

DEED OF GIFT FOR A COMMUNITY BENEFIT LEGACY FUND - ALAW MÔN SOLAR FARM (WYFLA)

February 2024.

A draft Deed of Gift for a Community Benefit Legacy Fund has been prepared on behalf of Wylfa Green Limited (“The Applicant”) to sit alongside a Development of National Significance (DNS) application to the Welsh Ministers for the proposed installation of a solar farm, with a generating capacity of approximately 160 Mega-Watts (MW), and energy storage facility with associated infrastructure, works and access (“the Proposed Development”) on land the west of the B5112 and land located 415 m to the south of Llyn Alaw, 500 m to the east of the small hamlet of Llantrisant, and 1.5 km to the west of the village of Llannerch-y-Medd, Anglesey (“the Site”). The Site is located within the administrative area of the Isle of Anglesey County Council (IACC), with the DNS application to be made to Planning and Environment Decisions Wales (PEDW).

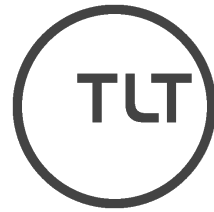
The Deed of Gift is not part of the DNS application. The Deed of Gift is a voluntary community benefit being put forward by the Applicant and is not a mechanism required to make the proposed acceptable in planning terms. It is to be secured on a voluntary basis outside of planning considerations.

As part of the community benefits associated with the application, the Applicant is proposing a Community Benefit Legacy Fund, that would be paid annually for the lifetime of the development. Depending on the governance and structure of the Community Legacy Benefit Fund, the annual payment based on a 160 MW Solar Farm (at £200 per MW installed) would be approximately £32,000 per annum, this would equate to approximately £1,280,000 over the lifetime of the project (40 years).

The Applicant has held discussions with three parties, the two Community Councils which host the Alaw Môn Solar Farm scheme and Mentor Môn a social enterprise that delivers projects and services across North West Wales, all of whom have indicated they would be willing and able to manage the Community Legacy Benefit Fund of the Alaw Môn Solar Farm scheme. The two Community Councils would expect to manage the fund jointly. These parties are:

- (1) Llanerchymedd Community Council;
- (2) Tref Alaw Community Council; and
- (3) Mentor Môn/Ynni Cymunedol Môn.

The Applicant has committed to progressing the Deed of Gift ahead of construction of Alaw Môn Solar Farm so to deliver community benefits associated with the application. The governance, structure and beneficiary of the Community Legacy Benefit Fund will be determined.



Community Legacy Benefit Fund Deed - **DRAFT**

relating to the solar and energy
storage project on land west of the
B5112, 415m south of Llyn Alaw,
500m east of Llantrisant and 1.5km
west of Llannerch-y-Medd,
Anglesey

- (1) Wylfa Green Limited
- (2) [BENEFICIARY]

Dated 2024

DRAFT

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This deed is made the _____ day of _____ 2024

Between:

- (1) **Wylfa Green Limited** a company incorporated and registered in England and Wales with company number 12726341 whose registered office is Ropemaker Place, 28 Ropemaker Street, London, United Kingdom, EC2Y 9HD (the **Developer**); and
- (2) **[BENEFICIARY]**

Background:

- (A) The Developer has submitted the Planning Application to the Council
- (B) Subject to grant of Planning Permission and the terms of this Deed the Developer proposes to pay the Annual Community Legacy Benefit to the [BENEFICIARY] for the Community Purposes

1 Definitions and interpretation

1.1 In this deed, unless the context otherwise requires, the following words have the following meanings:

Act	the Town and Country Planning Act 1990 (as amended)
Annual Community Legacy Benefit	shall be calculated as follows: £ 200 (two-hundred) x Installed Capacity in MWp x Indexation
Annual Payment Date	the date the Annual Community Legacy Benefit is due to be paid in accordance with clause 3.3
Application	the application for the Project on the Site
Commencement of Development	the lawful implementation of the Planning Permission by the carrying out of any material operation pursuant to the permission as defined by section 56(4) of the TCPA 1990 and Commenced shall be construed accordingly
Community Purposes	purposes that serve the common good of the people residing in or near to the [BENEFICIARY] from time to time the identification of which shall be at the sole discretion of the [BENEFICIARY] either together or independently
CPI	means the consumer price index (or such equivalent replacement index) as published by the Office for National Statistics (or such equivalent replacement government entity)
Energisation Date	the date that electricity generated by the Project is first commercially exported to the grid

