

**Planning Obligation by Deed of Agreement
under Section 106 of the Town and Country
Planning Act 1990**

relating to the development of Wynnstay
Technology Park, Ruabon, Wrexham LL14 6EN

Dated: *23rd February* 2018

Wrexham County Borough Council (1)

NS Holdings Limited (2)

DATED 23rd February

2018

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of The Guildhall, Wrexham, LL11 1AY ("Council")
- (2) **NS HOLDINGS LIMITED** (incorporated in Guernsey) (Co. Regn. No. 44105) of The Meadows, Route des Bilcqs, St Andrews, Guernsey GY6 8YD ("Owner")

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Owner is the freehold owner of the Site registered at HM Land Registry under Title Number WA838989 free from encumbrances that would prevent the Owner from entering into this Deed.
- 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 29 June 2017 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.

"Application"

the application for outline planning permission dated 28 July 2016 submitted to the Council for the Development and allocated reference number P/2016/0735.

"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 for mixed use development comprising the erection of 6 no light industrial units (use B1) (140m² floor space per unit); erection of 1 no retail unit (Use A1/A3) (370m² floor space); the erection of nine 4 bedroom, 3 storey houses; erection of twenty-six 3 bedroom houses including 25% (10) to be designated as affordable for local needs; including the provision of

"Dingy Skipper Butterfly Mitigation Area"	3,300m ² of amenity woodland area and 1,085m ² of public open space as set out in the Application.
"Dwelling"	means the area of land as shown on indicative plan no ST-08 Rev C attached to this deed reserved as mitigation habitat for the Dingy Skipper Butterfly.
"Education Contribution"	any dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission and "Dwellings" shall be construed accordingly.
"First Occupation"	means the sum of seventy six thousand and forty eight pounds (£76,048.00) towards the expansion of Rhosymedre Community Primary School at Park Road, Rhosymedre, Wrexham LL14 3EG required as a consequence of the Development.
"Index"	means the date on which a Dwelling is first Occupied.
"Interest"	all items Index of Retail Prices issued by the Office for National Statistics or in the event of discontinuance any replacement thereof or such alternative index as may be notified by the Council to the Owner.
"Landscaped Areas"	interest at 2 per cent above the base lending rate of HSBC Bank Plc from time to time.
"Landscaped Areas Management Plan"	means the communal areas, the location and specifications of which are to be determined as part of a Reserved Matters Approval.
"LEAP"	means a written plan setting out the details of the management and maintenance of the Landscaped Areas including but not limited to the LEAP and the Dingy Skipper Butterfly Mitigation Area but excluding the privately owned domestic gardens to be submitted to the Council for approval pursuant to paragraph 1 of the Third Schedule.
"Management Entity"	means the locally equipped area for play to be provided as part of the Development, the location and specification of which is to be determined as part of a Reserved Matters Approval.
"Occupation"	means such body or bodies that are nominated or established by the Owner for the long term maintenance and management of the Landscaped Areas in accordance with the Third Schedule.
"Planning Permission"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" and "Occupy" shall be construed accordingly.
	the outline planning permission subject to conditions to be granted by the Council pursuant to the Application as set

out in the First Schedule.

“Reserved Matters Approval”

the grant of any application for reserved matters approval required pursuant to the Planning Permission.

“Site”

the land at Wynnstay Technology Park, Ruabon, Wrexham against which this Deed may be enforced as shown edged red on the Site Location Plan.

“Site Location Plan”

the plan attached to this Deed labelled “Site Location Plan”.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, 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 severally 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 person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.

