

Part 6 - Shared Equity Housing Subsequent Sale

1. Not to dispose of the Affordable Housing Units provided as Shared Equity Housing other than by way of a Shared Equity Disposal to an Eligible Person at a price no greater than the Equity Price.
2. That no Shared Equity Disposal shall be completed without the new Shared Equity Owner simultaneously entering into a Second Charge.
3. That upon first acquiring an interest in a Shared Equity Unit the Shared Equity Owner shall not borrow from any mortgagee nor charge a Shared Equity Unit under a First Charge for a sum in excess of the Equity Price of the Shared Equity Unit without the consent of the Council or the Nominated RSL (as appropriate) providing that nothing in this paragraph shall prevent or prohibit a Shared Equity Owner from later increasing its borrowing from any mortgagee in order to discharge and secure release from the Second Charge.
4. No Shared Equity Owner shall transfer the Shared Equity Unit without first having notified the Council or its Nominated RSL (as appropriate) in writing of their intention to dispose of the Shared Equity Unit.
5. In the event that the Shared Equity Housing Unit is sold by a mortgagee in possession without the provisions of this Deed being binding upon it (pursuant to Part 9 of this Schedule 5 hereof), the mortgagee shall, in so far as it is able to from the proceeds of sale of the Shared Equity Unit and in any event only after deduction of any monies owing to the mortgagee pursuant to the First Charge, pay to the Council or Nominated RSL (as appropriate), the Redemption Money upon completion of the sale of the Shared Equity Unit and provide the Council's Head of Housing and Public Protection (or such other officer undertaking the duties of a chief housing officer) with an account of the amount due pursuant to this paragraph.
6. Not to let (other than by way of a Shared Equity Disposal) or sub-let the Shared Equity Unit.
7. In the event that a Shared Equity Unit has been actively marketed for sale for a period of 12 weeks and no Eligible Person has exchanged unconditional contracts for the purchase of the Shared Equity Housing Unit within that period Provided That:
 - 7.1 the price at which the Shared Equity Housing Unit has been offered for sale to Eligible Persons is no greater than the Equity Price ascertained by agreement between the Shared Owner, any mortgagee of the Shared Equity Owner, and the Nominated RSL or the Council (as appropriate in terms who owns the Second Charge) (**Parties**) or failing agreement at the expense of the Shared Equity Owner by an independent qualified valuer appointed by agreement between the Parties or failing agreement by or on behalf of the president for the time being of the Royal Institution of Chartered Surveyors on the application of any party and the decision of such valuer shall be final;

7.2 the Shared Equity Owner has reasonably demonstrated to the Council that it has acted in good faith in considering any offers from Eligible Persons; and

7.3 such unit has also been offered for sale to the Nominated RSL (if applicable) and that such RSL has not exchanged unconditional contracts to buy such unit within such period

then the Shared Equity Unit may be sold in the open market at Market Value (subject always to paragraph 8 below) free from affordable housing restrictions contained in this Deed Provided Further That where an Eligible Person or RSL has been identified as a potential purchaser of the Shared Equity Housing Unit within the said 20 week period the Shared Equity Owner shall use reasonable endeavours to progress such sale and shall not dispose of the Shared Equity Unit in the open market unless such potential sale is not completed within a further 20 weeks.

8. In the event that the Shared Equity Unit is sold on the open market pursuant to paragraph 7 the Shared Equity Owner shall pay the Redemption Money to the Council of the Nominated RSL (as appropriate) to redeem the Second Charge within two days of legal completion Provided That such funds received by the Council or the Nominated RSL (as appropriate) shall be used for the provision of Affordable Housing within the Wrexham County Borough Council administrative area as agreed between the Council and the nominated RSL within five years of receipt.

9. Following receipt by the Council or Nominated RSL of the Redemption Money in the circumstances set out in paragraphs 5, 7 or 10 hereof the owner of the Shared Equity Unit will remove the restriction set out at paragraph 4 of Part 5 above from the title of the Shared Equity Unit at the Land Registry.

