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

relating to Land on the north-east side of the Royal British Legion Social Club, Watts Dyke, Llay, Wrexham, LL12 0RL

Dated : 10 March 2026

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

S G ESTATES LIMITED (2)

Linda Roberts Chief Officer Governance and Customer

Guildhall

Wrexham

LL11 1AY

Ref: 4659012

DATE 10 March 2026

PARTIES

(1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY ("Council")

(2) **S G ESTATES LIMITED** (registered Co. No. 05145645) of The Croft House, Old Wrexham Road, Gresford, Wrexham LL12 8UA ("the Owner")

INTRODUCTION

(1) The Council is the local planning authority for the purposes of this Deed and the Town & Country Planning Act 1990 (as amended) for the area within which the property described in the First Schedule hereto is situate and is the local planning authority by whom a planning obligation is enforceable

(2) The Owner is the registered proprietor of the Site

(3) The Owner has submitted the Application to the Council and the parties have agreed to enter into this deed in order to secure the planning obligations contained in this Deed

(4) The Council resolved to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Act"	means the Town and Country Planning Act 1990
"Affordable Housing"	subsidised housing which will be available to Eligible Persons including (without limitation) Intermediate Rented Housing, Shared Equity Housing, Shared Ownership Housing and Social Rented Housing and which shall comprise 25% of the Dwellings to be built on

	Site (rounded down to the nearest whole number)
"Affordable Housing Contribution"	the sum calculated in accordance with Part 8 of the Fourth Schedule and due to the Council
"Affordable Housing Disposal"	a transfer or lease of one or more of the Affordable Housing Units by the Owner to an RSL
"Affordable Housing Units"	the dwellings provided as Affordable Housing as part of the Development
"Application"	means the application for planning permission dated 07/05/2024 submitted to the Council for the Development and allocated reference number P/2024/1070
"Close Family Connection"	members of family as described in Section 113 of the Housing Act 1985
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, earth works, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" or "Commenced Development" shall be construed accordingly
"Commencement of Development of a Dwelling Phase"	the carrying out of a Material Operation within a Dwelling Phase notwithstanding that the Planning Permission may have been implemented
"Development"	means the development of the Site consisting as set out in the Application

"Dwellings"	any residential unit (including a house flat or maisonette) constructed on the Site pursuant to the Planning Permission which shall include for the avoidance of doubt Market Housing Units and Affordable Housing Units.
"Dwelling Phase":	any Phase of the Development that comprises a Dwelling
"Eligible Person"	a person as defined in Part 7 of the fourth Schedule
"Equity Price"	70% of the Market Value of a Shared Equity Unit
"First Charge"	a legal charge entered into between a Shared Equity Owner and a mortgagee and which shall secure against a Shared Equity Unit any mortgagees lending (of up to the Equity Price) together with any interest on the debt owed to any mortgagee by the Shared Equity Owner at the time that any mortgagee shall enter into possession together with the costs of enforcing the First Charge and the reasonable costs of marketing and disposal of the Shared Equity Unit by any mortgagee
"Freeholder RSL"	the RSL that owns the freehold of a Shared Ownership Unit
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics or any successor organisation
"Interest"	interest at 5 per cent above the base lending rate of the Barclays Bank Plc from time to time
"Intermediate Rented Housing"	housing units let by an RSL at a rent equal to or less than 80% of the open market rental (being the rent which that unit would secure in the open market as between a willing lessor and a willing lessee acting at arm's length).
"Low Cost Home Ownership Register"	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.

"Market Housing Units"	those Dwellings which are general market housing for sale on the open market and which are not Affordable Housing.
"Market Value"	(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.
"Nominated RSL"	an RSL that holds a Second Charge.
"Occupation"	use of a Dwelling for residential use but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **Occupied** shall be construed accordingly.
"Open Market Dwelling(s)"	means any Dwelling other than Affordable Housing Unit constructed pursuant to the Development
"Plan"	means the plan exhibited in the First Schedule
"Planning Permission"	means the draft planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Seventh Schedule.
"Playing Fields and Parks Contribution"	means the sum of £1,000 per Dwelling approved pursuant to the Reserved Matters Approval which relates to the construction of Dwellings or such other sum agreed by the Council pursuant to the details supplied and approved within the said Reserved Matters Approval based on the Council's local planning policy and the national planning policy for Wales (indexed in accordance with the provisions of this Deed) to be paid by the Owner to the Council and expended by the Council in accordance with the provisions of the third Schedule
"Practical Completion"	means the issue of a certificate of practical completion by NHBC by way of the usual NHBC cover note

