

**Planning Obligation by Deed of Agreement
under Section 106 of the Town and Country
Planning Act 1990**
relating to Imperial Buildings, King Street,
Wrexham

Dated : 2 July 2024

WREXHAM COUNTY BOROUGH COUNCIL (1)
and
M1 Investments Limited (2)

Linda Roberts
Chief Officer Governance & Customer
Guildhall
Wrexham
LL11 1AY
Ref: NR/1981692

DATE 2 July.

2024

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY ("Council")
- (2) **M1 INVERSTMENTS LIMITED (Co. Regn No 07937703)** of 12a View Road, London N6 4DB the Owner")

INTRODUCTION

- (1) The Council is the local planning authority for the purposes of this Deed and the Town & Country Planning Act 1990 (as amended) for the area within which the property described in the First Schedule hereto is situate and is the local planning authority by whom a planning obligation is enforceable
- (2) The Owner is the registered proprietor of the Site
- (3) The Owner has submitted the Application to the Council and the parties have agreed to enter into this deed in order to secure the planning obligations contained in this Deed.
- (4) The Council resolved on the 20th March 2024 via delegated authority 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"	the Town and Country Planning Act 1990
"Affordable Housing"	subsidised housing which will be available to Eligible Persons
"Affordable Housing Contribution"	means (the Market Value of a Dwelling erected on Site x 30%) x 1.4. to be paid by the Owner to the Council and expended by the Council in accordance with the provisions of the Third Schedule.

Example:

If Market Value of Dwelling is £200,000, then

$$((£200,000 \times 30\%) \times 1.4)$$

$$£60,000 \times 1.4$$

£84,000.00

“Application”

the application for full planning permission dated 31/08//2022 submitted to the Council for the Development and allocated reference number P/2022/0837

“Commencement of Development”

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, 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” shall be construed accordingly.

“Development”

the development of the Site consisting as set out in the Application

“Dwelling”

means a residential unit (including houses, flats or maisonettes) constructed on the Site pursuant to the Planning Permission

“Eligible Person”

means a Person in housing need identified from the low cost homes ownership register or the Council's housing waiting list

“Interest”

interest at 5 per cent above the base lending rate of the Barclays Bank Plc from time to time.

“Market Value”

the price at which the relevant Dwelling might reasonably be expected to be sold at arm's length by a willing seller to a willing buyer with vacant possession on the open market

"Occupation"	the physical use of a Dwelling for a residential purpose as 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"	the Plan A attached to this Deed
"Planning Permission"	the draft full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the 5 th Schedule.
"Public Realm Contribution"	means the sum of £7,000.00 to be paid by the Owner to the Council and expended by the Council in accordance with the provisions of the Second Schedule
"Site"	the ground floor lobby and staircase and first and second floors and roofspace and airspace above at Imperial Buildings Wreccsam being the land subject to this Deed and which is part of the land shown edged red on Plan A and more particularly 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 5.2, 7.1, 13 and 14 (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 covenants with the Council as set out in the Second and Third Schedule.

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

6 THE COUNCIL'S COVENANTS

- 6.1 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 to a maximum sum of £1500.

- 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 the Chief Officer Economy and Planning

at Wrexham County Borough Council 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 in this case being Chief Officer Economy and Planning at Wrexham County Borough Council, Lambpit Street, Wrexham LL1AR.

- 7.5 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.
- 7.6 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.
- 7.9 This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.
- 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 immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not)

together with the area of the Site or unit of occupation purchased by reference to a plan.

10 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.

11 VAT

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

12 JURISDICTION

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

13 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.

14 SECTION 73 VARIATION

For the avoidance of doubt in the event that the Council shall at any time hereafter grant a planning permission pursuant to an application under section 73 of the Act in respect of conditions on the Planning Permission, save and in so far as this Deed has been amended by way of a deed of variation prior to the grant of such planning permission, references in this Deed to the Application and the Planning Permission shall be deemed to include any subsequent section 73 applications and planning permissions as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

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

FIRST SCHEDULE

DESCRIPTION OF THE SITE

The land known as the ground floor lobby and staircase and first and second floors and roofspace and airspace above at Imperial Buildings, Wreccsam which is part of the land shown edged red on Plan A registered or to be registered with leasehold title absolute at H M Land Registry.