10. Nothing in this Part shall prevent or prohibit a Shared Equity Owner from at any time paying the whole or part of the Redemption Money to the Council or the Nominated RSL (as appropriate) in order to discharge the Second Charge Provided That the Redemption Money received by the Council or the Nominated RSL (as appropriate) shall be applied for the provision of Affordable Housing within the administrative area of Wrexham County Borough Council as agreed between the Council and the nominated RSL within five years of receipt.

11. It is acknowledged that where a Shared Equity Owner disposes of a Shared Equity Unit to an RSL pursuant to paragraph 7 above the RSL shall not be required to enter into a Second Charge and may use or dispose of such unit (as appropriate) to provide Affordable Housing in accordance with any of the methods of doing so permitted by this Deed.

12. The provisions of this Part of Schedule 5 shall only apply to the sale of Shared Equity Housing after the initial sale.

Part 7 - Definition of an "Eligible Person"

1. An Eligible Person means a Person in Housing Need identified from the Low Cost Homes Ownership Register or the Council's housing waiting list (as appropriate) who:
 - 1.1 has resided personally or who has had a Close Family Association in the Gwersyllt Community Council Area for a continuous period of one year immediately preceding the proposed Occupation of an Affordable Housing Unit; or
 - 1.2 is in permanent full time employment at a location within the Gwersyllt Community Council Area and has been in such employment for a period of six months immediately preceding the proposed occupation of an Affordable Housing Unit; or
 - 1.3 has previously resided in the Gwersyllt Community Council Area for a continuous period of five years; or
 - 1.4 has previously had a Close Family Association in the Gwersyllt Community Council Area for a continuous period of five years; or
 - 1.5 has previously been in employment in the Gwersyllt Community Council Area for a continuous period of five years.
2. Provided That if:
 - 2.1 no person meeting the requirements in paragraph 1 above can be identified from the Low Cost Homes Ownership Register or the Council's housing waiting list (as appropriate); and
 - 2.2 a period of not less than four weeks has elapsed after an advertisement seeking a person who meets the requirements of paragraph 1 has been placed in a newspaper circulating in the Wrexham locality

then the references in paragraph 1 of this Part to the Gwersyllt Community Council Area shall be treated as if they included references to the Rhosddu Broughton Offa and Llay Community Council Areas and any person who satisfies one of the said criteria by virtue of such treatment shall be regarded as an Eligible Person for the purposes of this Deed.
3. Provided Further That where no person who qualifies or who can be regarded as qualifying as an Eligible Person pursuant to paragraph 2 of this Part can be identified from the sources mentioned therein after at least one advertisement has been placed in a newspaper circulating in the locality then after a period of not less than six weeks the references in paragraph 1 of this Part to the Gwersyllt Community Council Area shall be treated as if they included reference to the Wrexham County Borough Council Area and any person who satisfies the said criteria by virtue of such treatment shall be regarded as an Eligible Person for the purposes of this Deed.

4. Provided Further That if no applicant qualifies under paragraph 3 above within eight weeks, then any other person who in the opinion of the RSL or Council (as appropriate) is a Person in Housing Need shall be treated as an Eligible Person.

Part 8 - Calculation of "Affordable Housing Contribution"

1. Should the number of Affordable Housing Units provided within each Dwelling Phase result in a fraction of an Affordable Housing Unit then within 30 days of the date of first Occupation of the last Affordable Housing Unit within each Dwelling Phase the Affordable Housing Contribution for that Dwelling Phase shall be calculated by the Owner and notified in writing to the Council in accordance with the following formula:

$$D/N \times Y = \text{Affordable Housing Contribution}$$

Where

D = total value of discount for Affordable Housing Units in each Dwelling Phase

N= total number of Affordable Housing Units in each Dwelling Phase

Y = The fraction of an Affordable Housing Unit which may occur as a result of the requirement for 25% of the Dwellings on Site to be Affordable Housing

2. Within 21 days of the amount of the Affordable Housing Contribution within each Dwelling Phase being notified to the Council the Owner shall pay the Affordable Housing Contribution to the Council PROVIDED THAT it is a condition of the payment of the Affordable Housing Contribution that such funds shall be used by the Council for the provision of Affordable Housing within the Wrexham County Borough Council administrative area within 5 years of receipt and FURTHER PROVIDED THAT any part of the Affordable Housing Contribution that remains unspent by the Council after the period of 5 years from the date of receipt shall be refunded to the person that made the payment.

