space
5. Not to affix to any trees on the Land any items or structures likely to occasion damage to any such tree

THE SECOND SCHEDULE
Affordable Housing
Part 1 – General Obligations

1. To design and construct the Affordable Housing Units in accordance with the Planning Permission and the Development Requirements.
2. Not to dispose of the Affordable Housing Units other than to an RSL by way of an Affordable Housing Disposal or to an Eligible Person by way of 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 obligation made under Section 106 of the 1990 Act
3. Prior to the Commencement of Development to provide the Council's Head of Housing and Public Protection the following details in so far as they are known for each Affordable Housing Unit:
 - a) postal address
 - b) gross and net floor area
 - c) anticipated practical completion date (subject to market conditions)
 - d) plans indicating location, elevations and internal layout
4. 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
5. 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
6. Not to use the land on which the Affordable Housing Units are to be constructed for any purpose other than the provision of Affordable Housing in accordance with this Deed
7. Not to use the Affordable Housing Units for any purpose other than for the provision of Social Rented Housing Shared Ownership Housing Shared Equity Housing and Intermediate Rented Housing (subject to the proviso set out in paragraph 2 of this Part) and to respond to any request from the Council for information as to the tenure of each Affordable Housing Unit within 10 Working Days such request to be made on no more frequent a basis than once every six months
8. To keep such full and proper records as are reasonably required to demonstrate to the Council strict compliance with the affordable housing obligations contained in this Deed and any supplemental agreement thereto

9. Not to allow the Occupation of more than 40 Market Housing Units on the Land until a total of 10 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 Owners are actively marketing and have 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
10. Not to allow the Occupation of more than 70 Market Housing Units on the Land until a total of 22 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 Owners are actively marketing and have 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. Not to allow the Occupation of more than 98 Market Housing Units on the Land until a total of 29 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 Owners are actively marketing and have 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
12. 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 Second Schedule of the Unilateral Undertaking dated 20 May 2015 given to Wrexham County Borough Council (1) by Geoffrey Hughes and Eileen Hughes (2) and Castlemead Group Limited (3) have been complied with"
13. On each Shared Equity Disposal and Shared Ownership Disposal the vendor thereof shall pay a sum to the Council or the RSL nominated by the Council equivalent to 0.50% of the Market Value of the percentage share purchased by an Eligible Person on completion of that sale, to cover the costs of the Council or the RSL nominated by the Council in administering the Low Cost Home Ownership Register

PART 2

Social Rented Housing

1. Not to dispose of the Affordable Housing Units which are Social Rented Housing Units other than by way of an Affordable Housing Disposal in accordance with the provisions of this part of the 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 by way of an assured short hold tenancy (or such statutory form of tenancy as may replace such forms of tenancies from time to time), as Social Rented Housing

PART 3

Intermediate Rented Housing

1. 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

- 2.2 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
 - 2.2 A covenant whereby a Shared Owner who wishes to dispose of their interest in the Shared Ownership Unit (and where the Freeholder RSL does not wish to exercise their right of pre-emption referred to in paragraph 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

-such unit has been offered for sale pursuant to paragraph 2.1 above and to an RSL or RSLs nominated by the Council and no such RSL has exchanged unconditional contracts to buy such unit within such period and

-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

-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 Agreement PROVIDED FURTHER THAT where an Eligible Person or RSL has been identified as a potential purchaser of the Shared Ownership Unit within the said 16 week period the Shared Owner shall use reasonable endeavours to progress such sale and shall not dispose of the Shared Ownership Unit in the open market unless such potential sale becomes abortive
6. Following the sale of a Shared Ownership Unit on the open market pursuant to paragraph 5 above, the consent of the Council to the Shared Owner removing the

restriction set out at paragraph 12 of Part 1 above from the title of the Shared Ownership Unit at the Land Registry shall be sought

