

Ref: *Bryn Hyfryd*

Tir ac Eiddo LWH Land and Property CYF  
27 Penlan Street  
Pwllheli  
Gwynedd  
LL53 5DE

9<sup>th</sup> May 2025

Dear Sirs,

**Gwerthiant | Sale of Bryn Hyfryd Farm, Chwilog****Subject: Planning Permission for Y Gadlas****Please visit the local authority website for application: C11/0080/41/LL****Local Authority: Gwynedd Council**

Manylion y Cais			
Rhif y Cais:	C11/0080/41/LL	Dyddiad Derbyn:	31-01-2011
Math o Gais:	Cais Llawn	Dyddiad Dilys:	25-02-2011
Bwrriad:	CAIS I GADW ADEILAD FEL TY ANNEDD YNGHYD AG ADDASIADAU AC ESTYNIADAU / APPLICATION TO RETAIN BUILDING AS DWELLING HOUSE TOGETHER WITH ALTERATIONS AND EXTENSIONS	Dyddiad Dod i Ben:	22-04-2011
Ymgeisydd:	(Gwelir Ffurflen Gais / See Application Form)	Estyniad Amser:	No
Cyfeiriad:	Bryn Hyfryd, Chwilog, Pwllheli, Gwynedd, LL53 6SF	Estyniad Dyddiad Cau:	
Cyfeirnod Grid:	242854, 338540	Cytundeb Perfformiad	No
Ward:	Llanystumdwy	Cynllunio:	
Parish / Cymuned:	Llanystumdwy	Dyddiad Cau Cytundeb	
Swyddog:	Keira Sweenie	Perfformiad Cynllunio:	
Lefel Penderfyniad :	Dirprwyedig / Delegated	Dyddiad Pwyllgor	
Statws y Cais:	Penderfyniad Wedi'i Wneud	Arfaethedig :	
		Dyddiad Pwyllgor:	
		Dyddiad y Cyhoeddwyd	10-09-2012
		y Penderfyniad:	
		Penderfyniad:	Caniatawyd gyda Amodau
		Cyfeirnod Apêl:	
		Statws Apêl:	
		Apelio Penderfyniad	
		Allanol:	
		Apelio Dyddiad	
		Penderfyniad Allanol:	

**The 'Affordable Price' of the property is 35% less than the prevailing Open Market Value****If you are unsure of any aspect, please refer to a specialist or the Planning Authority.****Familiarise yourselves with C21/1240/41/AC, C18/1055/41/LL, C14/0113/41/AM and C25/0152/41/AC to be fully informed of the housing development on adjoining land.**

Yours Sincerely,

**LWH*****Tir ac Eiddo LWH Land and Property CYF******Prospective buyers are encouraged to seek their own professional advice on planning matters to address any inquiries they may have.***



I/TO:

J A JONES  
SYRFEWR SIARTREDIG-PRISIWR  
BRYN RHYDD  
CHWILOG  
PWLLHELI  
GWYNEDD  
LL53 6PT

Ymgeisydd/Applicant:

MR & MRS R W ROBERTS  
BRYN HYFRYD  
CHWILOG  
PWLLHELI  
LL536SF

(DECIL FACH)

Cais Rhif: C11/0080/41/LL  
Application Number:

Cofrestrwyd: 25/02/2011  
Registered:

**DEDDF CYNLLUNIO GWLAD A THREF 1990  
TOWN AND COUNTRY PLANNING ACT 1990**

**GORCHYMYN (DATBLYGU YN GYFFREDINOL A GANIASTEIR) CYNLLUNIO GWLAD A THREF 1995  
THE TOWN AND COUNTRY PLANNING (GENERAL PERMITTED DEVELOPMENT) ORDER 1995**

**GORCHYMYN (TREFNIADAETH DATBLYGU CYFFREDINOL) CYNLLUNIO GWLAD A THREF 1995  
THE TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE) ORDER 1995**

Mae'r Cyngor a enwir uchod, yr Awdurdod Cynllunio Lleol, trwy hyn yn **CANIATAU** y datblygiad a geisiwyd gennych, sef:

*The above named Council being the Local Planning Authority **HEREBY PERMIT** the development proposed by you, namely:*

Bwriad/Proposal      CAIS I GADW ADEILAD FEL TY ANNEDD YNGHYD AG ADDASIADAU AC ESTYNIADAU / APPLICATION TO RETAIN BUILDING AS DWELLING HOUSE TOGETHER WITH ALTERATIONS AND EXTENSIONS

Lleoliad/Location      Bryn Hyfryd, Chwilog, Pwllheli, LL536SF

yn unol â'r cais a'r cynlluniau a benderfynwyd ar 10/09/2012 yn ddarostyngedig i'r amod(au) a nodir trosodd:

*in accordance with the application and plans decided on 10/09/2012 subject to the condition(s) specified over :*

**RHEOLWR RHEOLAETH DATBLYGU / DEVELOPMENT MANAGEMENT MANAGER**  
ar ran Penmaeth Adran Rheoleiddio (Cynllunio, Trafnidiaeth a Gwarchod y Cyhoedd)  
on behalf of the Head of Regulatory Department (Planning, Transportation and Public Protection)

Dyddiad/Date      10/09/2012

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**MAE'N BWYSIG EICH BOD YN DARLEN Y NODIADAU ATODOL**  
**IT IS IMPORTANT THAT YOU SHOULD READ THE ATTACHED NOTES**

Cais Rhif: C11/0080/41/LL  
Application Number:

Tudalen/Page:1

Pwysig: Cymerwch sylw

Mae Cyngor Gwynedd yn monitro datblygiadau i sicrhau cydymffurfiaeth gydag amodau cynllunio. Gall peidio cydymffurfio ag amodau neu newidiadau heb caniatâd i'r cynlluniau a ganiatawyd, wneud y caniatâd yn annilys. Os nad ydych yn siwr cysylltwch â'r Awdurdod Cynllunio Lleol am gyngor.

Important: Take note

*Gwynedd Council monitors developments to ensure compliance with planning conditions. Non compliance with conditions or unauthorised variations to the approved plans could invalidate the consent hereby approved. If in doubt please contact the Local Planning Authority for advice.*

**Amodau/Conditions:**

1. Cwblheir y datblygiad a ganiateir drwy hyn yn llwyr unol â'r manylion a ddangosir ar gynllun(iau) rhif 1, 2 a gyflwynwyd i'r Awdurdod Cynllunio Lleol, ac a gynhwysir yn y ffurflen gais ac mewn unrhyw ddogfennau eraill gyda'r cais, os nad oes amod(au) sy'n ei diwygio wedi ei gynnwys ar y dyfarniad cynllunio hwn.