Expiry Date	the expiry date of the lawfully Commenced Planning Permission (which in any case shall be no longer than 40 (forty) years from the Energisation Date)
First Payment Date	means the date the Annual Community Legacy Benefit is first paid in accordance with clause 3.1
Indexation	<p>Indexation = A/B</p> <p>Where:</p> <p>A is the CPI on the month two months before the month that the Annual Community Legacy Benefit is payable</p> <p>B is the CPI on the month of the Energisation Date</p>
Installed Capacity	the capacity of the solar farm part of the Project installed on land within the [BENEFICIARY] administrative area in accordance with the Planning Permission as measured in megawatts peak (MWp)
Local Planning Authority (LPA)	Isle of Anglesey County Council
Plan	drawing reference [●] appended to this Deed at Appendix A
Planning Permission	planning permission reference [●] granted by the LPA or the Welsh Minister on [●] for the installation of the Project on the Site
Project	means the solar farm and energy storage facility with associated infrastructure, works and access as approved by the Planning Permission
Site	the land [●] as shown outlined in red on the Plan
VAT	value added tax or any equivalent tax chargeable in the UK
Welsh Minister	means the Welsh government minister responsible for the determination of the Application
Working Day	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

1.2 In this deed, unless the context otherwise requires:

- 1.2.1 any reference to a statute or a provision of a statute shall be construed as a reference to that statute or provisions as amended, re-enacted or extended at the relevant time;
- 1.2.2 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;

- 1.2.3 any reference to the singular shall include the plural and vice versa;
- 1.2.4 any reference to the masculine gender shall include the feminine and neuter and vice versa;
- 1.2.5 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of this agreement;
- 1.2.6 where any party comprises two or more persons, any obligations of that party in, under or arising from this agreement is undertaken by or binding upon such two or more persons jointly and severally;
- 1.2.7 references to any party to this agreement include its successors-in-title and permitted assignees
- 1.2.8 any reference to the Council shall include the successors to its respective statutory functions;
- 1.2.9 references to numbered clauses, schedules or paragraphs are references to the relevant clauses or schedules in this agreement or the relevant paragraph of this agreement respectively;
- 1.2.10 any reference to **written** or **writing** includes faxes but not email or other transitory forms;
- 1.2.11 references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court official or any legal concept, state of affairs or thing shall in respect of any jurisdiction other than England be deemed to include that which most approximates in that jurisdiction to the English legal term;
- 1.2.12 references to times of the day are to London time and references to a day are to a period of 24 hours commencing at midnight at the start of the day;
- 1.2.13 any document expressed to be in the agreed form or in the agreed terms means a document in a form approved by (and for the purposes of identification signed or initialled by or on behalf of) the parties to this agreement.

2 Legal effect

- 2.1 This Deed shall come into effect on here before first written.
- 2.2 This Deed shall cease to have effect and shall determine absolutely in the event:
 - 2.2.1 the Planning Permission is quashed by the courts; or
 - 2.2.2 the Planning Permission is revoked; or
 - 2.2.3 the Planning Permission expires without the development approved by the Planning Permission having been lawfully Commenced.

3 Community Benefit Contributions

- 3.1 The Developer agrees to pay the first Annual Community Legacy Benefit to the [BENEFICIARY] within 10 (ten) Working Days from the later of:
 - 3.1.1 the Energisation Date; or
 - 3.1.2 the date the conditions set out in clause 3.2 are satisfied.
- 3.2 The conditions referred to in clause 3.1.2 are that the [BENEFICIARY] has notified the Developer of its bank account details for the purposes of receiving the Annual Community Legacy Benefit.

- 3.3 The Developer shall thereafter pay the Annual Community Legacy Benefit to the [BENEFICIARY] on each anniversary of the First Payment Date until the Expiry Date PROVIDED THAT on the Annual Payment Date there are 180 days or more until the Expiry Date.
- 3.4 The [BENEFICIARY] agree to use the Annual Community Legacy Benefit for Community Purposes.

4 Termination

- 4.1 This Deed shall terminate and shall have no further effect:
 - 4.1.1 on the day following the date that the final Annual Community Legacy Benefit has been paid in accordance with clause 3.3; or
 - 4.1.2 one (1) year from and including the Energisation Date if the conditions set out in clause 3.2 are not satisfied.

5 Disputes

- 5.1 Any dispute, controversy or claim arising out of or relating to this Deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:
 - 5.1.1 the tribunal shall consist of one (1) arbitrator appointed jointly by the parties;
 - 5.1.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
 - 5.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
 - 5.1.4 the seat of the arbitration shall be London.

6 VAT

- 6.1 No VAT shall be payable on any payment made by the Developer under this Deed.
- 6.2 In the event that VAT is due on any payment made by the Developer under this Deed it shall be deemed to have been paid as part of that payment.

7 Third party rights

- 7.1 A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

8 Governing law

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

In witness this deed has been executed and delivered on the date appearing at the top of page 1.

Executed as a deed by)
Wylfa Green Limited)
 acting by [] , a director,))
 in the presence of)

Witness signature

Witness name

Witness address

Witness occupation

Signed as a deed by)
[BENEFICIARY])
acting by [], chairperson,))
in the presence of)

Witness signature

Witness name

Witness address

Witness occupation

Appendix A

Plan