"Primary Education Contribution"	means the sum to be paid by the Owner to the Council in accordance with the provisions of the Second Schedule of this deed
"Person in Housing Need"	a person who cannot afford to rent or buy a home suitable for their needs on the open market.
"Main Section 106 Agreement"	shall mean an Agreement dated 11th October 2019 made between Wrexham County Borough Council (1) and Royal British Legion (2) and any variations of the same.
"Redemption Money"	the sum required to discharge the Second Charge.
"Reserved Matters Approval"	means the grant of reserved matters approval pursuant to a Reserved Matters Application
"Reserved Matters Application"	means the application or applications for reserved matters approval made pursuant to the Planning Permission
"RSL"	a registered social landlord as defined in Part 1 of the Housing Act 1996.
"Secondary Education Contribution"	means the sum to be paid by the Owner to the Council in accordance with the provisions of the Second Schedule of this deed
"Second Charge"	a legal charge to be entered into by the Shared Equity Owner for the time being in favour of the Council or a Nominated RSL in respect of up to 30% of the Market Value of a Shared Equity Unit, subject always to the Second Charge ranking second in priority to any First Charge.
"Shared Equity Disposal"	a disposal to an Eligible Person by a freehold transfer or by a lease for a term of not less than 125 years (or an assignment thereof) of a Shared Equity Unit.
"Shared Equity Housing"	a form of affordable housing whereby the purchaser acquires a 100% equity share in an

	Affordable Housing Unit subject to a Second Charge and with a restriction in perpetuity upon the future sale price of it.
"Shared Equity Owner"	a freeholder or a leaseholder (as appropriate) of a Shared Equity Unit.
"Shared Equity Unit"	an Affordable Housing Unit sold or available for sale as Shared Equity Housing on the Development.
"Shared Owner"	a leaseholder of a Shared Ownership Unit.
"Shared Ownership Disposal"	a disposal by the RSL by way of: (a) lease for a term of not less than 125 years; or (b) transfer or assignment of a Shared Ownership unit.
"Shared Ownership Housing"	a form of Affordable Housing which is provided by an RSL on the basis of part rent and part sale.
"Shared Ownership Interest"	the specific equity share in the Shared Ownership Unit held by the Shared Owner.
"Shared Ownership Unit"	an Affordable Housing Unit sold or available for sale as Shared Ownership Housing.
"Site"	shall mean the land edged in red on the Plan.
"Social Rented Housing"	Affordable Housing Units let by an RSL to be occupied by Eligible Persons at a rental level which complies with the rent bench marking guidance (from time to time) published by the Welsh Government.
"Staircase"	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** and **Staircased** shall be construed accordingly.

2 CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.

3 LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner and the Developer.

4 CONDITIONALITY

This Deed is conditional upon:

(i) the grant of the Planning Permission; and

(ii) the Commencement of Development;

save for the provisions of Clauses 5.1, 7.1, 14 and 15 (commencement of development, legal costs, jurisdiction and delivery) fees and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

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

5.2 The Owner covenants with the Council as set out in the Second, Third and Fourth Schedules.

6 THE COUNCIL'S COVENANTS

6.1 The Council covenants with the Owner as set out in the Fifth Schedule.

7 MISCELLANEOUS

7.1 The Owner shall pay the Council on completion of this deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £1,750.00.

7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

7.3 This Deed shall be registrable as a local land charge by the Council.

7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by Council's Chief Officer – Economy and Planning and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

7.5 Following the performance and satisfaction of all the obligations contained in this Deed or an event under Clause 7.7 the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if:-

7.7.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure

7.7.2 the Planning Permission shall expire prior to the Commencement of Development; or

7.7.3 the Site is developed under a new planning permission (other than one issued under Section 73 of the Act for variation or discharge of a condition of the Planning Permission) granted after the Planning Permission by the Council or any other competent authority and there has been no Commencement of Development.

7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

7.9 This Deed shall not be enforceable against Owner-occupiers or tenants or lessees of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them or their mortgagee or chargee.

7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

7.11 Notwithstanding the completion of this Deed, the Main Section 106 Agreement shall continue in full force and effect insofar only as its obligations have not already been complied with and insofar as they relate to the residential element of that agreement.

8 WAIVER

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

9 CHANGE IN OWNERSHIP

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

10 INDEXATION

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

11 INTEREST

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

12 VAT

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

13 JURISDICTION

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

and Wales.