The development hereby permitted shall be carried out in strict conformity with the details shown on the plan(s) numbered 1, 2 submitted to the Local Planning Authority, and contained in the form of application and in any other documents accompanying such application unless condition(s) to amend them is/are included on this planning decision notice.

2. Ni chaniateir lleoli carafanau o fewn libart yr eiddo ar unrhyw adeg heb caniatâd ysgrifenedig yr Awdurdod Cynllunio Lleol.

No caravans shall be sited within the curtilage of the site at any time without the prior written consent of the Local Planning Authority.

3. Er gwaethaf darpariaethau Gorchymyn (Datblygu yn Gyffredinol a Ganiateir) 1995 (neu unrhyw Orchymyn sy'n diddymu ac yn ail ddeddfu'r Gorchymyn hwnnw gyda neu heb newidiad) nid oes dim yn Erthygl 3, neu yn Rhestr 2 i'r Gorchymyn a all weithredu fel ag y bo'n caniatau (o fewn yr ardal sy'n destun y caniatâd hwn) unrhyw ddatblygiad y cyfeirir ato yn Nosbarthiadau A, B, C, D, E, F, G a H o Ran 1 o'r Ail Atodlen ac ni wneir unrhyw ddatblygiad ar unrhyw amser o fewn i'r ardal honno heb fod caniatâd penodol wedi ei roi gan yr Awdurdod Cynllunio Lleol.

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order with or without modification) nothing in Article 3 of Schedule 2 to that Order shall operate so as to permit (within the area the subject of this permission) any development referred to in Classes A, B, C, D, E, F, G and H of Part 1 of the Second Schedule to the Order and no such development shall be carried out at any time within that area without the express grant of permission by the Local Planning Authority.

Y rhesymau am ddyfarniad y Cyngor i ganiatâu y datblygiad yn ddarostyngedig i'r amodau a nodwyd eisoes ydyw:

*The reasons for the Council's decision to grant permission for the development subject to compliance with the conditions specified are:*

1. Cydymffurfio a darpariaethau Deddfau Cynllunio Gwlad a Thref ac i sicrhau datblygiad boddhaol y safle,

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MAE'N BWYSIG EICH BOD YN DARLEN Y NODIADAU ATODOL  
IT IS IMPORTANT THAT YOU SHOULD READ THE ATTACHED NOTES



ac i ddiogelu mwynderau gweledol y cylch.

To comply with the provisions of the Town and Country Planning Acts and to ensure the satisfactory development of the site and to safeguard the visual amenities of the area.

2. Er mwyn sicrhau y datblygir y safle yn drefnus ac er mwyn gwarchod ei fwynderau gweledol.

To ensure orderly development of the site and to safeguard its visual amenities.

3. Er mwyn sicrhau y datblygir y safle yn drefnus ac er mwyn gwarchod ei fwynderau gweledol.

To ensure orderly development of the site and to safeguard its visual amenities.

Wrth ystyried y cais yma roedd yr Awdurdod Cynllunio Lleol o'r farn bod y polisiau a rhestrir isod yn berthnasol: Polisi B22, B23, B24, B25 C4, CH12 o Gynllun Datblygu Unedol Gwynedd 2001-2016.

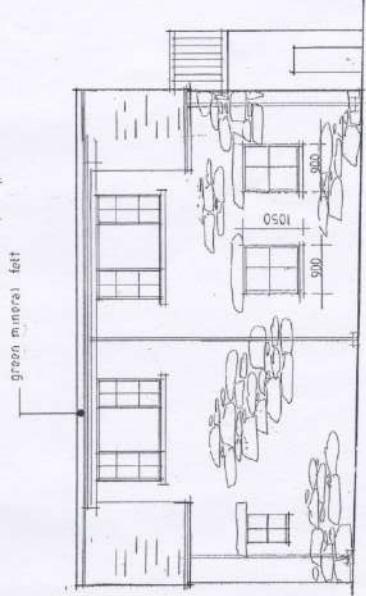
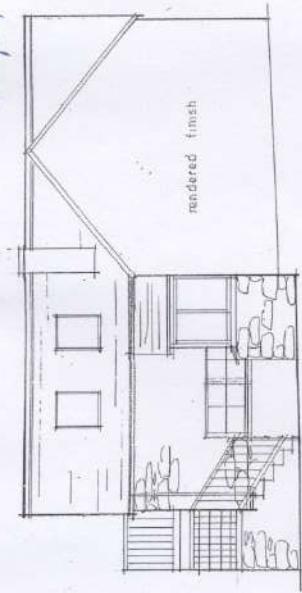
The Local Planning Authority is of the opinion that the policies listed below were relevant in the consideration of this application: Policy B22, B23, B24, B25 C4, CH12 of the Gwynedd Unitary Development Plan 2001-2016.

Os ydych angen cymorth pellach cysylltwch â Medi Davies ar 01758 704055  
If you require further assistance contact Medi Davies on 01758 704055

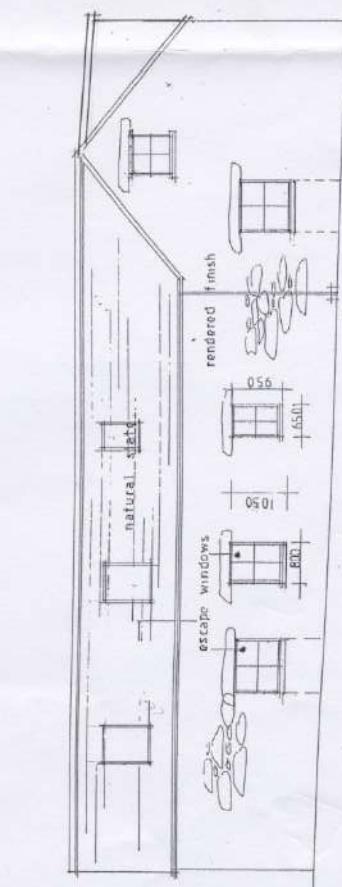
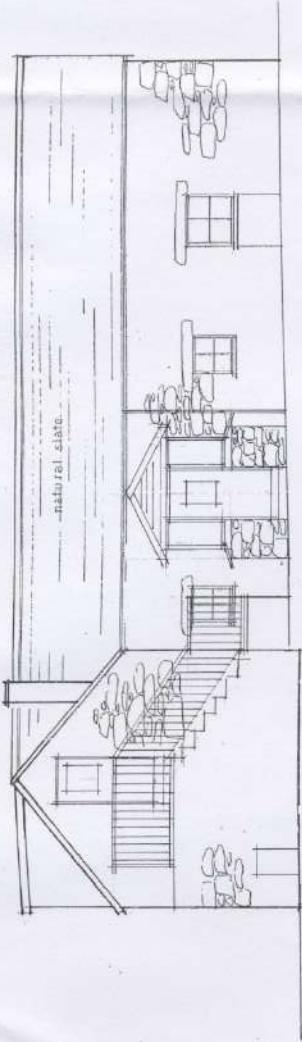
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MAE'N BWYSIG EICH BOD YN DARLEN Y NODIADAU ATODOL  
IT IS IMPORTANT THAT YOU SHOULD READ THE ATTACHED NOTES