PART 9 – AFFORDABLE HOUSING UNITS – INITIAL MARKETING

1. Notwithstanding anything else to the contrary in this Deed, in the event that any Affordable Housing Unit has been actively first marketed (using reasonable endeavours) for sale for a period of six (6) months (which for the avoidance of any doubt may be off-plan) at the tenure

choice of the Owner and no RSL or Eligible Person (as appropriate) has exchanged contracts for the purchase of the relevant Affordable Housing Unit within that period then the Owner may continue to market the relevant unit as an Affordable Housing Unit or may (at any time thereafter) the relevant AHU may be sold in the open market at open market value as a Market Housing Unit free (in perpetuity) from all the affordable housing restrictions contained in Schedule 3 of this Deed Provided That within two working days of legal completion of such sale, a payment of 30% of the sale proceeds (**Commuted Sum**) is paid to the Council by the Owner to be used for the provision of Affordable Housing within the Wrexham County Borough Council administrative area within five (5) years of receipt (or else the whole or any part which has not been expended or committed shall be returned to the person who paid it upon written request to the Council together with any interest accrued upon it) Provided Further That where an Eligible Person or RSL (as appropriate) has been identified as a potential purchaser of the AH Unit within the said six (6) month period the Owners shall use reasonable endeavours to progress such sale and shall not dispose of the AH Unit in the open market unless such potential sale is not completed within a further twenty (20) weeks

2. It is hereby acknowledged and agreed by the Council that any Affordable Housing Unit which is disposed of as a Market Housing Unit pursuant to this Part 8 shall still count towards the 25% Affordable Housing Unit requirement for the purposes of this Deed notwithstanding it is no longer an Affordable Housing Unit

PART 10 – AFFORDABLE HOUSING UNIT MORTGAGEE AND RIGHT TO BUY PROTECTION

1. In respect of the Affordable Housing provided pursuant to this Deed nothing contained in this Deed shall be binding on or enforceable against any:
 - 1.1 mortgagee or chargee or any receiver (including an administrative receiver appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units (subject always to (where applicable) paragraph 5 of Part 5 hereof or paragraph 5 of Part 6 hereof);
 - 1.2 person exercising a statutory right to buy or similar voluntary right or right to acquire or similar voluntary right in respect of any Affordable Housing Units or right to staircase out to acquire 100% of the equity of a property under the terms of a shared ownership lease based substantially on Homes England's model lease from time to time;

- 1.3 person acquiring a unit of Affordable Housing from a RSL through the Social Homebuy scheme as funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof;
- 1.4 chargee or mortgagee of any person referred to in paragraph 1.2 or 1.3 above or any receiver (including administrative receiver) appointed by such chargee or mortgagee (whether pursuant to the Law of Property Act 1925 or otherwise);
- 1.5 any persons deriving title from and/or through any of the above

SIXTH SCHEDULE

COUNCIL'S COVENANTS - DISCHARGE OF OBLIGATIONS

1. The Council covenants with the Owner to use the Primary Education Contribution Secondary Education Contribution and Stansty and Forge Level Crossings 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 5 years for the Stansty and Forge Level Crossing Contributions and 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 that it shall require inclusion of the same obligation as that set out in the Fourth Schedule hereof within any section 106 planning obligation relating to a grant of consent for development that requires the Stansty and Forge Level Crossing in order to make that development acceptable and the Council hereby confirms if the obligation in respect of another site has been triggered prior to the Fourth Schedule obligation being triggered that the Stansty and Forge Level Crossings Contribution as defined herein shall be reduced accordingly.
4. To comply with any obligation upon it arising out of any of the Schedules Two to Five inclusive hereof

