

**Planning Obligation by Deed of Agreement
under Section 106 of the Town and Country
Planning Act 1990**
relating to Land South of Berse Road, Caego,
Wrexham, LL11 6TP

Dated : 25 October

2024

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

ANDREW MICHAEL FITZHUGH AND TRISTAM EDMUND FITZHUGH (2)

and

ADRA (TAI) CYFYNGEDIG (3)

Linda Roberts Chief Officer Governance and Customer

Guildhall

Wrexham

LL11 1AY

Ref: LH/2543068

DATE 25 october 2024

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY ("Council")
- (2) **ANDREW MICHAEL FITZHUGH** of 83c Long Beach View, Eastbourne BN23 5NB and **TRISTAM EDMUND FITZHUGH** of 24 Cavendish Road East, Nottingham NG7 1BB ("the Owners")
- (3) **ADRA (TAI) CYFYNGEDIG** a charitable Registered Society with registration number 30776R) of Ty Coch, Llys y Dderwen, Parc Menai, Bangor LL57 4BL ("the Developer")

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 Owners are the registered proprietors of the Site
- (3) The Developer has an interest in the Site (and additional land) in the form of a land agreement with the Owners dated 16 December 2022
- (4) The Developer 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
- (5) The Council resolved on 2nd September 2024 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 |
| "Application" | means the application for full planning permission dated 29/03/2023 submitted to the |

Council for the Development and allocated
reference number P/2023/0221

"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
"Development"	means the development of the Site consisting as set out in the Application
"Dwellings"	means the residential units (including houses, flats or maisonettes) permitted as part of the Development
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics
"Interest"	interest at 5 per cent above the base lending rate of the Barclays Bank Plc from time to time
"Occupation"	the physical use of land or buildings permitted by the Planning Permission but not including occupation by personnel engaged in construction or fitting out, or occupation for marketing and display, or occupation in relation to security operations and Occupy , Occupied and Occupier shall be construed accordingly.
"Plan A"	means the plan exhibited in the First Schedule

"Planning Permission"	means the draft full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Fifth Schedule.
"POS Scheme"	means the scheme relating to the implementation and management of the Public Open Space submitted to and approved in writing by the Council pursuant to planning condition 9 in the Planning Permission
"POS Transfer"	means a transfer of the Public Open Space to a Residents Management Company
"Public Open Space"	means the areas of public open space trees hard and soft landscaping planted features driveways parking areas on the Development in accordance with the Planning Permission
"Primary Education Contribution"	means the sum to be paid by the Owners to the Council in accordance with the provisions of the Second Schedule of this deed and to be expended by the Council towards the provision, improvement or extension of primary education facilities within the Bryn Alyn Cluster provided for by the Planning Permission and calculated using the following formula: 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 houses x £1471.00 One thousand four hundred and seventy one pounds D = No of 3 bedroom houses x £2819.00 Two thousand eight hundred and nineteen pounds E = No of 4+ bedroom houses x £3800.00 Three thousand eight hundred pounds Primary Education Contribution = the total of A and B and C and D and E

"Residents Management Company" means a registered company limited by guarantee that has been formed for the purposes of maintaining the Public Open Space and for complying with and carrying out the requirements of the POS Scheme

"Secondary Education Contribution"

means the sum to be paid by the Owners to the Council in accordance with the provisions of the Second Schedule of this deed and to be expended by the Council towards the project to deliver additional English medium education at the secondary school Ysgol Clywedog and calculated using the following formula:

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 seven hundred and thirty nine pounds

3 = No of 2 bedroom houses x £1293.00 One thousand two hundred and ninety three pounds

4 = No of 3 bedroom houses x £3694.00 Three thousand six hundred and ninety four pounds

5 = No of 4+ bedroom houses x £5725.00 Five thousand seven hundred and twenty five pounds

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

Site

the land described in the First Schedule

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

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 Schedule and the Third Schedule.

6 THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner/Developer as set out in the Fourth Schedule.

7 MISCELLANEOUS

- 7.1 The Developer 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 – Planning and Economy 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 or administrators or receivers.

- 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.

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 written notice of any change in ownership of any of its interests in the Site (as soon as reasonably practicable following such change) 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 to vary the effect of this clause, 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 INDEMNITY

The Developer shall indemnify the Owner for any expenses or liability arising to them in respect of breach by the Developer of any obligations contained in this Agreement or of any breach by the Developer of the Owner's Covenants once the Owner has parted with it's entire interest in the Site

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 South of Berse Road, Caego, Wrexham, LL11 6TP being part of the land registered at HM Land Registry under title number CYM418992 shown edged in red on Plan A.