C11/80/41/LC



31 JAN 2011  
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CWELEIRIADUR CYWLAU  
TRUSTAN CYWLAETH  
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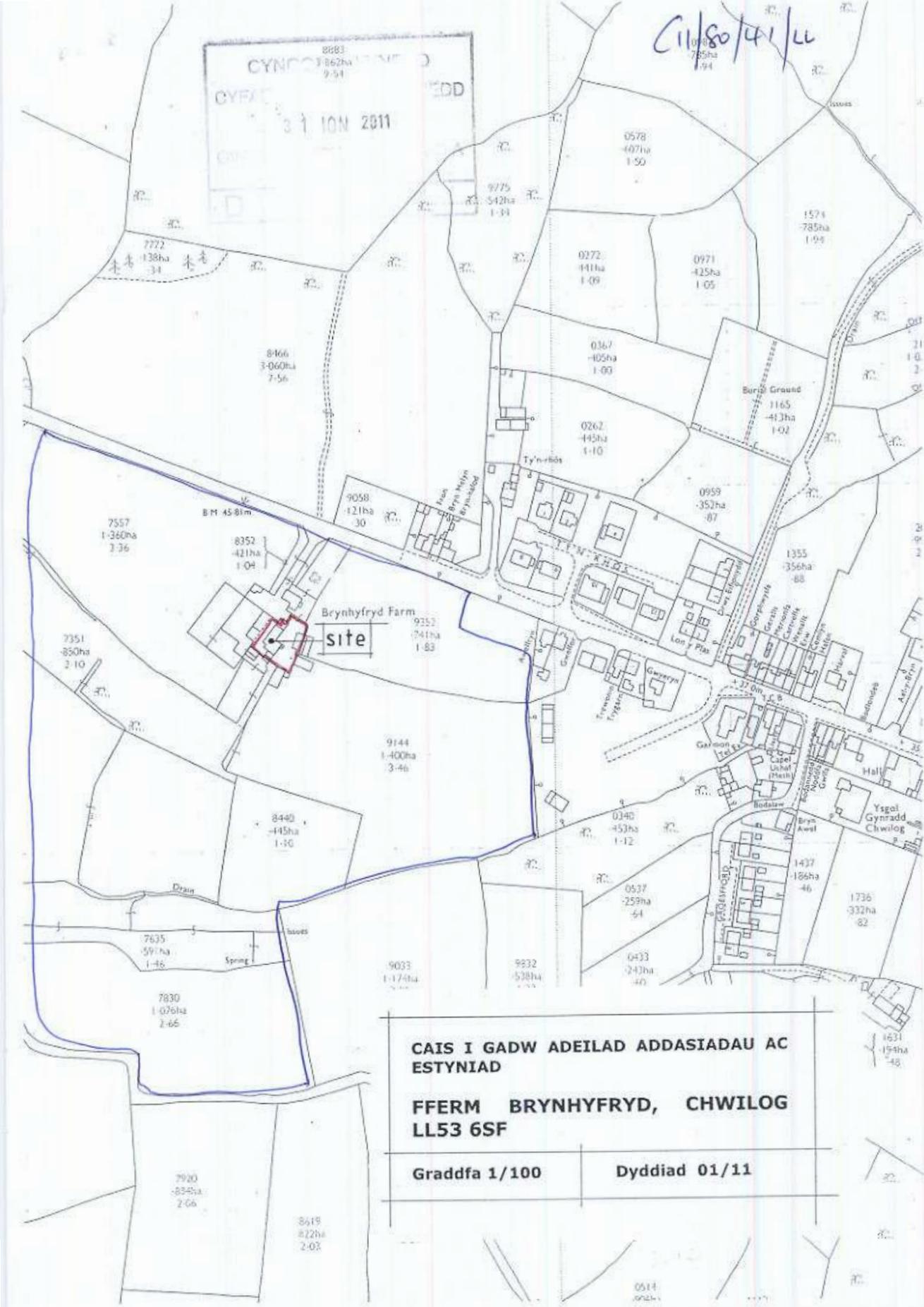
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**Crynodeb o'r Argymhelliaid:** CANIATAU GYDAG AMODAU

**Disgrifiad:** C11/0080/41/LL – Cadw adeilad fel tŷ annedd ynghyd ag addasiadau ac estyniadau.

**Polisiau Perthnasol:**

Mae Adran 38(6) o Ddeddf Cynllunio a Phrynu Gorfodol 2004 a pharagraff 2.1.2 Polisi Cynllunio Cymru yn pwysleisio y dylid penderfynu ceisiadau yn unol â'r Cynllun Datblygu, oni bai bod ystyriaeth materol cynllunio yn nodi fel arall. Mae ystyriaethau cynllunio yn cynnwys Polisi Cynllunio Cenedlaethol, a'r Cynllun Datblygu Unedol.

**Cynllun Datblygu Unedol Gwynedd 2009:**

**POLISI B22 - DYLUNIAD ADEILADAU**

Hyrwyddo dyluniad adeiladau da drwy sicrhau fod cynigion yn cydymffurfio â chyfres o feini prawf sy'n anelu i ddiogelu nodweddion a chymeriad cydnabyddedig y dirwedd a'r amgylchedd lleol.

**POLISI B23 - MWYNDERAU**

Diogelu mwynderau'r gymdogaeth leol drwy sicrhau bod rhaid i gynigion gydymffurfio â chyfres o feini prawf sy'n anelu i warchod nodweddion cydnabyddedig a mwynderau'r ardal leol.

**POLISI B24 - GWNEUD NEWIDIADAU AC YMESTYN ADEILAD O FEWN FFINIAU DATBLYGU, PENTREFI GWLEDIG A CHEFN GWLAD**

Sicrhau fod cynigion i wneud newidiadau neu ymestyn adeilad yn cydymffurfio â chyfres o feini prawf sy'n anelu i ddiogelu cymeriad a gwerth mwynderol yr ardal leol.

**POLISI B25 - DEUNYDDIAU ADEILADU**

Gwarchod cymeriad gweledol trwy sicrhau fod yn rhaid i ddeunyddiau adeiladu fod o safon uchel sy'n gweddu i gymeriad ac edrychiad yr ardal leol.