SEVENTH 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 GARY LYNCH, RUSSELL HOMES (UK) LTD	Code No	GWE P/2019/0923
Agent	J10 PLANNING LTD MR JUSTIN PAUL 1 - 3 UPPER EASTGATE ROW EASTGATE ROW NORTH CHESTER CH1 1LQ	Date Received	16/12/2019
		Decision Date	

Town and Country Planning Act, 1990

Location of application

, LAND EITHER SIDE STANSTY CHAIN ROAD OFF A483 TRUNK ROAD AND A541 MOLD ROAD, STANSTY, WREXHAM, LL11 4YF, ,

Description of application

OUTLINE APPLICATION FOR RESIDENTIAL DEVELOPMENT AND DETAILED MEANS OF ACCESS WITH ALL OTHER MATTERS RESERVED

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
H1	Housing Allocations
H2	Affordable Housing
NE1	International and Nationally Designated Nature Conservation
NE3	Sites
NE6	Trees, Woodlands and Hedgerows
RE1	Waste Water Treatment and River Water Quality
SP1	Development and Renewable Energy/Low Carbon
SP12	Technology
SP13	Housing Provision
SP14	Design Principles & Masterplanning Framework
SP15	Health and Wellbeing
SP18	Natural Environment
SP19	Historic and Cultural Environment
SP2	Climate Change
SP5	Green Infrastructure
T1	Location of New Development
T2	Planning Obligations
	Managing Transport Impacts
	Active Travel

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Revision	Date	Description of Decision
0		Planning permission issued

**Particulars of decision that Outline Planning Permission be GRANTED
Subject to the following:-**

Condition(s)

1. Details of the appearance, landscaping of the site, layout and scale, (hereinafter called ""the reserved matters"") for each phase of the development shall be submitted to and approved in writing by the Local Planning Authority before any part of the development in that phase begins. The development shall be carried out in accordance with the details as approved for each phase of the development.
2. The first reserved matters application shall include a plan showing the first phase of development and location of all subsequent phases of development (hereinafter called ""the Phasing Plan""). The Phasing Plan shall include the percentage of affordable housing in each phase, which across the phases shall consist of no less than 25% of the total number of dwellings to be built on the site. All subsequent reserved matters applications shall be submitted in accordance with the approved Phasing Plan.
3. The Reserved Matters shall be submitted in writing to the Local Planning Authority before the expiry of three years from the date of this permission. The development shall only be carried out in strict conformity with such details as are approved.
4. The development hereby approved shall be commenced before the expiry of five years from the date of this permission or before the expiry of two years from the date of approval of the last of the reserved matters required to be approved, whichever is the later.
5. The development hereby permitted makes provision for a maximum of 455 dwellings
6. The development shall be carried out in accordance with the following plans:
 - i) Drawing no. 002 Revision C (Red Line Plan);
 - ii) Drawing no. A106224-PP001 Rev J (Parameters Plan) in respect of the area identified as Archaeological Preservation in Situ Area;

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iii) Drawing Nos. J000069-GA001 (Proposed Signalised Site Access Junction with A541 Mold Road) and J000069-GA002 (Proposed Site Access Junctions with Stansty Chain Road) in respect of vehicle and pedestrian access; and

iv) Drawing J000069-GA004A - Stansty Chain Road Speed Limit.

7. Notwithstanding the pedestrian accesses shown on Drawing Nos. J000069-GA001 (Proposed Signalised Site Access Junction with A541 Mold Road) and J000069-GA002 (Proposed Site Access Junctions with Stansty Chain Road), the Reserved Matters shall include details of additional pedestrian accesses onto the A541 Mold Road and Stansty Chain Road from any phase adjoining those highways. The pedestrian accesses shall be laid out, surfaced and drained prior to the first occupation of any dwelling in that phase and retained thereafter.