14 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

15 SECTION 73 VARIATION

For the avoidance of doubt in the event that the Council shall at any time hereafter grant a planning permission pursuant to an application under section 73 of the Act in respect of conditions on the Planning Permission, save and in so far as this Deed has

been amended by way of a deed of variation prior to the grant of such planning permission, references in this Deed to the Application and the Planning Permission shall be deemed to include any subsequent section 73 applications and planning permissions as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

16 EXCLUSION CLAUSE

16.1 The Affordable Housing provisions in accordance with the Fourth Schedule of this Agreement shall not be binding on:-

(a) a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

(1) such mortgagee or chargee or receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units; and

(2) shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

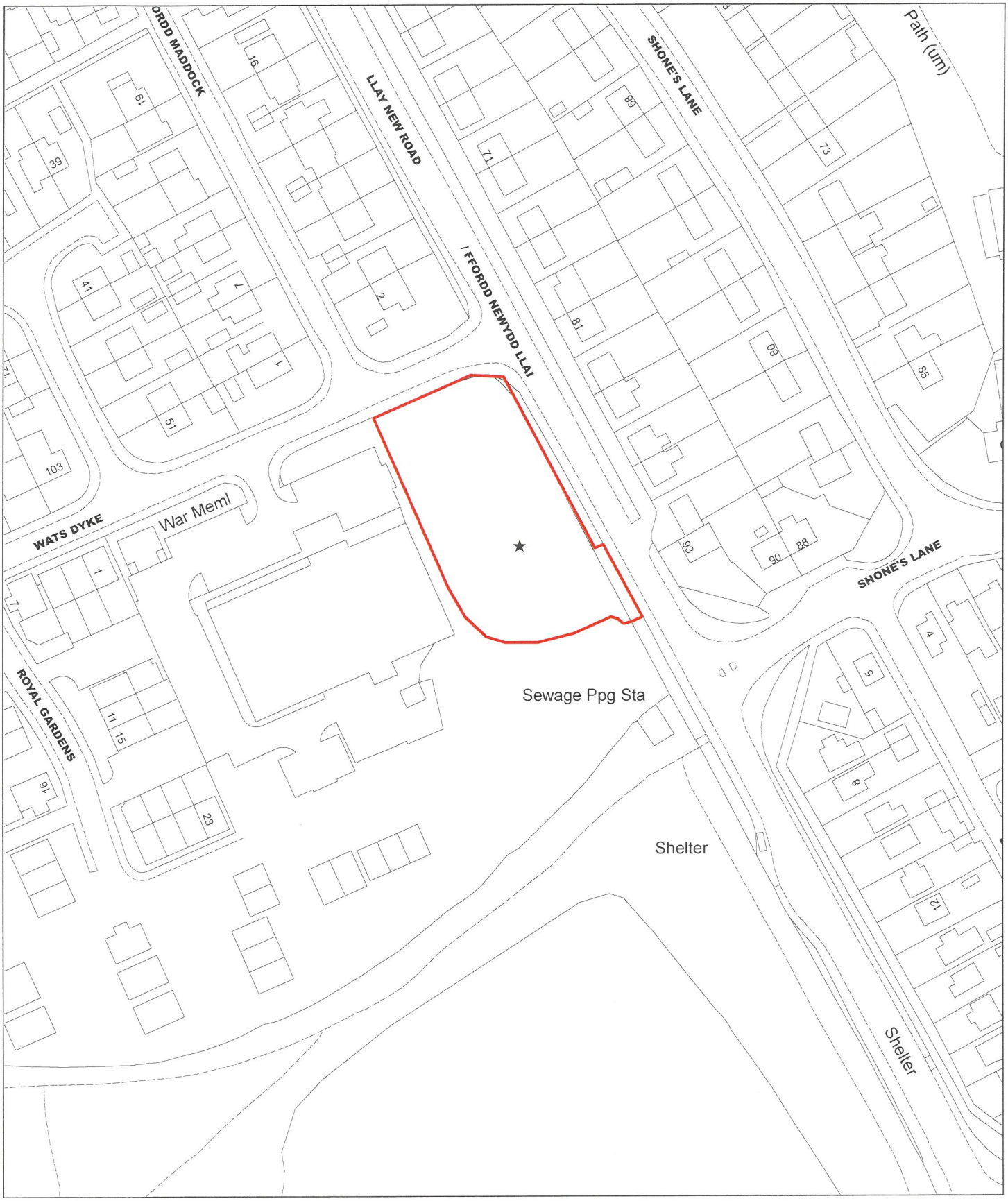
(3) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in accordance with the Fourth Schedule of this Agreement which provisions shall determine absolutely

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

FIRST SCHEDULE

DESCRIPTION OF THE SITE

Land on the north-east side of the Royal British Legion, Watts Dyke, Llay, Wrexham, LL12 0RL being the freehold land registered at HM Land Registry under title number CYM829676 and part of title number CYM896045 in the Owner's name and shown edged in red on the Plan



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HEAD OF ECONOMY AND PLANNING
PLANNING DEPARTMENT
LAMBPIT STREET
WREXHAM
LL11 1AR