**POLISI C4 - ADDASU ADEILADAU I'W HAIL-DDEFNYDDIO**

Cymeradwyir cynigion i addasu adeiladau i'w haildefnyddio yn lle eu dymchwel os gellir cydymffurfio gyda meinu prawf penodol sy'n ymwneud ag addasrwydd yr adeilad, ystyriaethau gweledol, dyluniad ac effaith ar fywiogrwydd trefi a phentrefi cyfagos.

**POLISI CH12 - TROSI ADEILADAU O FEWN PENTREFI GWLEDIG AC YNG NGHEFN GWLAD AGORED AR GYFER DEFNYDD PRESWYL**

Caniatáu trosi adeilad i ddefnydd preswyl o fewn pentrefi gwledig a chefn gwlad os nad ellir sicrhau defnydd economaidd addas a gallu cwrdd â meinu prawf sy'n ymwneud ag angen lleol, fforddiadwyedd, ardrawiad ar gymeriad yr ardal a meddiannaeth y tŷ.

**POLISI CH33 - DIOGELWCH AR FFYRDD A STRYDOEDD**

Caniateir cynigion datblygu os gellir cydymffurfio gyda meinu prawf penodol sydd yn ymwneud a'r fynedfa gerbydau, safon y rhwydwaith ffyrdd presennol a mesurau tawelu traffig.

Canllaw Cynllunio Atodol: Cynllunio ar gyfer adeiladu'n gynaliadwy. Ebrill 2010

**Polisiau Cenedlaethol:**

Polisi Cynllunio Cymru, Argraffiad 4, Chwefror 2011.

## NCT12 – Mehefin (2009)

### **Hanes Cynllunio Perthnasol:**

C04D/0593/41/LL – Addasu ac ymestyn adeilad allanol yn dy annedd. Tynnwyd yn ol – 01/02/12

### **Ymgynghoriadau:**

Cyngor Cymuned/Tref:	Cefnogi
Asiantaeth yr amgylchedd:	Dim ymateb
Dwr Cymru:	Dim ymateb
Trafnidiaeth:	Dim ymateb
Ymgynghoriad Cyhoeddus:	Daeth y cyfnod cyhoeddusrwydd statudol i ben ar 31/03/11. Adeg ysgrifennu'r adroddiad ni dderbyniwyd unrhyw gwrthwnebiadau.

**Gwybodaeth Ychwanegol:** Dim

### **Ystyriaethau Cynllunio Perthnasol:**

#### **Egwyddor y datblygiad:**

Mae polisi C4 o'r Cynllun Datblygu Unedol Gwynedd yn caniatáu cynlluniau i addasu adeiladau i'w hail-ddefnyddio yn ddarostyngedig i gydymffurfio a meini prawf sy'n cynnwys sicrhau fod yr adeilad yn barhaol ac yn strwythurol gadarn a'i fod yn bosib ei addasu heb waith ailadeiladu sylweddol; fod yr adeilad yn addas ar gyfer y defnydd arfaethedig; fod y dyluniad yn parchu strwythur, ffurf a chymeriad yr adeilad gwreiddiol a'r ardal o'i gwmpas; sicrhau na fydd unrhyw adeiladau neu waith allanol ychwanegol yn achosi niwed arwyddocaol i ansawdd gweledol a chymeriad yr ardal o'i gwmpas; ac na fydd y datblygiad yn arwain at wasgaru gweithgareddau ar raddfa a fyddai'n niweidio bywiogrwydd trefi a phentreft. Yn yr achos yma, mae'r bwriad yn cydymffurfio a holl feini prawf y polisi uchod fel a ganlyn.

Mae polisi CH12 o'r Cynllun Datblygu Unedol Gwynedd yn gorfodi datblygwyr i ystyried defnydd economaidd ar gyfer unrhyw drosiad o fewn cefn gwlad agored yn y lle cyntaf. Ystyrir y safle yn anaddas ar gyfer nifer sylweddol o symudiadau traffig (yng nghysylltiedig a defnydd economaidd) o ganlyniad i ffactorau megis defnydd o'r trac, y briffordd a lleoliad cefn gwlad sydd ddim yn gynaliadwy. Ystyrir felly fod defnydd preswyl yn yr achos yma yn ddigon rhesymol.

Mae polisi CH12 o'r Cynllun Datblygu Unedol Gwynedd hefyd yn caniatáu trosi adeiladau o fewn pentrefi gwledig ac yng nghefn gwlad agored ar gyfer defnydd preswyl, yn ddarostyngedig i feini prawf penodol yn ymneud a phrofi angen lleol cymunedol am dy fforddiadwy, sicrhau na fydd y bwriad yn arwain at greu nifer sylweddol o unedau preswyl newydd a fyddai'n debygol o gael effaith niweidiol ar strwythur a chymeriad y gymuned, nac yn arwain at golli adnodd neu wasanaeth cymunedol. Mae'r ymgeisydd wedi arwyddo cytundeb 106 i sicrhau fod yr uned yn fforddiadwy. Mar cais felly yn cydymffurfio gyda polisi CH12.

#### **Lleoliad, Dyluniad ac Effaith Gweledol**

2. Mae polisiau B22 a B23 yn ystyriaeth ar gyfer yr agwedd hon o'r cais. Ystyrir na fydd y bwriad yn niweidiol i edrychiad y safle presennol nac yn amharu ar fwynderau gweledol yr ardal. Mae'r cais felly yn cydymffurfio a pholisiau B22 a B23.

### **Effaith ar fwynderau'r eiddo o'i gwmpas**

3. Ni dderbyniwyd llythyrau yn gwrthwynebu i'r cais yn dilyn y cyfnod ymgynghori statudol. Ni ystyrir y bydd y datblygiad yn cael effaith annerbyniol ar fwynderau'r tai yn yr ardal cyfagos. Mae'r cais felly yn cydymffurfio a pholisi B23 sy'n ymwneud yn benodol a mwynderau.

### **Casgliadau:**

Ystyrir fod y defnydd, dyluniad a'r deunyddiau arfaethedig yn dderbyniol ac na fyddant yn amharu ar gymeriad ac edrychiad yr ardal. Ystyriwyd pob ystyriaeth berthnasol wrth benderfynu ar y cais hwn, ond nid yw wedi newid yr argymhelliaid.

### **Argymhelliaid:**

Caniatáu – amodau –tynnu PD, dim carafannau a'r datblygiad yn cydymffurfio gyda cynlluniau a gymeradwywyd.

C11/80/41/LC

**Design and Access Statement  
in respect of planning permission  
for a dwelling conversion**

**at**

**Bryn Hyfryd, Chwilog**

**John Alun Jones MRICS.,  
Chartered Surveyor,  
Bryn Rhydd,  
Chwilog,  
Pwllheli,  
Gwynedd LL53 6PT**

**Tel: 01766 810619**

**24<sup>th</sup> February 2011**

## Bryn Hyfryd

**1.00 Introduction** - The application is for permission to retain an existing building as a dwelling house, including adaptations and extension thereto.