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) provided that nothing in this paragraph shall prevent or prohibit a Shared Equity Owner from later increasing its borrowings from any Mortgagee in order to discharge and secure release from the Second Charge
4. Each Shared Equity Disposal shall contain a restriction whereby the Shared Equity Owner who wishes to dispose of their interest in the Shared Equity Housing Unit shall be prevented from making that disposition other than in accordance with Part 6 of this Schedule
5. In the event that the Shared Equity Housing Unit is sold by a mortgagee in possession without the provisions of this Deed being binding upon it (pursuant to clause 5.7 hereof), the Mortgagee shall, in so far as it is able to from the proceeds of sale of the Shared Equity Housing Unit and in any event only after deduction of any monies owing to the Mortgagee pursuant to the First Charge, pay to the Council or nominated RSL as the Council may determine, the Redemption Money within one week of completion of the sale of the Shared Equity Housing Unit and provide the Council's Head of Housing and Public Protection (or such other officer undertaking the duties of a chief housing officer) with an account of the amount due pursuant to this paragraph.
6. Not to let (other than by way of a Shared Equity Disposal) or sub-let the Shared Equity Housing Unit.
7. The provisions of this Part of the Second 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 six months and no Eligible Person has exchanged unconditional contracts for the Shared Equity Unit within that period AND no RSL has unconditionally contracted to buy such units within such period then the Shared Equity Unit may be sold in the open market at Market Value free from the affordable housing restrictions contained in the Second Schedule of this Agreement 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 administrative area within five years of receipt PROVIDED FURTHER THAT where an Eligible Person or RSL has been identified as a potential purchaser of the Shared Equity Unit within the said six month period the Owners shall use reasonable endeavours to progress such sale and shall not dispose of the Shared Equity Unit in the open market unless such potential sale becomes abortive
9. If at any time after the fifth anniversary of the receipt by the Council of the Commuted Sum the Owners request then the Council will provide (subject to the Owners paying the Council's reasonable and proper expenses in connection with providing the same) written confirmation as to whether the whole or any part of the Commuted

Sum has been expended or committed for expenditure in accordance with paragraph 8 above and in the event that the Council fails within 3 calendar months of such request to provide written confirmation that the whole of the Commuted Sum paid by the Owners to the Council pursuant to paragraph 8 above has been expended by the Council or committed towards the designated purposes within 5 years from the receipt by the Council of the Commuted Sum then the Council shall repay all or part of the Commuted Sum for which that written confirmation has not been given to the person or persons who actually paid the Commuted Sum together with all interest accrued thereon

Part 6

Shared Equity Housing Subsequent Sale

1. Not to dispose of the Affordable Housing Units provided as Shared Equity Housing other than by way of a Shared Equity Disposal to an Eligible Person at a price no greater than the Equity Price
2. That no Shared Equity Disposal shall be completed without the new Shared Equity Owner simultaneously entering into a Second Charge
3. That upon first acquiring an interest in a Shared Equity Housing Unit the Shared Equity Owner shall not borrow from any Mortgagee nor charge a Shared Equity Housing Unit under a First Charge for a sum in excess of 80% of the Open 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 5.7 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
 - 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
 - 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

- such unit has also been offered for sale to the Nominated RSL and any other RSL or RSLs put forward by the Council and that such RSL(s) have not exchanged unconditional contracts to buy such unit within such period then the Shared Equity Housing Unit may be sold in the open market at Market Value free from the affordable housing restrictions contained in this Agreement PROVIDED FURTHER THAT where an Eligible Person or RSL has been identified as a potential purchaser of the Shared Equity Housing Unit within the said 16 week period the Shared Equity Owner shall use reasonable endeavours to progress such sale and shall not dispose of the Shared Equity Housing Unit in the open market unless such potential sale becomes abortive
8. In the event that the Shared Equity Housing Unit is sold on the open market pursuant to paragraph 7 the Shared Equity Owner shall pay the Redemption Money to the Council or the Nominated RSL (as appropriate) to redeem the Second Charge within two days of legal completion PROVIDED THAT such funds received by the Council or the nominated RSL as appropriate) shall be used for the provision of Affordable Housing within the Wrexham County Borough Council administrative area as agreed between the Council and the nominated RSL within five years of receipt
 9. Following receipt by the Council or nominated RSL of the Redemption Money in the circumstances set out in paragraphs 5, 7 or 10 hereof the Council consents to the owner of the Shared Equity Housing Unit removing the restriction set out at paragraph 12 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 Agreement
 12. The provisions of this Part of the Second 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

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 to this Part to the Gwersyllt Community Council Area shall be treated as if they included references to the Acton, Broughton, Caia Park, Gresford, Offa and Rhosddu 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 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

Part 8 Calculation of "Affordable Housing Contribution"

1. Within 30 days of the date of first Occupation of the last Affordable Housing Unit the Affordable Housing Contribution shall be calculated by the Owner and notified in writing to the Council in accordance with the following formula:

$$\frac{D}{N} \times 0.25 = \text{Affordable Housing Contribution}$$

Where

D=Total value of Discount for Affordable Housing Units

N=Total number of Affordable Housing Units

2. Within 21 days of the amount of the Affordable Housing Contribution being notified in writing by the Council the Owner shall pay the Affordable Housing Contribution to the Council PROVIDED THAT such funds shall be used by the Council for the provision of Affordable Housing within the Wrexham County Borough Council administrative area within five years of receipt and FURTHER PROVIDED THAT any part of the Affordable Housing Contribution that remains unspent by the Council after the period of five years from the date of receipt shall be refunded to the person that made the payment