22 SEPTEMBER 2025
SCALE 1: 1250
SJ3355

Town and Country Planning Act 1990
Section 106 Obligation

P/2024/1070
BRITISH LEGION SOCIAL CLUB
WATTS DYKE, LLAY
WREXHAM. LL12 0RL

SECOND SCHEDULE

Owner's Covenants – Primary Education Contribution and Secondary Education Contribution

1. Prior to the first Occupation of 3 of the Dwellings on the Development the Owner covenants with the Council to pay to the Council 33% of the Primary Education Contribution and 33% Secondary Education Contribution

2. Prior to the first Occupation of 6 of the Dwellings on the Development the Owner covenants with the Council to pay to the Council an additional 33% of the Primary Education Contribution and 33% Secondary Education Contribution

3. Prior to the first Occupation of 9 of the Dwellings on the Development the Owner covenants with the Council to pay the final 34% of the Primary Education Contribution and the final 34% Secondary Education Contribution towards the provision, improvement or extension of primary education facilities at the primary schools Park Primary, Llay and The Roft School, Marfod provided for by the Planning Permission and towards the provision, improvement or extension of secondary education facilities at the secondary school St Joseph's Catholic and Anglican High School in accordance with the following formulas:

Primary Education Contribution: -

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

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

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

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

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

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

Secondary Education Contribution: -

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

2 = No of Two+ bedroom apartments x £739.00 eight hundred and fifty-eight

3 = No of 2 bedroom Dwellings x £1293.00 One thousand four hundred and seventy one pounds

4 = No of 3 bedroom Dwellings x £3694.00 Two thousand eight hundred and nineteen pounds

5 = No of 4+ bedroom Dwellings x £5725.00 Three thousand eight hundred pounds

Total Secondary Education Contribution = the total of 1 and 2 and 3 and 4 and 5

4. For the avoidance of doubt it is acknowledged that the obligation to pay the Primary Education Contribution and Secondary Education Contribution are not conditional upon receiving any demand, request, invoice, or other communication from the Council

5. In the event that the Primary Education Contribution and Secondary Education Contribution are paid later than 12 (twelve) months from the Commencement of Development it shall be increased by the same percentage as the percentage increase in the all items figure of the Index of Retail Prices published two months before the date of payment when compared with the all items figure at the said Index in existence at the date of this Deed until the date of actual payment

THIRD SCHEDULE

Owner's Covenants – Playing Fields and Parks Contribution

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

FOURTH SCHEDULE
AFFORDABLE HOUSING

Part 1 - General Obligations

1. To design and construct the Affordable Housing Units (to comprise 25% (rounded down to the nearest whole number) of the total number of Dwellings on Site) in accordance with the Planning Permission.

2. Not to dispose of the Affordable Housing Units other than to an RSL by way of the Affordable Housing Disposal or to an Eligible Person by way of a Shared Ownership Disposal or a Shared Equity Disposal (as set out in the first paragraph 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. In the event that any of Plots 51, 52, 53, 57, 58 and 59 (as shown on drawing no. WDL-SAL-00-ZZ-DR-A-610 REV P13 at the Seventh Schedule) are disposed of or otherwise transferred to a RSL, the occupation of the said plots shall be restricted to Eligible Persons in accordance with Part 7 of this Schedule.

4. Give to the Council notice in writing of a disposal of its interest in any Affordable Housing Unit and its interest in any part of the Site (excluding Market Housing Units) occurring before all the obligations in this Deed have been discharged such notice to be given within 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 Site transferred.

5. Prior to Commencement of Development of a Dwelling Phase to provide the Council's Head of Housing and Economy the following details in so far as they are known for each Affordable Housing Unit within such Dwelling Phase:

5.1 postal address;

5.2 gross and net floor area;

5.3 anticipated practical completion date (subject to market conditions); and

5.4 plans indicating location, elevations and internal layout.

6. Following receipt of the decision letter confirming the grant of the Planning Permission to approach an RSL as soon as reasonably practicable and to pursue negotiations with all due diligence in order to comply with the obligations contained in this Deed 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.

7. 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.

8. Not to use any part of the Site on which the Affordable Housing Units are to be constructed for any purpose other than the provision of Affordable Housing in accordance with this Deed.

9. 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.

10. 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.

11. Not to allow the Occupation of more than 50% (fifty percent) of the Market Housing Units within any Dwelling Phase until the Affordable Housing Units within that Dwelling Phase have been constructed, are ready for Occupation and have been disposed of (or evidence has been provided to the Council that the Owner is actively marketing and has used reasonable endeavours to procure such disposals) by way of an Affordable Housing Disposal to an RSL and/or Shared Equity Disposals to Eligible Persons.