A previous application was made in 2004 for conversion of the subject building to a dwelling house, and, though that application was approved in principle, subject to a 106 Agreement, the Approval Notice was never issued because the 106 Agreement was never signed and finalised.

The conversion work to the building was completed in 2009 and the dwelling house has been occupied for over 12 months.

## **2.00 Environmental Sustainability**

a) Design Principles - The development consisted of converting traditional farm outbuildings to a dwelling. The original buildings were of random stone walls under a pitched roof with natural slate covering. The conversion has ensured that the building and its traditional features have been retained with as little changes/alterations as possible.

The building is set and well integrated amongst other farm buildings with minimal impact on the landscape setting, biodiversity and local environment.

Though it is not subject to the recently adopted Code level 3 standards for new dwellings, a high energy efficiency rating has been achieved by good standard of insulation and with all of the outside walls having been lined internally with blockwork.

All the materials used are traditional and sustainable and resilient as are the building standards. Plastic windows have been used in place of timber for economic and for maintenance reasons. These are particularly efficient in eliminating draughts, which is an important consideration in terms of energy conservation.

The property is served by mains water and a high proportion of the waste generated is recycled via the Council's collection service.

b) Appraisal of physical social economic policy

The physical character was predetermined and has been largely retained unaltered. The former outbuilding was effectively redundant and its conversion to a dwelling has meant that it sustains a family that can contribute to the social and economic life of the community. Conversion of such building conforms with current planning policy subject to certain criteria.

c) Account in relation to proposed use have been taken to retain the traditional characteristics of the building with very few alterations to

the outward appearance of the building except for the addition of the front porch and roof dormers.

The development complies with current policy and has social and economic benefits to the occupier and community at large.

### **3.00 Movement to and from within the development**

The development has resulted in little or no increase in movement to and from the site. Previously, two generations of the family lived in the adjacent farmhouse but the two generations now live apart since the conversion was completed. There is therefore no intensification of use of the existing roadway and access with no resulting social or economic impact.

### **4.00 Character**

The scale of the development was predetermined as the conversion has been carried out within the original walls, except for the new porch and the layout/footprint has not altered, neither has there been a significant change in appearance.

Landscaping - As the conversion is located within the farmyard complex and virtually surrounded by buildings, there was little scope for landscaping.

### **5.00 Community Safety**

The public/community at large has no access to the site, therefore the development has no social or economic implications upon community safety.

### **6.00 Access**

The design considerations have had regard to access issues. The dwelling fronts onto a concrete yard with direct vehicular access to and from the highway. A level access threshold means that persons with physical disabilities can readily enter the house if confined to a wheelchair and circulation within the ground floor is accommodating to able bodied and disabled persons alike.

Signed:

John Alun Jones MRICS

Dated: 24<sup>th</sup> February 2011

**THIS DEED** is made the 18<sup>th</sup> day of June Two thousand and twelve  
**BETWEEN GWYNEDD COUNCIL** of Council Offices Caernarfon Gwynedd ("the Council") of the first part and **ROBERT WYNNE ROBERTS and ELIZABETH ELLEN ROBERTS** of Bryn Hyfryd, Chwilog, Pwllhleu, Gwynedd ("the Owner") of the second part and **HSBC BANK PLC** whose registered office is situate at 8 Canada Square, London E14 5HQ ("the Mortgagee") of the third part

**WHEREAS:-**

- (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 Red Land
- (3) The Mortgagee is the mortgagee of the Red Land under a Legal Charge dated the 18<sup>th</sup> day of February 1983
- (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 have resolved to grant the Planning Permission subject to the prior completion of this Deed.

**NOW THIS DEED** is made pursuant to Section 106 of the Act and is a planning obligation for the purposes of that Section and all other statutory authorities and **WITNESSES** as follows:-

**1 Definitions**

The following definitions apply to the interpretation of this Agreement: -

- 1.1 "**the Act**" means the Town & Country Planning Act 1990 (as amended)
- 1.2 "**Affordable**" means that the proportion of the Qualifying Person's net disposable income together with their spouse or partner's net disposable income (that is gross wage/salary less income tax and national insurance payments) including Benefits entitlement used to

meet the mortgage, rent or rent/mortgage should not exceed 30%.

- 1.3 **"Affordable Dwelling"** means the single dwelling on the Red Land
- 1.4 **"Affordable Price"** means the price that is at a discount of at least 35% less than the prevailing Open Market Value.
- 1.5 **"Affordable Housing Restriction"** means one of the affordable housing restrictions described in the Third Schedule.
- 1.6 **"Affordable Rent"** means a level of rent inclusive of all service charges which does not exceed the level of rent and service charges paid by tenants of Registered Social Landlords for equivalent properties in the Community Council Area where the Development Site is situated or the nearest Community Council area where such properties are located.
- 1.7 **"Application"** means the application for full Planning Permission dated 25<sup>th</sup> January 2011 (Ref: No C11/0080/41/LL) to convert an agricultural building into a dwelling on the Red Land
- 1.8 **"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 by the Owner its successors in title and assigns other than (for the purposes of this deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, the erection of any temporary means of enclosure, temporary display of site notices or advertisements or any Flood alleviation works on the Red Land.
- 1.9 **"Community Council Area"** means the area of the Community Council in which the Red Land is sited.
- 1.10 **"The County"** means the administrative County of Gwynedd as at the 31<sup>st</sup> of March 1996.
- 1.11 **"the Deed"** means this Deed

1.12 “**Development**” means the development of the Red Land in accordance with the Planning Permission and the “Development Site” shall be construed accordingly

1.13 “**Disposal**” means a transfer of the freehold or leasehold title to an Affordable Dwelling or the grant of a lease or tenancy of an Affordable Dwelling

1.14 “**Dwelling**” means any of the dwellings referred to in the Application and which are, at the date of this Deed, to be constructed on the Red Land and includes houses, bungalows, flats, maisonettes, any other unit of residential accommodation, any land forming the curtilage of such unit of accommodation and any garage or other structure which may be attached to, or sold with, such unit of accommodation.

1.15 “**Family Member**” means a member of the family of a Qualifying Person and is either:-

1.15.1 the spouse of the Qualifying Person, or that person and the Qualifying Person live together as husband and wife; or

1.15.2 the Qualifying Person's parent, grandparent, child, grandchild, brother, sister, forming part of the Qualifying Person's household and is dependant on the Qualifying Person. And for the purposes of this definition a relationship by marriage shall be treated as a relationship by blood, a relationship of the half-blood shall be treated as a relationship of the whole-blood, the stepchild of a Qualifying Person shall be treated as their child and an illegitimate child shall be treated as the legitimate child of their mother and reputed father.