8. No development (excluding site clearance works) shall take place within a particular phase until a phased site investigation of the nature and extent of contamination has been carried out and submitted to and approved in writing by the Local Planning Authority. If any contamination is found during the site investigation, no part of the development shall commence until a scheme specifying the measures that will be taken to remediate the site to render it suitable for the development hereby permitted has been submitted to and approved in writing by the Local Planning Authority. The site shall thereafter be remediated in accordance with the approved scheme. If during the course of development any contamination is found that has not been identified in the site investigation, no further development shall take place on those parts of the site where that contamination has been found until an additional scheme of remediation has been submitted to and approved in writing by the Local Planning Authority for those parts of the site. The relevant parts of the site shall thereafter be remediated in accordance with the additional scheme of remediation.

9. Each part of the site subject to the remediation under the scheme(s) approved as part of condition 08 shall not be occupied/used until a Validation Report has been completed in respect of that part of the site and submitted to and approved in writing by the Local Planning Authority.

10. No development shall commence in any phase until a detailed Arboricultural Method Statement has been submitted to and approved in writing by the Local Planning Authority for that particular phase of development. No development or other operations within that phase shall take

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place except in strict accordance with the approved Method Statement. The Method Statement shall include:

- a) A specification for tree protection fencing and ground protection measures that comply with British Standard 5837:2012;
- b) 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;
- c) 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;
- d) Details of general arboricultural matters including proposed practices with regards to cement mixing, material storage and fires;
- e) Details of the frequency of supervisory visits and procedures for notifying the findings of such visits to the Local Planning Authority;
- f) Method for protecting retained trees during demolition works;
- g) Details of all proposed tree works, including felling and pruning.

11. No development shall commence in a particular phase until a Conservation Management Plan for that phase of development has been submitted to and approved in writing by the Local Planning Authority. The Conservation Management Plan include but not be limited to:

- i) Reasonable Avoidance Measures (RAMs) Scheme for Great Crested Newts and common lizard (to include details of measures such as fence construction and maintenance);
- ii) Measures to protect trees with the potential to support bats;
- iii) A lighting scheme and external lighting to be to be compliant with the provisions of the Institution of Lighting Professionals and Bat Conservation Trust: Guidance Note 08/18: Bats and Artificial Lighting in the UK;
- iv) Measures to deliver net benefit to biodiversity, to include a long term management and maintenance plan.
- v) Biosecurity Risk Assessment for the removal, control and long-term management of invasive species during construction and following completion of the development;
- vi) A timescale for the implementation of the Conservation Management Plan

The Conservation Management Plan shall be implemented in accordance with the approved details.

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12. The area identified on Drawing no. A106224-PP001 Rev J (Parameters Plan) as Archaeological Preservation in Situ Area shall be brought forward in accordance with the Archaeological Management Plan (ref: 15003/21)

13. Prior to commencement of development in each phase, the appointed Ecological Clerk of Works shall undertake a site walkover and inspection for the presence of badgers. The findings of the walkover over together with any mitigation measures as may be necessary shall be submitted for the written approval of the Local Planning Authority. Development shall thereafter only be carried out in accordance with any approved scheme(s) of mitigation.

14. Development shall not commence on any phase until a scheme of foul water drainage has been submitted to and approved in writing by the Local Planning Authority for that phase. The scheme as approved shall be implemented prior to the first dwelling in that phase.

15. Development shall not commence on any phase until a scheme of noise mitigation for that particular phase has been submitted to and approved in writing by the Local Planning Authority. The scheme as approved shall be implemented in full prior to the first occupation of any dwelling in that phase and all measures for noise mitigation shall be retained thereafter.

16. No development shall commence in any phase until a Construction Method Statement has been submitted to, and approved in writing by, the Local Planning Authority in respect of that particular phase of development. The approved statement shall be adhered to throughout the construction period in that phase. The statement shall provide for:

- 1) the parking of vehicles of site operatives and visitors;
- 2) loading and unloading of plant and materials;
- 3) storage of plant and materials used in constructing the development;
- 4) an earthwork balance in respect of materials arising from excavations carried out on site, including measures to ensure those materials are re-used on-site;
- 5) hours of working and deliveries;
- 6) a scheme of dust management; and
- 7) a scheme to manage the impacts of construction noise and vibration.