THE THIRD SCHEDULE
Management of the Habitat Mitigation Site

A Conditions Imposed

1. Not to use the Habitat Mitigation Site for any purpose other than as an area for long term amphibian conservation purposes and the management of ecological measures in accordance with the Habitat Management Plan.
2. Prior to Commencement of Development to appoint an independent body to carry out an ecological compliance audit in accordance with the Habitat Management Plan to assess whether ecological avoidance, mitigation and compensation schemes have been implemented in compliance with the Habitat Management Plan.
3. Not to allow the Occupation of more than 100 Dwellings on the Land until the freehold title to the Habitat Mitigation Site has been transferred to the Council or the Management Company or another body approved in writing by the Council and a certified copy of the transfer of the Habitat Mitigation Site has been submitted to the Council in the event that the Council does not take a transfer of the Habitat Mitigation Site.
4. To pay the Habitat Management Commuted Sum to the Council or the Management Company or such other body as may have been approved in writing by the Council simultaneously with any transfer of the Habitat Management Site pursuant to paragraph 3 above.
5. To observe and perform the provisions of the Habitat Management Plan in respect of the Habitat Management Site

B Performance of Work

To employ only reputable and experienced consultants or contractors to undertake all works under the measures contained in the Habitat Management Plan.

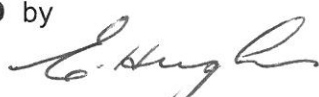
EXECUTED as a DEED on the date specified at the commencement of this Deed

SIGNED as a DEED by
GEOFFREY HUGHES
in the presence of:-

)
)

Witness Signature: 
Witness Name: EMMA JANE WYCHERLEY (B.S.C.) HONS
Witness Address: 17, KENSINGTON GROVE
ALTON, WREXHAM, LL12 8AT
Witness Occupation: EXERCISE PHYSIOLOGIST

SIGNED as a DEED by
EILEEN HUGHES
in the presence of:-

)
)

Witness Signature: 
Witness Name: EMMA JANE WYCHERLEY (B.S.C.) HONS
Witness Address: 17, KENSINGTON GROVE
ALTON, WREXHAM, LL12 8AT
Witness Occupation: EXERCISE PHYSIOLOGIST

EXECUTED as a **DEED** by
the above-named
CASTLEMEAD GROUP LIMITED
acting by its director

in the presence of:-

Signature of witness:

Name:

Address: *Leanne Mutton*

58 DRURY LANE

BUCKLEY

CH7 3DU



Plan 1



Key

- Proposed Access Road
- Proposed Access Lane
- Proposed Access Drive
- Proposed Access Path
- Proposed Access Footpath
- Proposed Access Cycleway
- Proposed Access Bridge
- Proposed Access Tunnel
- Proposed Access Viaduct
- Proposed Access Overpass
- Proposed Access Underpass
- Proposed Access Culvert
- Proposed Access Drainage
- Proposed Access Sewer
- Proposed Access Gas
- Proposed Access Water
- Proposed Access Electricity
- Proposed Access Telecommunications
- Proposed Access Other

Notes

1. The site is bounded by Lloy New Road B 5425 to the south and Plus Acton Road to the north.
2. The site is bounded by the Cemetery to the west and Open Countryside to the east.
3. The site is bounded by the Pond to the north and the Car dealership site to the south.
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Site Information

Site Name: Lloy New Road B 5425

Site Address: Lloy New Road B 5425, Wrexham, LL12 2UB

Site Area: 1.176 acres (47,800 sq m)

Site Zoning: Residential (R1)

Site Status: Proposed

Site Owner: Lloy New Road B 5425 Ltd

Site Agent: Lloy New Road B 5425 Ltd

Site Date: 1.1.2020 (AS 100) GLL/17/10-04 17/003.14 June 2014

Site Plan

The site plan shows the proposed development area outlined in red. The plan includes the following features:

- Proposed Access Road
- Proposed Access Lane
- Proposed Access Drive
- Proposed Access Path
- Proposed Access Footpath
- Proposed Access Cycleway
- Proposed Access Bridge
- Proposed Access Tunnel
- Proposed Access Viaduct
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