1.16 “**Initial Qualifying Person**” means: a Local Person who is considered in the reasonable opinion of the Council to be in Local Housing Need

1.17 “**Interest**” means interest at 3% above the base lending rate of Barclays Bank plc from time to time

1.18 “**Local Area**” means the dependency catchment area for Llyn in which the Red Land is sited and the Community Councils adjoining the catchment area. The area is shown edged blue on plan “B” annexed hereto.

1.19 “**Local Person**” means

- (a) a person who has lived or worked in the Local Area where the Red Land is to be sited or in the adjacent Community Council area, for a continuous period of five years immediately before submitting the application or occupying the property or
- (b) a person who resides outside the Local Area but who has lived within the Local Area for a continuous period of five years or more in the past, or
- (c) A person who resides outside the Local Area but who has lived there in the past for a total of five years including a continuous period of three years or more within a period of twenty years.

1.20 “**Local Housing Need**” means a Local Person who meets the Need Criteria and one of the Qualifying Criteria;

1.21 “**Mortgagee in Possession**” means a person or body which has entered into a mortgage in respect of an Affordable Dwelling constructed on the Development Site and has taken action following a default by the borrower in respect of the repayment due under that mortgage and shall include any receiver appointed by such mortgagee

1.22 “**Need Criteria**” means Local Persons who are unable to be able to meet their housing needs in the existing local housing market without some assistance in so much that the members of the household or proposed household must together have insufficient income and capital to purchase a house on the open market in the Local Area.

1.23 “**Plan A and Plan B**” means the plans marked A and B respectively and annexed to this Deed

1.24 “**Planning Permission**” means the grant of full planning permission to be issued by the Council pursuant to the Application

1.25 “**Open Market Value**” means the best price at which the Affordable Dwelling to be valued would have been disposed of unconditionally for cash consideration assuming

1.25.1 a willing seller;

1.25.2 that prior to the date of valuation there has been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the Affordable Dwelling;

1.25.3 that both parties to the transaction had acted knowledgably, prudently and without compulsion;

1.25.4 that the property was not subject to the provisions of this Deed or any restrictive covenant relating to affordable housing; and

1.25.5 Vacant possession was available on completion

PROVIDED THAT such Open Market Value shall be agreed in writing between Owner and the Council and in default of such agreement shall be determined in accordance with the provisions of clause 8 of this Deed

1.26 “**Qualifying Criteria**” means Local Persons;

1.26.1 who do not own a house and who are establishing a new home, or

1.26.2 who do not own a house and who are leaving rented accommodation where they have been living for at least two years, or

1.26.3 People who own a house but require a new dwelling to meet genuine need e.g. house too small for the family or dwelling deemed to be sub-standard condition by the Council and

where it can be proven that the present home cannot be converted in an acceptable way, or suitably upgraded, to meet those needs and the owners cannot purchase a house from existing stock.

- 1.27 **“Qualifying Person”** means an Initial Qualifying Person or a Secondary Qualifying Person.
- 1.28 **“the Red Land”** means the land shown edged red on Plan A and more particularly described in the First Schedule
- 1.29 **“Secondary Qualifying Person”** means a person who is considered, in the reasonable opinion of the Council, to be in Local Housing Need outside of the Local Area but within the County, who has
  - a) lived or worked in the County where the Red Land is to be sited for a continuous period of five years immediately before submitting the application or occupying the property or
  - b) a person who resides outside the County but who has lived within the County for a continuous period of five years or more in the past, or
  - c) A person who resides outside the County but who has lived there in the past for a total of five years including a continuous period of three years or more within a period of twenty years.

## 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 as 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 any deriving title through or under that party and in respect of the Council the successors to their respective statutory function

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

### **4      CONDITIONALITY**

- 4.1 This Deed is conditional upon
  - 4.1.1 the grant of the Planning Permission
  - 4.1.2 the Commencement of the Development

Save for the provisions of clauses 7.1, 13 and 14 legal costs clause jurisdiction and delivery clauses and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

## **5 OWNER'S COVENANTS**

The Owner Covenants with the Council as set out in the Second and Third Schedules

## **6 THE COUNCIL'S COVENANTS**

The Council Covenants with the Owner as set out in the Fourth 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 £250

7.2 The Owner shall pay the Council's or its Nominee reasonable and proper legal, administrative and valuation costs in connection with any of the procedures in the Third Schedule hereof.

7.3 This Agreement is a local land charge and shall be registered as such.

7.4 The Owner hereby consents to the Council applying to the Land Registrar for a restriction to be entered in the proprietorship register of title number \*\*\*\*\* with regard to the obligations set out in this Agreement in the following terms:

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by Cyngor Gwynedd Council of Shirehall Street, Caernarfon, Gwynedd””

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

7.6 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 the Head of Regulatory Services or such other Council officer as shall have been appointed by the Council for that purpose

- 7.7 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.
- 7.8 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.9 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.
- 7.10 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.11 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 Development Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.12 Nothing in this Deed shall prohibit or limit the right to develop any part of the Development Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.13 The Mortgagee hereby consents to the Owner entering into this Deed

and acknowledges that this agreement binds the Red Land. The Mortgagee shall only be liable for any breach of this agreement if it has itself caused the breach whilst mortgagee in possession. It shall not be liable for any pre-existing breach.

**8 ARBITRATION**

Any dispute or difference arising between the parties shall be referred to the decision of a sole arbitrator to be agreed upon by the parties or in default of agreement to an arbitrator to be appointed at the request of either of them by or on behalf of the President for the time being of the Law Society such arbitrator to act in accordance with the Arbitration Act 1996 and his fees shall be within his award

**9 WAIVER**

No waiver (whether expressed or implied) by the Council 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 from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

**10 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 Red Land 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 Red Land or unit of occupation purchased by reference to a plan and/or description PROVIDED THAT this clause shall not apply in respect of a transfer or grant of a Lease of a Dwelling which is not an Affordable Dwelling or the grant of a lease of a unit in the Development to a business tenant

**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.

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

**FIRST SCHEDULE**

**Description of the Red Land**

ALL THAT Bryn Hyfryd, Chwilog, Pwllheli, Gwynedd shown for the purpose of identification only edged red on Plan A and more particularly comprised in the Land Registry Title Number \*\*\*\*\*

