

SCHEDULE 5

LINK ROAD

Part 1

The Owner covenants with the Council:-

1. Provided that the Council has complied with paragraph 1 of Part 2 of this Schedule 5 no more than 250 Dwellings shall be Occupied until the Link Road has been constructed to the Initial Standard
2. On completion of the Link Road to the Initial Standard the Owner covenants to allow so far as it is reasonably able to do so the public to pass and repass at all times on foot, cycles and for all purposes with and without vehicles (but without dedicating any part of it as public highway and subject always to the Owner being able to close any part of the Link Road as is reasonably necessary to carry out the Adoption Works and/or reasonably necessary to construct the remaining part of the Development pursuant to the Planning Permission) until the Link Road is formally adopted as public highway maintainable at the public expense by the Council.
3. The Owner covenants with the Council to construct the Link Road to an adoptable standard as soon as reasonably practicable (allowing for construction activity that is taking place on the Site) following completion of the Link Road to the Initial Standard and completion of the Section 38 Agreement.

Part 2

The Council covenants with the Owner:-

1. That within 12 months of the grant of the Planning Permission (or such shorter period as may be agreed in writing between the Owner and the Council) it will serve the Link Road Route Notice
2. The Council covenants with the Owner that upon a request being made by the Owner, it will supply the Owner with a draft Section 38 Agreement, reasonably negotiate the Section 38 Agreement with the Owner and thereafter at the request of the Owner complete the same with the Owner.
3. The Council covenants with the Owner that in accordance with paragraph 3 of Part 3 of this Schedule the Council shall provide to the Owner as soon as reasonably practicable after receipt of a request from the Owner the confirmation therein referred to the effect that after the dedication therein referred to it shall adopt the Spine Road Link as public highway maintainable at the public expense.

Part 3

The Owner covenants with the Council:-

1. To pay to the Council the Spine Road Link Contribution prior to the Occupation of 300 Dwellings
2. To allow the Council reasonable access and use of the Spine Road Link Area for the Council to construct the Spine Road Link subject to Supervision and further PROVIDED THAT:
 - 2.1 the person exercising any such right shall first provide to the Owner of the Spine Road Link Area full details (including route and working areas) of and method statement for the proposed works and shall obtain the consent of the said Owner in writing to such details and method statement (such consent not to be unreasonably withheld or delayed) before commencing such work and shall give reasonable prior notice in writing of commencement of such works;
 - 2.2 the person exercising such right pays the Owner's reasonable costs of Supervision in advance;
 - 2.3 the proposed works shall not in any way prejudice the construction, design, or use, amenity or enjoyment of the Development including without limitation the Dwellings and all garden and other external areas in respect of Dwellings;
 - 2.4 all necessary statutory consents and agreements for such construction and for the adoption thereof shall have first been obtained;
 - 2.5 the person exercising any such right shall cause as little damage, disturbance and inconvenience as reasonably practicable and shall carry out any works only at reasonable times of the day as expeditiously as possible and forthwith make good all damage caused to the Spine Road Link Area or pay compensation where the damage cannot be made good;
 - 2.6 any such works and connections shall not be made in, under or over any part of the Spine Road Link Area upon which and any works in relation to Services are to be carried out.
3. To dedicate upon request the Spine Road Link constructed by the Council within the Spine Road Link Area as highway upon a written legal undertaking from the Council that it will immediately after such dedication adopt the Spine Road Link as public highway maintainable at the public expense.

SCHEDULE 6

THE ECOLOGICAL MANAGEMENT PLAN

1. In the event that an Ecological Area for a Dwelling Phase is identified as being required as a result of any scheme submitted to and approved in writing by the Council in accordance with the conditions of the Planning Permission, the Owner covenants with the Council as follows:
 - 1.1 To comply with the approved Ecological Management Plan in perpetuity from the date of its approval.
 - 1.2 Not to allow any of the Dwellings within the first Dwelling Phase to be Occupied until the Ecological Management Entity Details have been submitted to and approved in writing by the Council.
 - 1.3 Where the Owner has submitted the details required under paragraph 1.2 of this Schedule but the Council has refused to approve or has otherwise failed to approve such details within 4 months of submission the Owner may refer the dispute at any time thereafter to the Expert in accordance with clause 11 hereof and upon any such reference to the Expert paragraph 1.2 of this Schedule 6 shall no longer be enforceable but once the Ecological Management Entity Details have been determined by the Expert they shall be the Ecological Management Entity Details for the purposes of this Agreement.
 - 1.4 To procure that the Ecological Area within a Dwelling Phase is transferred to and subsequently managed and maintained by the Ecological Management Entity in accordance with the approved Ecological Management Plan.
 - 1.5 Not to allow the Occupation of more than 75% of the Dwellings in a Dwelling Phase until the Ecological Area for that Dwelling Phase is transferred to the Ecological Management Entity.