17. Development shall not commence until a scheme of improvements to junction 5 of the A483 and the Mold Road/Berse Road/Plas Coch Road, along with a timescale for the implementation of the scheme, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be prepared with reference with the following Drawings: J000069-SK006-1 - Stage 1 A483 J5 (1 of 2), J000069-SK006-2 -Stage 1 A483 J5 (2 of 2),

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J000069-SK007 -Stage 1 Plas Coch Roundabout and J000069-SK008 -Stage 2 A483 J5

Improvements to junction 5 of the A483 and the Mold Road/Berse Road/Plas Coch Road shall thereafter be undertaken in accordance with the approved scheme and timescale.

18. No part of the development hereby permitted shall commence until details of an on-site Archaeological Watching Brief, prepared and carried out by a suitably qualified archaeologist for the duration of the construction works has been submitted to and approved in writing by the Local Planning Authority. The Archaeological Watching Brief must meet the standards laid down by the Chartered Institute for Archaeologists Standard and Guidance for archaeological watching briefs. The development shall be carried out in strict accordance with the approved Archaeological Watching Brief and a copy of the resulting report should be submitted to and approved in writing by the Local Planning Authority and the Development Control Archaeologist, Clwyd Powys Archaeological Trust (41 Broad Street, Welshpool, Powys, SY21 7RR Email: markwalters@cpat.org.uk Tel: 01938 553670) prior to the first occupation of any dwelling in a phase adjoining the area identified as Archaeological Preservation in Situ Area on drawing no. A106224-PP001 Rev J (Parameters Plan)

19. The Reserved Matters shall include an area or areas of public open space within each phase, together with a scheme that includes the following details:

- 1) the siting, size, layout and appearance of any formal equipped play areas;
 - 2) hard and soft landscaping of the open space area(s);
 - 3) the timing of the construction and landscaping of the open space area(s);
- Public open space shall be provided on site within each phase in accordance with the approved scheme and permanently retained thereafter.

20. Prior to commencement of development in any phase adjoining the A541 Mold Road a scheme for the provision of a bus stop on the south-bound carriageway of the A541 Mold Road, to include a timetable for implementation, shall be submitted to and approved in writing by the Local Planning Authority. The bus stop shall be provided in accordance with the approved scheme and shall be retained thereafter.

21. No dwelling shall be occupied until a Final Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall include measures to encourage occupiers of the development to walk, cycle and to use local facilities and public transport.

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22. The speed limit changes shown on drawing J000069-GA004A - Stansty Chain Road Speed Limit shall be implemented prior to first occupation of any dwelling in a phase adjoining Stansty Chain Road.

23. Development shall not commence until a suitably qualified ecologist (Ecological Clerk of works) has been appointed and details of an ecological watching brief, to include 6 monthly audits, have been submitted to and approved in writing by the Local Planning Authority. Development shall thereafter be carried out in strict accordance with watching brief, including the submission of the findings of each 6 monthly audit.

24. Vegetation clearance shall not take place in any phase of the development hereby permitted between March and September (inclusive) other than in accordance with details submitted to and approved in writing by the Local Planning Authority.

25. No dwelling shall be occupied until a fence has been erected along the full length of the boundary with the A483 trunk road in accordance with details that shall first have been submitted to and approved in writing by the Local Planning Authority. The fence shall thereafter be permanently retained.

26. No drainage from the site shall be connected to or allowed to discharge into the trunk road drainage system.

27. No dwelling shall be occupied until a scheme of low and zero carbon technology has been implemented in accordance with a scheme that shall have first been submitted to and approved in writing by the Local Planning Authority. Thereafter the measures installed in accordance with the scheme shall be retained.

Reason(s)

1. To comply with Section 92 of the Town and Country Planning Act, 1990.
2. To ensure that the development of the site takes place in a coordinated manner and to ensure compliance with LDP policy H2 in respect of the delivery of affordable housing.
3. To comply with Section 92 of the Town and Country Planning Act, 1990.
4. To comply with Section 92 of the Town and Country Planning Act, 1990.
5. To define the scope of the planning permission.