12. To enter a restriction on the title register of each of the Affordable Housing Units at the Land Registry in the following terms:

"no disposition of the Registered Estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of Schedule 4 of the Agreement dated [10 March] 2026 between Wrexham County Borough Council (1) and S G Estates Limited (2) have been complied with or does not apply"

13. On each Shared Equity Disposal and Shared Ownership Disposal the owner thereof shall pay to the Council or the RSL nominated by the Council a sum equivalent to 0.50% 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

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

15. No Social Rented Housing shall be:

15.1 let to or occupied by persons other than Eligible Persons; and

15.2 let other than as Social Rented Housing by way of an assured or assured short hold tenancy (or such statutory form of tenancy as may replace such forms of tenancies from time to time)(subject to the proviso set out in paragraph 2 of Part 1 of this Schedule).

Part 3 - Intermediate Rented Housing

16. 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.

17. No Intermediate Rented Housing shall be:

17.1 let to or occupied by persons other than Eligible Persons; and

17.2 let other than as Intermediate Rented Housing by way of an assured or assured short hold tenancy (or such statutory form of tenancy as may replace such forms of tenancies from time to time) (subject to the proviso set out in paragraph 2 of Part 1 of this Schedule).

Part 4 - Shared Ownership Housing

18. 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.

19. To procure that each Shared Ownership Disposal shall incorporate the following terms:

19.1 a right of pre-emption in favour of the Freeholder RSL; and

19.2 a covenant whereby a Shared Owner who wishes to dispose of their interest in the Shared Ownership Unit (and where the Freeholder RSL does not wish to exercise the right of pre-emption referred to in paragraph 19.1 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.

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

21. 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.

22. In the event that a Shared Owner wishes to dispose of their interest in a Shared Ownership Unit and such unit has been actively marketed for sale for a period of 20 weeks and no Eligible Person has exchanged unconditional contracts for the purchase of the said unit within that period Provided That:

22.1 such unit has been offered for sale pursuant to paragraph 19.1 above and to an RSL or RSLs nominated by the Council and such RSLs have not exchanged unconditional contracts to buy such unit within such period;

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

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

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

23. Following the sale of a Shared Ownership Unit on the open market pursuant to paragraph 22 above, the Shared Owner will remove the restriction set out at paragraph 11 of Part 1 above from the title of the Shared Ownership Unit at the Land Registry.

Part 5 - Shared Equity Housing Initial Sales

24. 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.

25. No Shared Equity Disposal shall be completed without the new Shared Equity Owner simultaneously entering into a Second Charge.

26. That upon first acquiring an interest in a Shared Equity Unit the Shared Equity Owner shall not borrow from any mortgagee nor charge a Shared Equity Unit under a First Charge for a sum in excess of 70% of the Market Value of the Shared Equity Unit without the consent of the Council or the Nominated RSL (as appropriate) providing that nothing in this paragraph shall prevent or prohibit a Shared Equity Owner from later increasing its borrowings from any mortgagee in order to discharge and secure release from the Second Charge.

27. Each Shared Equity Disposal shall contain a restriction whereby the Shared Equity Owner who wishes to dispose of their interest in the Shared Equity Unit shall be prevented from making that disposition other than in accordance with Part 6 of this Schedule.

28. In the event that the Shared Equity Unit is sold by a mortgagee in possession without the provisions of this Deed being binding upon it (pursuant to clause 6.10 hereof), the mortgagee shall, in so far as it is able to from the proceeds of sale of the Shared Equity Unit and in any event only after deduction of any monies owing to the mortgagee pursuant to the First Charge, pay to the Council or Nominated RSL as the Council may determine, the Redemption Money within one week of completion of the sale of the Shared Equity Unit and provide the Council's Head of Housing and Economy (or such other officer undertaking the duties of a chief housing officer) with an account of the amount due pursuant to this paragraph.

29. Not to let (other than by way of a Shared Equity Disposal) or sub-let the Shared Equity Unit.

30. The provisions of this Part of Schedule 3 shall only apply to the initial sale of Shared Equity which means the first disposal of the Shared Equity Housing Unit.

31. In the event that a Shared Equity Unit has been actively marketed for sale for a period of six months and no Eligible Person has exchanged unconditional contracts for the Shared Equity Unit within that period and no RSL has conditionally contracted to buy such units within such period then the Shared Equity Unit may be sold in the open market at Market Value free from the affordable housing restrictions contained in Schedule 3 of this Deed Provided That within two working days of legal completion of such sale, a payment of 30% of the sale proceeds (**Commuted Sum**) is paid to the Council by the Owner to be used for the provision of Affordable Housing within the Wrexham County Borough Council administrative area within five years of receipt Provided Further That where an Eligible Person or RSL has been identified as a potential purchaser of the Shared Equity Unit within the said six month period the Owners shall use reasonable endeavours to progress such sale and shall not dispose of the Shared Equity Unit in the open market unless such potential sale is not completed within a further 20 weeks.