SCHEDULE 7

Council's Covenants

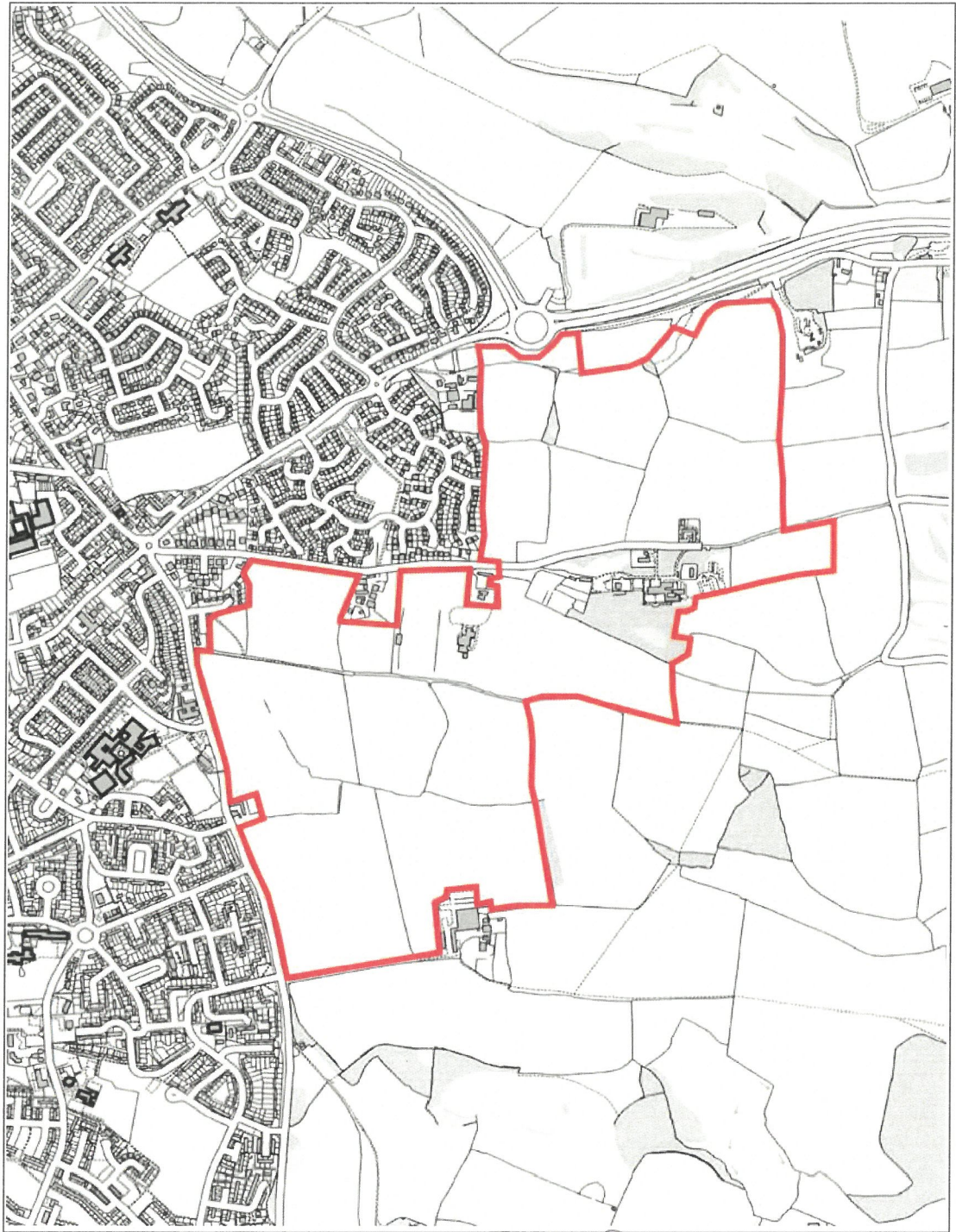
The Council hereby covenants with the Owner as follows:

1. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
2. Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith on the written request of the Owner mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed.
3. The Council will hold any sums payable under this Deed in an interest-bearing account and at the end of ten (10) years from the date of receiving the payment the Council shall repay to the person who made the payment all money in that account which has not been spent on the intended purpose as specified in this Deed.

SCHEDULE 8

PLANS

1. The KSS2 Site plan
2. The Land Ownership Plan – 23774/01
3. Link Road Route Plan - BW/S106/01
4. Spine Road Link Area - BW/S106/SPLA



Truske { x JPB 6
x Susan McKeayton }

[Signature]

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

EXECUTED as a DEED by affixing

THE COMMON SEAL of

WREXHAM COUNTY BOROUGH COUNCIL



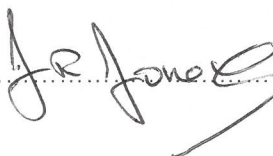
Chief Officer Governance and Customer



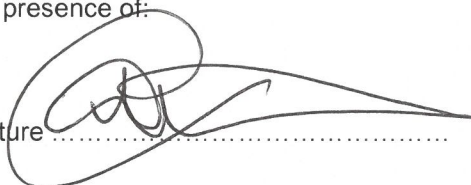
EXECUTED as a Deed by

JOHN RAYMOND JONES

in the presence of:



Signature



Name

Warren Hadlow

Address

The old Benney, Central Road
Wrexham

Occupation

Company Director

Insert names

SIGNED as a Deed on behalf of the

WREXHAM (PAROCHIAL) EDUCATIONAL

FOUNDATION by *x* Rev Jonathan Smith

x *JP Smith*
.....
TRUSTEE

and *>* Rev Susan May Huyton

> *Susan May Huyton*
.....
TRUSTEE

two of the Trustees under an authority conferred

pursuant to Section 333 of the Charities Act 2011

in the presence of:

Signature *D. Spalding*
.....

Name *David Spalding*
.....

Address *2 Vicar, Ware, Chesh*
.....

Occupation *vicar*
.....