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6. To comply with section 71ZA (2) of the Town and Country Planning Act 1990.
7. To secure safe and convenient means of pedestrian access to the site in the interests of promoting sustainable transport choices in accordance with policies DM1 and T1 of the Wrexham Local Development Plan.
8. In the interests of the amenities of the future occupants of the buildings in accordance with Policy DM1 of the Wrexham Local Development Plan.
9. In the interests of the amenities of the future occupants of the buildings in accordance with Policy DM1 of the Wrexham Local Development Plan.
10. To ensure the work is carried out to accepted arboricultural practices for the long term wellbeing of the tree(s) in accordance with Policies SP19, DM1 and NE3 of the Wrexham Local Development Plan.
11. In order to protect wildlife interests, which are afforded special protection in accordance with Policies SP14 and NE1 of the Wrexham Local Development Plan and to ensure the development delivers net benefit to biodiversity in accordance with paragraph 6.4.5 of Planning Policy Wales 11
12. To protect archaeological remains in accordance Policy SP15 of the Wrexham Local Development Plan.
13. In order to protect wildlife interests, which are afforded special protection in accordance with Policies SP14 and NE1 of the Wrexham Local Development Plan.
14. To protect the integrity of the public sewerage system and prevent hydraulic overloading of the public sewerage system. To protect the health and safety of existing residents and to ensure no detriment to the environment in accordance with Policies DM1 and NE6 of the Wrexham Local Development Plan.
15. In the interests of the amenities of the future occupants of the buildings in accordance with Policy DM1 of the Wrexham Local Development Plan.
16. In the interests of minimising disruption arising from the development as well as securing a sustainable use of materials excavated during construction in accordance with policy DM1 of the Wrexham Local Development Plan.
17. In the interests of highway safety in accordance with Policies DM1 and T1 of the Wrexham Local Development Plan.
18. To ensure archaeological remains are recorded and protected in accordance Policy SP15 of the Wrexham Local Development Plan.

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19. In the interests of the appearance of the development and the standard of amenity afforded to future occupiers in accordance with policies DM1 and CF2 of the Wrexham Local Development Plan.

20. To assist future occupiers of the development to make sustainable transport choices in accordance with policies DM1, T1 and T2 of the Wrexham Local Development Plan.

21. To assist future occupiers of the development to make sustainable transport choices in accordance with policies DM1, T1 and T2 of the Wrexham Local Development Plan.

22. In the interests of highway safety in accordance with policies DM1 and T1 of the Wrexham Local Development Plan.

23. In order to protect wildlife interests, which are afforded special protection in accordance with policies SP15 and NE1 of the Wrexham Local Development Plan.

24. In order to protect wildlife interests, which are afforded special protection in accordance with Policies SP15 and NE1 of the Wrexham Local Development Plan.

25. To prevent direct access to the A483 trunk road in the interests of highway safety and in accordance with policy DM1 of the Wrexham Local Development Plan.

26. In the interests of highway safety in accordance with policy DM1 of the Wrexham Local Development Plan.

27. To ensure the development minimises energy use and carbon emissions in accordance with policy RE1 of the Wrexham Local Development Plan.

Note(s) to applicant

The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to the Coal Authority on 0345 762 6848.

Further information is also available on the Coal Authority website at: www.gov.uk/government/organisations/the-coal-authority
You must comply with your duties in section 71ZB (notification of initiation of development and display of notice: Wales) of the Town and Country Planning Act 1990. The duties in that section include the following:

Applicant	MR GARY LYNCH, RUSSELL HOMES (UK) LTD	Code No	GWE P/2019/0923
Agent	J10 PLANNING LTD MR JUSTIN PAUL 1 - 3 UPPER EASTGATE ROW EASTGATE ROW NORTH CHESTER CH1 1LQ	Date Received	16/12/2019
		Decision Date	

*** Notice of initiation of development**

Before beginning any development to which this planning permission relates, notice must be given to the Local Planning Authority in the form set out in Schedule 5A to the Town and Country Planning (Development Management Procedure) (Wales) Order 2012 or in a form substantially to the like effect. The forms set out the details that must be given to the Local Planning Authority to comply with this duty.