SECOND SCHEDULE

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

1. Prior to the first Occupation of 15 of Dwellings on the Development the Owners 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 31 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 47 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% of the Secondary Education Contribution
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 or any part are paid later than 12 (twelve) months from the Commencement of Development the sum(s) due 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

Part 1

Public Open Space

1. Subject to paragraph 2 of Part 1 of this Schedule, the Owner shall comply with paragraphs 3 - 8 of Part 1 of this Schedule.
2. In the event that the Owner intends to cease the management and maintenance of the Public Open Space it shall notify in writing the Council of such intention whereupon the provisions of Part 2 of this Schedule shall apply and the obligations on the Owner at paragraphs 3 – 8 of Part 1 of this Schedule shall cease to apply on completion of the POS Transfer.
3. On the first disposal of each Dwelling (other than a charge) to require the purchasers thereof and their successors in title give covenants for the benefit of the owner from time to time of the Public Open Space that shall take effect in the event that the provisions of Part 2 of this Schedule apply to:
 - (a) become members of the Residents Management Company; and
 - (b) pay to the Residents Management Company a fair and reasonable proportion of the outgoings of the Residents Management Company incurred in complying with the relevant obligations of this Schedule; and
 - (c) procure a deed of covenant from each subsequent disponee (other than where the disposal is a charge) on the same terms as this paragraph 3 and to procure that a restriction is entered on the Proprietorship Register of all individual Dwellings in the following form:

“No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 3 of Part 1 of the Third Schedule of an Agreement dated 25 October 2024]
made between Wrexham County Borough Council (1) Andrew Michael

Fitzhugh and Tristram Edmund Fitzhugh (2) and Adra (Tai) Cyfyngedig (3) have been complied with"

4. The Owner may require that all Dwellings contribute a fair and reasonable proportion of the outgoings of the Owner (including management costs) incurred in complying with the relevant obligations in Part 1 of this Schedule and if the Owner does not, it will ensure that it is fully responsible for all outgoings In complying with this Schedule.
5. The Owner will observe and perform the provisions of the POS Scheme and (for the duration of the POS Scheme) monitor and review it at least every 5 years and to obtain the approval of the Council to any amendments thereto so as to ensure that they remain appropriate and relevant over time
6. The Owner will plant lay out and construct the Public Open Space in accordance with the POS Scheme the Planning Permission and this Agreement
7. The Owner will comply with the POS Scheme and to maintain and manage the Public Open Space in accordance with the POS Scheme (for the duration of such POS Scheme), the Planning Permission and this Agreement
8. The Owner will not use the Public Open Space for any purpose whatsoever other than as public open space for the benefit of the Development being landscaped and open grassed areas nor cause permit or allow any structures other than play equipment in accordance with the Planning Permission or other obstructions whatsoever to be erected within the Public Open Space or deposit any waste or alter ground levels or light fires within the Public Open Space

Part 2

Residents Management Company

- 1 Where the provisions of paragraph 2 of Part 1 of this Schedule apply, the Owner shall incorporate the Residents Management Company provided that prior to incorporation, the proposed articles of association of the Residents Management Company have been submitted to and approved in writing by the Council
- 2 The Owner will submit to the Council the articles of association and certificate of incorporation of the Residents Management Company within 4 weeks of its incorporation.
3. The Owner will procure that the POS Transfer includes a covenant from the Residents Management Company in the following terms:

“-The Transferee hereby covenants in fee simple with the Transferor and Wrexham County Borough Council in perpetuity to observe and perform the covenants agreements obligations and stipulations of the Owner contained or referred to in paragraphs 3, 5, 6, 7 and 8 of Part 2 of the Third Schedule of an Agreement dated [25 October 2024] made between Wrexham County Borough Council (1) Andrew Michael Fitzhugh and Tristram Edmund Fitzhugh (2) and Adra (Tai) Cyfyngedig (3) AND to observe and perform the requirements of the POS Scheme referred to therein”.

FOURTH SCHEDULE

Council's Covenants - Discharge of obligations

1. The Council covenants with the Owner to use the Primary Education Contribution Secondary Education 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 for the Primary Education Contribution and Secondary Education contribution 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 the Second Schedule hereto together with Interest from the date of the payment to the date of refund.
3. The Council covenants with the Owner and the Developer to issue the Planning Permission as soon as reasonably practicable after the date hereof.