## SECOND SCHEDULE

### Affordable dwelling Sales Procedure

#### 1 Disposals by way of sale to Qualifying Persons

- 1.1 If a Dwelling subject to an Affordable Housing Restriction is to be sold or leased the Owner must notify the Council (or its Nominee) in writing of any such intention and obtain the Council's prior written consent to such a disposal.
- 1.2 If neither the Council, nor a body nominated by the Council, agree to purchase or rent the Affordable Dwelling within 8 weeks of notification as referred to in paragraph 1.1, then the Owner can proceed to market the property to be sold at the Affordable Price, or to be rented at the Affordable Rent, to an Initial Qualifying Person.
- 1.3 The Owner will inform the Council or its Nominee in writing of potential purchasers of the Affordable Dwelling. Such notification shall be supported by sufficient evidence to enable the Council or its Nominee to determine whether the proposed purchasers are eligible. The Council or its Nominee will within 28 days of such notification notify the Owner's solicitor whether the Council is satisfied or not that the proposed potential purchasers of the Affordable Dwelling are Qualifying Persons. If the potential purchasers are eligible then the Council or its Nominee will give permission to the Owner to sell the Affordable Dwelling to such purchaser or purchasers in accordance with this Schedule.
- 1.4 If the Affordable Dwelling has been adequately and properly marketed in the Local Area and has not, within a period of three consecutive months, been made the subject of an offer to purchase at the Affordable Price by an Initial Qualifying Person, then it may be offered for sale and disposed

of at the Affordable Price to a Secondary Qualifying Person, subject to the owner complying with paragraph 1.1 and 1.3 of this Schedule.

- 1.5 If after a further consecutive period of three months the property has been adequately marketed and has not been made the subject of an offer to purchase at the affordable price by any person(s) meeting neither the Initial or Secondary Qualifying Person criteria, the Owner may apply to the Council to vary the definition of Secondary Qualifying Person to include a wider geographical area than the County
- 1.6 If sold under the provisions of paragraph 1.5, the Council, in giving its consent, would require that the restrictions as to who may occupy, and the sale price, will still apply to subsequent occupants of the Dwelling in question.
- 1.7 Notwithstanding the operation of paragraphs 1.4 to 1.6 of this Schedule any subsequent Disposal of an Affordable Dwelling shall comply with the whole of the Sales Procedure as if the said transaction were an initial Disposal of an Affordable Dwelling.
- 1.8 Where the Owner seeks to rely upon the provisions of either paragraph 1.5 or 1.6 then, in addition to providing the information required as to the identity of the potential Qualifying Person, the Owner must provide such documentary and other evidence as to the marketing of and expressions of interest in the Affordable Dwelling as the Council or its nominee may reasonably require.

## 2. Letting Procedure

- 2.1 If a house subject to an Affordable Housing Restriction is to be

let the Owner, the Owner must ensure that any tenant or tenants of an Affordable Dwelling are Qualifying Persons in accordance with the terms of this Deed. If the potential tenant or tenants are eligible then the Owner may let the Affordable Dwelling to such tenant or tenants in accordance with this Schedule.

2.2 Save as set out below the Affordable Dwelling may only be let to an Initial Qualifying Person.

2.3 If the Affordable Dwelling has been adequately and properly marketed and has not, within a period of six weeks, been made the subject of an offer to rent at the Affordable Rent by an Initial Qualifying Person, then it can be offered to let at the Affordable Rent to a Secondary Qualifying Person.

2.4 If after a further consecutive period of six weeks the Affordable Dwelling has been adequately and properly marketed and has not been made the subject of an offer to rent at the Affordable Rent by either an Initial or Secondary Qualifying Person, the Owner may apply to the Council to vary the Definition of Secondary Qualifying Person to include a wider geographical area than the County

2.5 Notwithstanding the operation of paragraphs 2.3. and 2.4 of this Section of the Agreement the subsequent occupation and disposal of the Affordable Dwelling shall comply with the Third Schedule of this Agreement as if the said transaction were an initial Disposal of the Affordable Dwelling.

### **3 Sale by Mortgagee In Possession of a Qualifying Person**

In the case of all Affordable Dwellings developed if a Qualifying Person defaults on their mortgage and the Mortgagee in Possession "takes possession" or assumes control of the property (directly or through an agent) that Mortgagee in Possession shall be bound by and adhere to the following procedures:

- 3.1 The Mortgagee in Possession shall immediately inform the Council in writing that it has taken possession or assumed control of the Affordable Dwelling.
- 3.2 The Mortgagee in Possession shall first offer to sell the Affordable Dwelling to the Council or its nominee at the Affordable Price.
- 3.3 If after a period of 12 weeks (from the date that the Mortgagee notifies the Council in accordance with 3.2 above) neither the Council, or its Nominee, have agreed to purchase or rent the Affordable Dwelling, the Mortgagee (or its agent) can dispose of the Affordable Dwelling for sale at the Open Market Value and to any purchaser free from qualifying restrictions but subject to payment (after recouping first the mortgage debt and costs) by the Mortgagee in Possession to the Council of all the difference between the sale price and the Affordable Price (subject to the sale price exceeding the Affordable Price) which sum the Council will use towards the provision of affordable dwelling(s) elsewhere in the Local Area.
- 3.4 Following completion of the sale by the Mortgagee in Possession and payment to the Council in accordance with clause 3.3 of this Schedule the Council shall remove the provisions of this Agreement from the local land charges register in connection with the Red Land and if required to do so consent to the removal of the Restriction registered at Land Registry.

## **THIRD SCHEDULE**

### **Owner's Covenants – Affordable Housing Restrictions**

#### **1 Affordable Dwelling Construction**

The Owner covenants with the Council that:

- 1.1 The Owner will (in the construction of the Affordable Dwellings) construct and complete each Affordable Dwelling to a standard fit for human habitation in a good and workmanlike manner in accordance with the Planning Permissions and the relevant Building Regulations applying at the time of construction..

#### **2 Affordable Housing Restrictions and Sales Procedure**

The Owner covenants with the Council that:

- 2.1 The Affordable Dwelling shall not be occupied other than as the sole residence of a Qualifying Person and of any Family Member
- 2.2 The Affordable Dwelling shall not be the subject of a Disposal other than in accordance with the Sales Procedure set out in the Second Schedule and at the Affordable Price or Affordable Rent.
- 2.3 No document giving effect to a Disposal shall at any time be executed unless it contains a covenant in favour of the Council and under Section 33 Local Government (Miscellaneous Provisions) Act 1972 for the purchaser of an Affordable Dwelling to comply with the terms of this Deed and an obligation to ensure that any subsequent Disposal is in compliance with the Sales Procedure set out in the Second Schedule.
- 2.4 The legal owner for the time being of the Affordable Dwelling shall provide at their own expense such documentation as the Council or its nominee shall in any case reasonably require evidencing that the occupier or proposed occupier of any Affordable Dwelling at any time is complying or will comply with the covenants in paragraphs 2.1 and 2.4 above