32. The payment of the Commuted Sum is conditional upon that if at any time after the fifth anniversary of the receipt by the Council of the Commuted Sum at the Owner request then the Council will provide (subject to the Owner paying the Council's reasonable and proper expenses in connection with providing the same) written confirmation as to whether the whole or any part of the Commuted Sum has been expended or committed for expenditure in accordance with paragraph 31 above and in the event that the Council fails within 3 calendar months of such request to provide written confirmation that the whole of the Commuted Sum paid by the Owner to the Council pursuant to paragraph 31 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

33. 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.

34. That no Shared Equity Disposal shall be completed without the new Shared Equity Owner simultaneously entering into a Second Charge.

35. That upon first acquiring an interest in a Shared Equity Unit the Shared Equity Owner shall not borrow from any mortgagee nor charge a Shared Equity Unit under a First Charge for a sum in excess of 70% of the Market Value of the Shared Equity Unit without the consent of the Council or the Nominated RSL (as appropriate) providing that nothing in this paragraph shall prevent or prohibit a Shared Equity Owner from later increasing its borrowing from any mortgagee in order to discharge and secure release from the Second Charge.

36. No Shared Equity Owner shall transfer the Shared Equity Unit without first having notified the Council or its Nominated RSL (as appropriate) in writing of their intention to dispose of the Shared Equity Unit.

37. In the event that the Shared Equity Housing Unit is sold by a mortgagee in possession without the provisions of this Deed being binding upon it (pursuant to clause 6.10 hereof), the mortgagee shall, in so far as it is able to from the proceeds of sale of the Shared Equity Unit and in any event only after deduction of any monies owing to the mortgagee pursuant to the First Charge, pay to the Council or Nominated RSL (as appropriate), the Redemption Money within one week of completion of the sale of the Shared Equity Unit and provide the Council's Head of Housing and Public Protection (or such other officer undertaking the duties of a chief housing officer) with an account of the amount due pursuant to this paragraph.

38. Not to let (other than by way of a Shared Equity Disposal) or sub-let the Shared Equity Unit.

39. In the event that a Shared Equity Unit has been actively marketed for sale for a period of 20 weeks and no Eligible Person has exchanged unconditional contracts for the purchase of the Shared Equity Housing Unit within that period Provided That:

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

39.2 the Shared Equity Owner has reasonably demonstrated to the Council that it has acted in good faith in considering any offers from Eligible Persons; and

39.3 such unit has also been offered for sale to the Nominated RSL and any other RSL or RSLs put forward by the Council and that such RSL(s) have not exchanged unconditional contracts to buy such unit within such period

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

40. In the event that the Shared Equity Unit is sold on the open market pursuant to paragraph 39 the Shared Equity Owner shall pay the Redemption Money to the Council of the Nominated RSL (as appropriate) to redeem the Second Charge within two days of legal completion Provided That such funds received by the Council or the Nominated RSL (as appropriate) shall be used for the provision of Affordable Housing within the Wrexham County Borough Council administrative area as agreed between the Council and the nominated RSL within five years of receipt.

41. Following receipt by the Council or Nominated RSL of the Redemption Money in the circumstances set out in paragraphs 37, 39 or 42 hereof the owner of the Shared Equity Unit will remove the restriction set out at paragraph 11 of Part 1 above from the title of the Shared Equity Unit at the Land Registry.

42. 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.

43. It is acknowledged that where a Shared Equity Owner disposes of a Shared Equity Unit to an RSL pursuant to paragraph 39 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.

44. The provisions of this Part of Schedule 4 shall only apply to the sale of Shared Equity Housing after the initial sale.

Part 7 - Definition of an "Eligible Person"

45. An Eligible Person means a Person in Housing Need identified from the Low Cost Homes Ownership Register or the Council's housing waiting list (as appropriate) who:

45.1 has resided personally or who has had a Close Family Association in the Llay Community Council Area for a continuous period of one year immediately preceding the proposed Occupation of an Affordable Housing Unit; or

45.2 is in permanent full time employment at a location within the Llay Community Council Area and has been in such employment for a period of six months immediately preceding the proposed occupation of an Affordable Housing Unit; or

45.3 has previously resided in the Llay Community Council Area for a continuous period of five years; or

45.4 has previously had a Close Family Association in the Llay Community Council Area for a continuous period of five years; or

45.5 has previously been in employment in the Llay Community Council Area for a continuous period of five years.