*** Display of notice**

The person carrying out development to which this planning permission relates must display at or near the place where the development is being carried out, at all times when it is being carried out, a notice of this planning permission in the form set out in Schedule 5B of the Town and Country Planning (Development Management Procedure) (Wales) Order 2012 or in a form substantially to the like effect. The form sets out the details that the person carrying out development must display to comply with this duty.

The person carrying out development must ensure that the notice is:

- a) Firmly affixed and displayed in a prominent place at or near the place where the development is being carried out;
- b) Legible and easily visible to the public without having to enter the site; and
- c) Printed on durable material. The person carrying out development should take reasonable steps to protect the notice (against it being removed, obscured or defaced) and, if need be, replace it.



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

Applicant	MR GARY LYNCH, RUSSELL HOMES (UK) LTD	Code No	GWE P/2019/0923
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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

APPENDIX 1

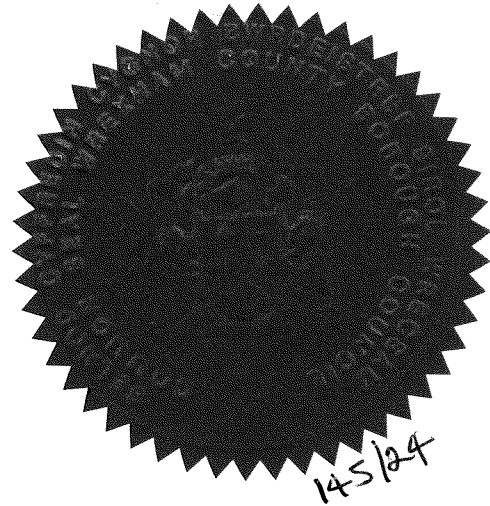
PLAN A – reference A106224-002 Rev C

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)

RUSSELL HOMES (UK) LIMITED acting by a)

Director, in the presence of:-)



Director_Signature

Director Name (block capitals):

DANIEL IGERSHAW

Signature of Witness:



Name of witness (block capitals):

MARK IVESON

Address of Witness:

7 OAK MEADOW

BRAMHALL, STOCKPORT

Occupation of Witness:

SOLICITOR

Signed as a Deed by)

HUW CHRISTOPHER MORRIS)

, in the presence of:-

Huw C. Morris

Signature of Witness:

J. Carnegie

Name of witness (block capitals):

JULIE CARNEGIE

Address of Witness:

5, HIGHFIELD VILLAS, MOLD, FLINTSHIRE
CH7 1PW

Occupation of Witness:

TEACHER

Signed as a Deed by)

JENNIFER ELIZABETH SHAN THOMAS)

in the presence of:-

J. Thomas

Signature of Witness:

J. Carnegie

Name of witness (block capitals):

JULIE CARNEGIE

Address of Witness:

5, HIGHFIELD VILLAS, MOLD FLINTSHIRE
CH7 1PW

Occupation of Witness:

TEACHER.

Signed as a Deed by)

PETER DAVID JONES)

, in the presence of:-

P. Jones

Signature of Witness:

J. Carnegie

Name of witness (block capitals):

JULIE CARNEGIE

Address of Witness:

5, HIGHFIELD VILLAS, MOLD, FLINTSHIRE
CH7 1PW

OCCUPATION: TEACHER 34

Occupation of Witness:

Signed as a Deed by)

ROBERT STEVEN JONES)

, in the presence of:-)


.....

Signature of Witness:

Name of witness (block capitals):

Address of Witness:


JULIE CARNEGIE
5, HIGHFIELD VILLAS, MOLD, FLINTSHIRE
CH7 1PW

Occupation of Witness:

TEACHER

Signed as a Deed by)

CYRIL EMLYN JONES)

, in the presence of:-)


.....

Signature of Witness:

Name of witness (block capitals):

Address of Witness:


JULIE CARNEGIE
5, HIGHFIELD VILLAS, MOLD, FLINTSHIRE
CH7 1PW

Occupation of Witness:

TEACHER