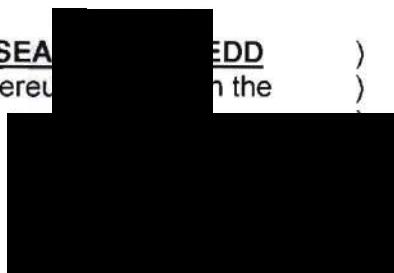
- 2.5 The legal owner for the time being of the Affordable Dwelling shall pay the Council's or its nominee's reasonable legal, administrative (which includes but is not limited to all costs in relation to assessing as to whether any person is eligible in accordance with the terms of this agreement) and valuation costs in connection with any of the procedures required by the Sales Procedure set out in the Second Schedule

## **FOURTH SCHEDULE**

### **Council's Covenants**

- 1 The Council **HEREBY APPROVES** the development of the Red Land for the purposes of Part III of the Act and in accordance with the Development shown on the Application and **HEREBY COVENANTS** with The Owner that immediately upon the execution of this Deed by the parties hereto it will issue the Planning Permission

**THE COMMON SEA COUNCIL** was hereunto present in the presence of:-



Authorised Signatory

**SIGNED as a DEED** by the said  
**ROBERT WYNNE ROBERTS**  
in the presence of:-

LLOFNED X

ENW X

CYFERIAD X

T  
T  
T

GAWENIGAETH X

**SIGNED as a DEED** by the said  
**ELIZABETH ELLEN ROBERTS**  
in the presence of:-

ELR

X

T  
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T

GAWENIGAETH X

**IN WITNESS WHEREOF** this document which is intended to take effect as a Deed has been duly executed by the authorised Official of the Bank as Attorney of the Bank the day and year first above written

**SIGNED AND DELIVERED**

BY

Paul Lawrence Brown



Attorney of HSBC  
Bank plc

In the Presence of:

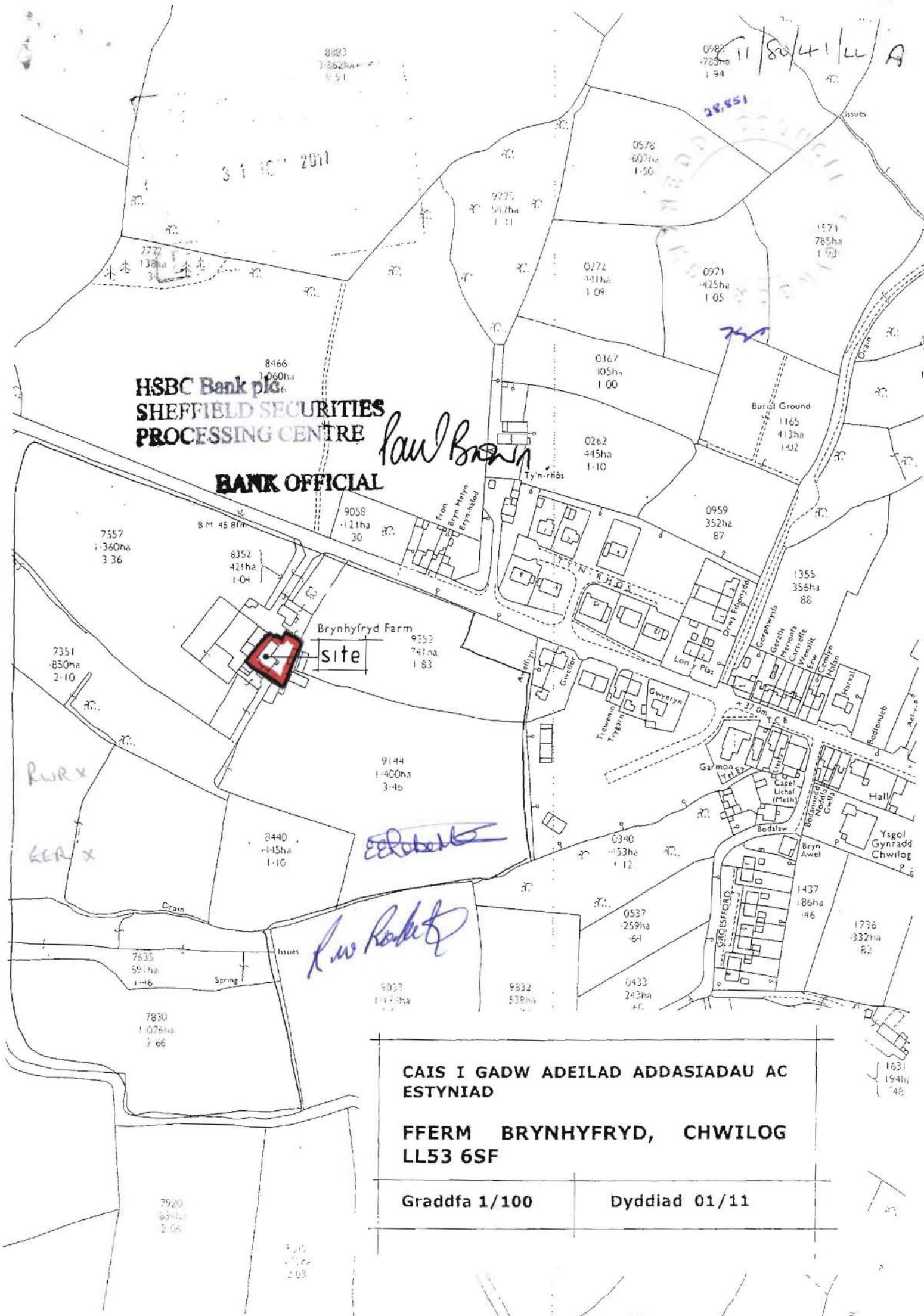
Witness:

Craig Lee Dymond  
HSBC Bank plc  
SHEFFIELD SECURITIES  
PROCESSING CENTRE

BANK OFFICIAL

Address

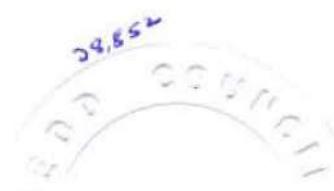
Occupation



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2001



Cymunedau Gwynedd  
Gwynedd Communities

**Dalgylch Llyn Catchment**

CYNGOR GWYNEDD COUNCIL

and

ROBERT WYNNE ROBERTS

and

ELIZABETH ELLEN ROBERTS

and

HSBC BANK PLC

CYTUNDEB/AGREEMENT

Section 106, Town and Country Planning Act, 1990

**Relating to: Proposed development on Land at Bryn Hyfryd, Chwilog,**

**Pwllhlei, Gwynedd**

Ref: CAT-1717 RG1

Dilys Ann Phillips  
Pennaeth Democratiaeth a Chyfreithiol/  
Head of Democracy and Legal,  
Swyddfeydd y Cyngor/Council Offices,  
**CAERNARFON,**  
Gwynedd,  
LL55 1SH.