SECOND SCHEDULE

Owner's Covenants – Public Realm Contribution

Prior to Commencement of Development the Owner shall pay the Public Realm Contribution to the Council which shall be used by the Council to extend and provide improvements in the areas of Hope Street and Regent Street, Wrexham.

THIRD SCHEDULE

Owner's Covenants - Affordable Housing Contribution

Prior to the Occupation of the seventh Dwelling within the Development the Owner shall pay the Affordable Housing Contribution to the Council which shall be used by the Council to build extend and improve Affordable Housing within the County Borough.

FOURTH SCHEDULE

Council's Covenants - Discharge of obligations

- 1 The Council covenants with the Owner to use the Public Realm Contribution and the Affordable Housing Contribution ("the Contributions") 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 5 years of the date of receipt by the Council

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	MIKHAIL APUKHTIN M1 INVESTMENTS LTD	Code Number	WRR P/2022/0837
Agent	CTD ARCHITECTS CLERK BANK HOUSE CLERK BANK LEEK ST13 5HE	Date Received	31/08/2022
		Decision Date	

Town and Country Planning Act, 1990

Location of application

IMPERIAL BUILDINGS, KING STREET, WREXHAM, LL11 1HE

Description of application

NEWID DEFNYDD I LLAWR CYNTAF AC AIL LAWRO SWYDDFEYDD I 14 UNED PRESWYL (10 FFLAT STIWDIO A 4 FFLATIAU UN YSTAFELL WELY) / CHANGE OF USE OF FIRST AND SECOND FLOORS FROM OFFICES TO 14 RESIDENTIAL UNITS (10 NO. STUDIO APARTMENTS AND 4 NO. 1 BEDROOM APARTMENTS)

In reaching this decision the Council has had regard to the relevant policies in the Wrexham Local Development Plan which are as follows:-

CF2	Provision of New Open Space
DM1	Development Management Considerations
H2	Affordable Housing
H6	Conversion of Buildings to Self-Contained Flats or Houses in
NE1	Multiple Occupation
NE6	International and National Nature Conservation Designations
SP1	Waste Water Treatment and River Water Quality
SP11	Housing Provision
SP12	Transport and Accessibility
SP14	Design Principles & Masterplanning Framework
SP15	Natural Environment
SP2	Historic and Cultural Environment
SP5	Location of Development
SP7	Planning Obligations
T1	Wrexham City
	Managing Transport Impacts

Revision	Date	Description of Decision
0		Planning permission issued

Applicant	MIKHAIL APUKHTIN M1 INVESTMENTS LTD	Code Number	WRR P/2022/0837
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**Particulars of decision that permission be 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.
2. The development shall only be carried out in strict accordance with the details shown on the approved drawing(s) numbered AL11 Rev B, AL12 Rev C, AL13 Rev A, AL02 and AL09, and as contained within the application documentation.
3. No part of the development shall commence until a noise survey has been carried out, and a detailed report of the survey findings has been submitted to, and approved in writing by, the Local Planning Authority. The noise survey shall determine noise levels for both Day (07:00 - 23:00 hours) and Night (23:00 - 07:00 hours), having regard to Planning Policy Wales (PPW) Guidance, Technical Advice Note (TAN) 11 - Noise. The report of the noise survey findings shall include:
 - a) Noise levels arising from day / night time activities in the vicinity of the proposed development site and the impact upon the existing or proposed accommodation, and
 - b) A detailed scheme of noise insulation and / or attenuation measures so designed to safeguard the amenity of the existing or occupants of the proposed accommodation hereby approved.The measures as are approved shall be fully implemented prior to the first occupation / use of the development.
4. No part of the development shall commence until a scheme of noise insulation and attenuation measures between the ground and first floors and the first and second floors, in compliance with Building Regulations Guidance: Part E - Resistance to the Passage of Sound, has been submitted to, and approved in writing by, the Local Planning Authority. The measures as are approved shall be fully implemented in strict accordance with the scheme prior to first occupation / use of the development and shall thereafter be permanently retained.
5. No part of the development shall commence until a drainage scheme for the site has been submitted to, and approved in writing by, the Local Planning Authority. The scheme shall provide for the disposal of foul and surface water. Thereafter the scheme shall be implemented in accordance with the approved details prior to the occupation of the development and no further foul water shall be allowed to connect directly or indirectly with the public sewerage system.