46. Provided That if:

46.1 no person meeting the requirements in paragraph 45 above can be identified from the Low Cost Homes Ownership Register or the Council's housing waiting list (as appropriate); and

46.2 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 Llay Community Council Area shall be treated as if they included references to the Gwersyllt, Rosset and Gresford

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.

47. Provided Further That where no person who qualifies or who can be regarded as qualifying as an Eligible Person pursuant to paragraph 46 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 Llay 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.

48. 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"

49. Should the number of Affordable Housing Units provided within each Dwelling Phase result in a fraction of an Affordable Housing Unit then within 30 days of the date of first Occupation of the last Affordable Housing Unit within each Dwelling Phase the Affordable Housing Contribution for that Dwelling Phase shall be calculated by the Owner and notified in writing to the Council in accordance with the following formula:

D/N x Y = Affordable Housing Contribution

Where

D = total value of discount for Affordable Housing Units in each Dwelling Phase

N= total number of Affordable Housing Units in each Dwelling Phase

Y = The fraction of an Affordable Housing Unit which may occur as a result of the requirement for 25% of the Dwellings on Site to be Affordable Housing

50. Within 21 days of the amount of the Affordable Housing Contribution within each Dwelling Phase being notified to the Council the Owner shall pay the Affordable Housing Contribution to the Council PROVIDED THAT it is a condition of the payment of the Affordable Housing Contribution that such funds shall be used by the Council for the provision of Affordable Housing within the Wrexham County Borough Council

administrative area within 5 years of receipt and FURTHER PROVIDED THAT any part of the Affordable Housing Contribution that remains unspent by the Council after the period of 5 years from the date of receipt shall be refunded to the person that made the payment.

FIFTH SCHEDULE

Council's Covenants - Discharge of obligations

1. The Council covenants with the Owner to use the Primary and Secondary Education Contribution, the Playing Fields and Parks Contribution and the Affordable Housing Contribution 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 any of the Contributions made by the Owner to the Council under this Deed which have not been expended in accordance with the provisions of this Deed within ten 10 years and the ten 10 years shall commence from the date of receipt by the Council of the final payment in accordance with the provisions of this Deed hereto together with Interest from the date of the payment to the date of refund.

SIXTH SCHEDULE

Draft Planning Permission

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

wrexham
COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL
wrecsam

Applicant MR DAN ANDREWS

Reference P/2024/1070

Decision Date

Town and Country Planning Act, 1990

Location of Application

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

Description of Application

ADEILADU 9 ANNEDD A FFURFIO MYNEDFA NEWYDD I GERBYDAU

ERECTION OF 9 DWELLINGS AND FORMATION OF VEHICULAR ACCESS

In reaching this decision the Council has had regard to the following relevant policies: -

Development Plan Policies:

Future Wales Policy 20 - National Growth Area - Wrexham and Deeside

CLF 5 - Open Space Requirements from new Residential Developments
EC6 - Biodiversity Conservation
GDP 1- Development Objectives
H2 - Residential Development (of Unannotated Land) within Settlements
H7 - Affordable Housing
PS1 - Broad Location of Development
PS 11 - Biodiversity
PS2 - Broad Location of Development
PS 3 - Broad Location of Development
T8 - Parking

Revision	Date	Description of Decision
0		Planning permission issued

Particulars of decision : GRANTED subject to the following:-

Condition(s)

1. The development hereby permitted shall be commenced before the expiry of five years from the date of this permission.

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

wrexham
COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL
wrecsam

Applicant MR DAN ANDREWS

Reference P/2024/1070

Decision Date

2. The development shall only be carried out in strict accordance with the details shown on the following plan(s) and document(s):
   - Drawing No.103 Revision C Landscaping Scheme
   - Drawing no. 203 Revision B Planting Plan
   - Drawing No. WDL-SAL-00-ZZ-DR-A-610 Revision P13
   - SG Estate External Finishes Schedule 1012: The Poppies Phase 2
   - WDL-SAL-02-ZZ-M3-A_0735_AlynHandbook Document Revision P1
   - WDL-SAL-05-ZZ-M3-A_0936_ActonHanbook Document Revision P1
   - WDL-SAL-07-ZZ-M3-A_1202_BellvueHandbook Document Revision P1

3. No dwelling hereby permitted shall be occupied until an at-grade pedestrian crossing at point south of the existing junction of Watts Dyke and Llay New Road has been installed in accordance with a scheme that shall have first been submitted to and approved in writing by the Local Planning Authority.

4. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting (November to March) and seeding seasons (April to September) following the first occupation of any dwelling hereby permitted. Thereafter, any trees or hedgerows that die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with trees or hedgerow of the same species as the ones originally planted.

5. Notwithstanding the details shown on drawings Nos. 103 Revision C and 203 Revision B, within three months of commencement of development a specification for the Proposed Hedge shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the landscaping scheme shall be implemented in accordance with the approved specification and in accordance with the timetable specified in Condition 04.

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

wrexham
COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL
wrecsam

Applicant MR DAN ANDREWS

Reference P/2024/1070

Decision Date

6. Prior to the first occupation of each dwelling an Ibstock Sparrow and Starling Box shall be installed in accordance with details that shall have first been submitted to and approved in writing by the Local Planning Authority. The Sparrow and Starling Boxes shall thereafter be permanently retained.

7. Prior to first use of the development hereby permitted the vehicular access shall provide visibility splays of 2.4 metres x 25 metres in both directions measured to the nearside edge of the adjoining highway. Within these splays there shall be no obstruction in excess of 1 metre in height above the level of the nearside edge of the adjoining highway. The splays shall thereafter be permanently retained clear of any such obstruction to visibility.

8. The vehicular parking and turning areas as shown on drawing No. WDL-SAL-00-ZZ-DR-A-610 Revision P13 shall be fully laid out, surfaced and drained prior to first use of the development. This area shall thereafter be permanently retained and kept free of any obstruction, and made available solely for the parking of vehicles at all times.

9. Prior to the first occupation of each of the dwelling, a scheme of noise mitigation measures shall be implemented in accordance with a scheme of details that shall have first been submitted to and approved in writing by the Local Planning Authority. The measures shall thereafter be permanently retained.

10. Prior to first occupation of the dwellings hereby approved, a scheme to enable the provision of gigabit capable broadband infrastructure from the site boundary to the dwellings hereby permitted shall be implemented in accordance with details that shall have first been submitted to and approved in writing by the Local planning authority.

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

wrexham
COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL
wrecsam

Applicant MR DAN ANDREWS

Reference P/2024/1070

Decision Date

11. Prior to first occupation of any of the dwellings hereby approved, on-street parking restrictions shall be implemented on the south side of Watts Dyke to the east and west of the site access in accordance with a scheme of details that shall have been submitted to submitted to and approved in writing by the Local Planning Authority.

Reason(s)

1. To comply with Section 91(3) of the Town and Country Planning Act, 1990.

2. To comply with Section 91(3) of the Town and Country Planning Act, 1990.

3. To ensure a safe means of pedestrian access to the site and adjoining housing development and to support active travel opportunities in accordance with Policies DM1 and T2 of the Wrexham Local Development Plan.

4. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area and to ensure the development delivers net benefit to biodiversity in accordance with Policy GDP1 of the Wrexham Unitary Development Plan and paragraph 6.4.5 of Planning Policy Wales 12.

5. To ensure the development delivers net benefit to biodiversity in accordance with paragraph 6.4.5 of Planning Policy Wales 12.

6. To ensure the development delivers net benefit to biodiversity in accordance with paragraph 6.4.5 of Planning Policy Wales 12.

7. To ensure that adequate visibility is provided at the proposed point of access to the highway in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.

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

wrexham
COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL
wrecsam

Applicant MR DAN ANDREWS

Reference P/2024/1070

Decision Date

8. To provide for the parking and turning of vehicles clear of the highway and to ensure that reversing by vehicles into or from the highway is rendered unnecessary in the interest of traffic safety in accordance with Policies GDP1 and T8 of the Wrexham Unitary Development Plan.

9. In the interests of the amenities of the occupiers of the development in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.

10. To support the roll-out of digital communications infrastructure across Wales in accordance with Policy 13 of Future Wales.

11. In the interests of highway safety in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.

Note(s) to applicant

The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to the Coal Authority on 0345 762 6848. Further information is also available on the Coal Authority website at: www.gov.uk/government/organisations/the-coal-authority

Ian Jones

Prif Swyddog Dros Dro Yr Economi a Chynllunio
Interim Chief Officer Economy and Planning

Refer to Statement of Applicant's Rights and General Information on our planning web site at:-
Planning and building control | Wrexham County Borough Council

DRAFT

SEVENTH SCHEDULE

Drawing no. WDL-SAL-00-ZZ-DR-A-610 REV P13

EXECUTED as a DEED by affixing

THE COMMON SEAL of

WREXHAM COUNTY BOROUGH COUNCIL in the presence of:-

79/2d(a)

Chief Officer Governance and Customer

EXECUTED as a Deed by

S G ESTATES LIMITED acting by a

Director and its Secretary or two Directors:-

.....

Director

.....

Director/Secretary