FIFTH SCHEDULE

Draft Planning Permission

In pursuance of its powers under the Acts and 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



Applicant MR DANIEL PARRY

Reference P/2023/0221

Agent GRIMSTER PLANNING LTD
MR STEVEN GRIMSTER
5 PORAL BUSINESS PARK
EATON LANE
TARPORLEY CW6 9DL

Date Received 29/03/2023

Decision Date

Town and Country Planning Act, 1990

Location of Application

LAND SOUTH OF BERSE ROAD CAEGO WREXHAM LL11 6TP

Description of Application

CODI 47 ANNEDD AC ISADEILEDD CYSYLLTIEDIG
ERECTION OF 47 DWELLINGS AND ASSOCIATED INFRASTRUCTURE

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

National Policies and Technical Advice Notes (TAN):

Future Wales Policy 1 - Where Wales will grow
Future Wales Policy 20 - National Growth Area - Wrexham and Deeside
Future Wales Policy 7 - Delivering Affordable Homes
Future Wales Policy 13 - Supporting Digital Communications
TAN 11 : Noise
TAN 12 : Design
TAN 2 : Planning and Affordable Housing
TAN 5 : Nature Conservation and Planning

Wrexham Local Development 2013 – 2028:

CF2 - Provision of New Open Space
DM1- Development Management Considerations
H2 - Affordable Housing, Non-Strategic Housing Allocations and Windfall Sites
NE1 - International and National Nature Conservation Designations
NE3 -Trees, Woodlands and Hedgerows
NE6 - Waste Water Treatment and River Water Quality
SP1 - Housing Provision
SP18 - Climate Change
SP19 - Green Infrastructure

In pursuance of its powers under the Acts and 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



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SP2 - Location of Development
SP5 - Planning Obligations
T1 - Managing Transport Impacts
T2 - Active Travel

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.



In pursuance of its powers under the Acts and 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

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2. The development shall only be carried out in strict accordance with the details shown on the following plan(s) and document(s):

- 001 Revision C
- 010 Revision Q
- 012 Revision H
- 021
- 023 Revision F – Site Layout Plan with Site Levels
- 100 Revision B
- 101 Revision B
- 102 Revision A
- 103 Revision A
- 104 Revision A
- 105 Revision A
- 106 Revision A
- 107 Revision A
- 108 Revision A
- 109 Revision B
- 110 Revision A
- 111 Revision A
- 112 Revision A
- 113 Revision A
- 114 Revision A
- 5073-CAU-XX-XX-SK-C-0010 Revision P01
- LST-XX-XX-DR-L-101 Revision P12
- Section 4.3 Recommendations of the Etive Ecology Ltd, Preliminary Ecological Appraisal dated February 2022.

In pursuance of its powers under the Acts and 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



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Decision Date

3. No development shall take place until an Arboricultural Method Statement has been submitted to and approved in writing by the Local Planning Authority. No development or other operations shall take place except in strict accordance with Method Statement as is approved. The Method Statement shall include the following:
 - 1) A specification for tree protection fencing and ground protection measures that comply with British Standard 5837:2012;
 - 2) A Tree Protection Plan showing the location of the trees to be removed and retained with their crown spreads, Root Protection Areas, Construction Exclusion Zones, and location of protective fencing and ground protection measures accurately plotted;
 - 3) A full specification for any access, driveway, path, underground services or wall foundations within retained tree Root Protection Areas or Construction Exclusion Zone, including any related sections and method for avoiding damage to retained trees;
 - 4) Details of general arboricultural matters including proposed practices with regards to cement mixing, material storage and fires;
 - 5) Details of the frequency of supervisory visits and procedures for notifying the findings of such visits to the Local Planning Authority;
 - 6) Method for protecting retained trees during demolition works;
 - 7) Details of all proposed tree works, including felling and pruning.
4. No dwelling hereby permitted shall be occupied until a scheme to provide an active travel connection to the adjoining footway/cycleway (which shall include hard and soft landscaping measures) has been implemented in accordance with details first submitted to and approved in writing by the Local Planning Authority. The scheme shall be retained in accordance with the approved details.

In pursuance of its powers under the Acts and 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



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5. No development shall commence, including any works of demolition, until a Construction Method Statement has been submitted to, and approved in writing by, the Local Planning Authority. The approved statement shall be adhered to throughout the construction period. The statement shall provide for:
 - Hours of working; and
 - A scheme of dust management;
 - A scheme to manage the impacts of construction noise and vibration.
 - The parking of vehicles of site operatives and visitors; and
 - Loading and unloading of plant and materials.
6. No development shall take place until a scheme to enable the provision of gigabit capable broadband infrastructure from the site boundary to the dwellings/buildings hereby permitted has been submitted to and agreed in writing by the local planning authority. Development shall be carried out in accordance with the approved details.
7. No dwelling hereby permitted shall be occupied until the vehicular access is provided with 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. Prior to the first occupation of plots 1, 3, 3-6 (inclusive) and 34-45 (inclusive) a scheme of noise mitigation measures shall be implemented in accordance with details submitted to and approved in writing by the Local Planning Authority. The mitigation measures shall be retained thereafter.