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6. Prior to first use of the development the site shall be laid out in strict accordance with block plan ref: AL02.
7. No part of the development shall be beneficially occupied until 2 No. Woodstone Swift Nest Boxes have been implemented on site in strict accordance the details shown on approved plan ref: AL13 Rev A and Product Reference Sheet SKU 906170120. The Boxes shall be retained thereafter for the lifetime of the development.
8. The cycle and bin storage areas as shown on approved drawing ref: AL09 shall be fully implemented prior to first use of the development. These areas shall thereafter be permanently retained and kept free of any obstruction, and made available solely for the purposes of cycle and refuse storage at all times.
9. No part of the development shall be occupied until a Servicing and Management Plan for the building has been submitted to, and approved in writing by, the Local Planning Authority. The Plan shall include details of the management of the refuse storage and collection, and maintenance of all communal areas, access, corridors, lifts and stairways. The building shall thereafter be serviced and managed in strict accordance with the Plan as is approved.

Reason(s)

1. To comply with Section 91(3) of the Town and Country Planning Act, 1990.
2. To comply with section 71ZA (2) of the Town and Country Planning Act 1990.
3. To ensure that a satisfactory unit of residential accommodation is maintained within the premises in accordance with Policy DM1 of the Wrexham Local Development Plan.
4. To protect the amenities of the future occupiers of the development in accordance with Policy DM1 of the Wrexham Local Development Plan.
5. To prevent pollution of the water environment in accordance with Policy DM1 of the Wrexham Local Development Plan.
6. In the interests of highway safety in accordance with Policy DM1 of the Wrexham Local Development Plan.
7. To ensure the development delivers net benefit to biodiversity in accordance with Policy 9 of Future Wales and Paragraph 6.4.5 of Planning Policy Wales (Edition 12).
8. To protect the amenities of the occupiers of the dwellings, highway safety and the character and appearance of the area, in accordance with Policies DM1 and SP15 of the Wrexham Local Development Plan.

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		Decision Date	

9. To protect the amenities of the occupiers of the dwellings, highway safety and the character and appearance of the area, in accordance with Policies DM1 and SP15 of the Wrexham Local Development Plan.

Note(s) to applicant

All works in relation to the implementation of this permission, including deliveries to and /or leaving the site, should be undertaken only between the hours of 07.30 to 18.00 Monday to Friday, 08.00 to 14.00 on a Saturday, and at no time on a Sunday or a Bank Holiday. Outside these times, any works which are audible beyond the site boundary have the potential to cause unreasonable disturbance to neighbouring premises.

The applicant is advised that the Council has the option to control construction noise by serving a Control of Pollution Act 1974, Section 60 Notice where deemed necessary, and failure to comply with such a Notice can result in prosecution.

The applicant is further advised that any complaints received relating to noise of any type from the development may also be investigated using the Council's Standardised Procedure for Dealing with Noise Nuisance Complaints. This is done under the Statutory Nuisance provisions provided within the Environmental Protection Act 1990, and legal action may be taken where appropriate.

The applicant must adhere to the times given above wherever possible. If, however, there are urgent or unavoidable circumstances requiring work outside of the specified times, permission to proceed may be sought by contacting Environmental Health & Housing Standards at healthandhousing@wrexham.gov.uk or 01978 292040. Please use the same contact details for any other enquiries regarding construction / demolition site noise.



David Fitzsimon
Prif Swyddog Yr Economi a Chynllunio Chief Officer Economy and Planning

Refer to Statement of Applicant's Rights and General Information on our planning web site at:-

http://www.wrexham.gov.uk/english/planning_portal/publications/info_sheets.htm

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

DRAFT

EXECUTED as a DEED by affixing

THE COMMON SEAL of

WREXHAM COUNTY BOROUGH COUNCIL

in the presence of:-



Chief Officer Governance & Customer



EXECUTED as a Deed by

M1 INVESTMENTS LIMITED

acting by a Director



in the presence of:

Signature of Witness:



Name (*in block capitals*):

Kristina Mironova

Address:

Appartment number 5
Britannia Chambers, West street Leek
ST13 8AF Housewife

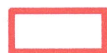
Occupation:



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

Town and Country Planning Act 1990 Section 106 Obligation



P/2022/0837
IMPERIAL BUILDINGS, KING STREET
WREXHAM

25 MARCH 2024
SCALE 1:1000
SJ3350