In pursuance of its powers under the Acts and 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



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9. Within three months of the date of commencement of development a Landscape Implementation and Management Plan, including timescales for the implementation of hard and soft landscaping works, long term physical protective measures for trees planted within landscaped verges and between parking spaces, management objectives, management responsibilities and maintenance schedules for all landscaped area shall be submitted for the written approval of the Local Planning Authority. The landscaping shall be implemented, managed and maintained in accordance with the approved details.
10. No dwelling hereby permitted shall be occupied until a scheme for the provision of bird and bat boxes has been implemented in full in accordance with details that shall first be submitted to and approved in writing by the Local Planning Authority. The bird and bat boxes shall thereafter be retained in accordance with the approved scheme for the lifetime of the development.
11. No dwelling shall be first occupied until its associated car parking has been provided as shown on plan number 012 Revision H. The car parking spaces shall thereafter be permanently retained and kept free of any obstruction, and made available solely for the parking and turning of vehicles at all times.

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 preserve the health, safety and amenity value of the tree(s) in accordance with Policies DM1, SP12, SP14 and NE3 of the Wrexham Local Development Plan.

In pursuance of its powers under the Acts and 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



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- 4 To promote active travel choices in accordance with policy T2 of the Wrexham Local Development Plan.
- 5 To protect the amenities of the occupiers of nearby properties and in the interests of highway safety in accordance with Policy DM1 of the Wrexham Local Development Plan.
- 6 To support the roll-out of digital communications infrastructure across Wales in accordance with Policy 13 of Future Wales.
- 7 To ensure that adequate visibility is provided at the proposed point of access to the highway in accordance with Policy DM1 of the Wrexham Local Development Plan.
- 8 To protect the amenity of the future occupiers of the development in accordance with policy DM1 of the Wrexham Local Development Plan.
- 9 To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area in accordance with Policies DM1, SP12 and SP14 of the Wrexham Local Development Plan.
- 10 To ensure the development delivers net benefit to biodiversity in accordance with paragraph 6.4.5 of Planning Policy Wales 12.
- 11 To provide for the parking of vehicles clear of the highway in accordance with Policies DM1 and T1 of the Wrexham Local Development Plan

David Fitzsimon

Prif Swyddog Yr Economi a Chynllunio, Cyngor Bwrdeistref Sirol Wreccsam
Chief Officer Economy and Planning, Wrexham County Borough Council

In pursuance of its powers under the Acts and 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



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Decision Date

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

EXECUTED as a DEED by affixing

THE COMMON SEAL of

WREXHAM COUNTY BOROUGH COUNCIL in the presence of:-

Chief Officer Governance and Customer

EXECUTED as a Deed by

ANDREW MICHAEL FITZHUGH

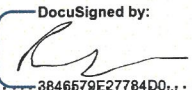
in the presence of:

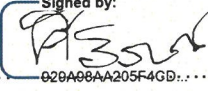
Signature of Witness:

Name (*in block capitals*):

Address:

Occupation:

DocuSigned by:

3846679E27784D0...

Signed by:

020A08AA205F4GD...

Siriphon Oorasi

123/165 d condo Kathu moo 6 Kathu Phuket Thailand

Taxi Driver

EXECUTED as a Deed by

TRISTAM EDMUND FITZHUGH

in the presence of:

Signature of Witness:

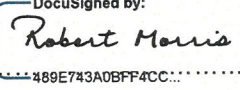
Name (*in block capitals*):

Address:

Occupation:

Signed by:

16D450C9A8A74EB...

DocuSigned by:

489E743A0BFF4CC...

Robert Morris

80 Mount Street Nottingham NG1 6HH

Solicitor

EXECUTED as a deed by
the affixing of the common seal of
ADRA (TAI) CYFYNGEDIG
in the presence of

.....
[.....]
Authorised Signatory

.....
[.....]
Authorised Signatory

DocuSigned by:

3846579E27784D0...

Signed by:
Tristram Edmund Fitzmaurice
16D450C9A3A74EB...

REV	DESCRIPTION	DATE	BY
C	REVISED RED LINE BOUNDARY & ADJOINING LAND BLUE LINE BOUNDARY	22/11/22	GT
B	NORTH POINT ADDED	22/11/22	OR
A	UPDATED CONTEXT MAP	22/11/22	OR

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PROJECT
BERSE RD, WREXHAM
for ADRA CYF.

DRAWING TITLE
LOCATION PLAN

SCALE
1: 2500 @A3

DATE
20/11/22

DRAWN
IO

CHECKED
SV

DRAWING
STATUS

PRELIMINARY

JOB No
C1091

DRAWING No
001

REVISION
C

AG AINSLEY GOMMON ARCHITECTS

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VISUAL SCALE 1:2500 @ A3



1 | LOCATION PLAN
SCALE: 1 : 2500