3 LEGAL BASIS

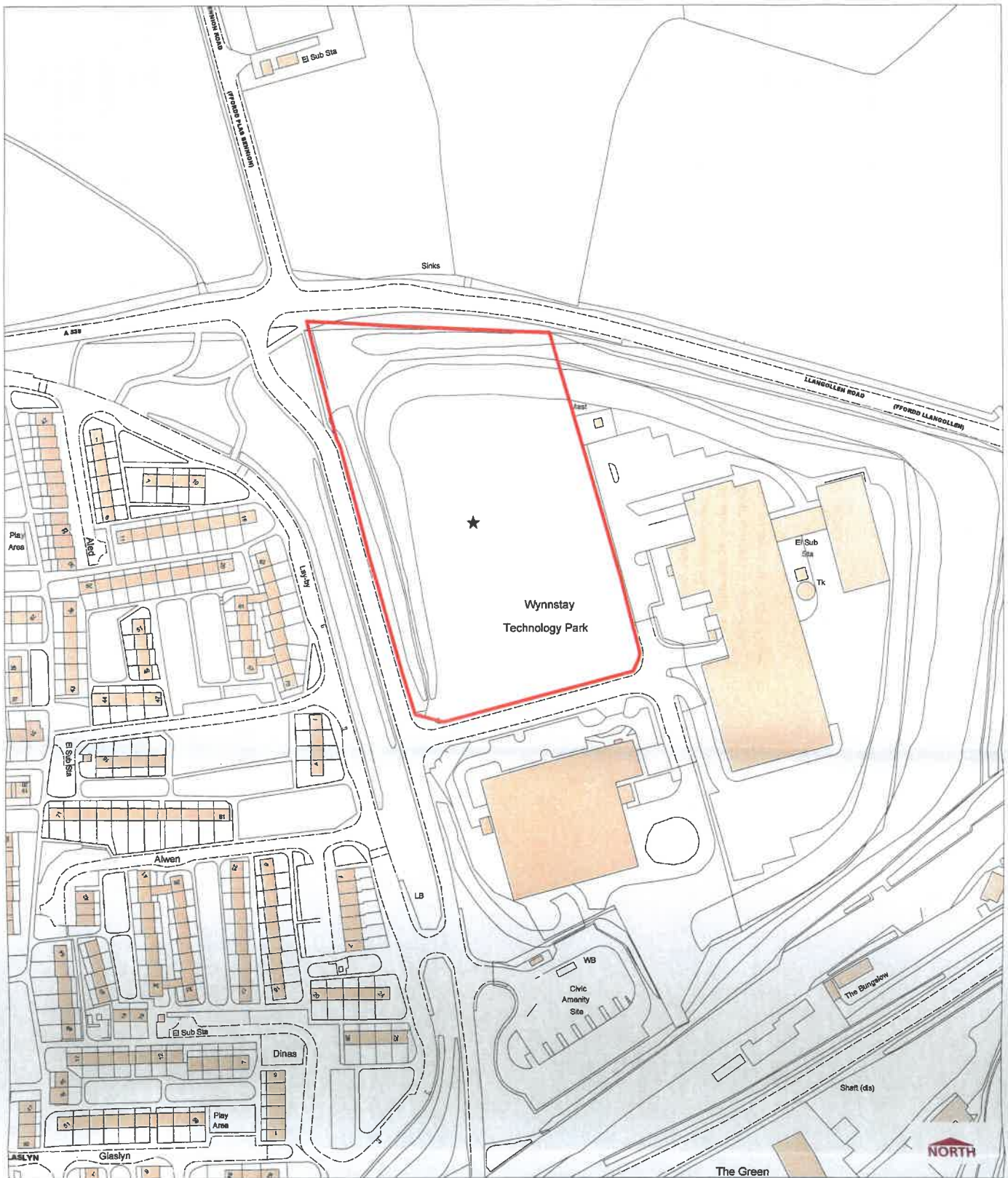
- 3.1 This Deed is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972 and section 2 of the Local Government Act 1972 and all other enabling powers and enactments that are relevant.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this 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 1, 2, 3, 5 (only in respect of paragraph 1 of the Third Schedule), 7.2, 7.11, 9, 13, 14 and 15 which shall come into effect immediately upon completion of this Deed.



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Site Location Plan

Head of Environment and Planning
Environment and Planning Department
16 Lord Street, Wrexham
LL11 1LG

29/06/2017
Scale 1:2500
SJ 2943

Town & Country Planning Act 1990 Section 106 Obligation



P/2016/0735
Site of Wynnstay Technology Park
South of Llangollen Road, Ruabon
Wrexham



5 THE OWNER'S COVENANTS

The Owner covenants with the Council as set out in the Second and Third Schedules.

6 THE COUNCIL'S COVENANTS

The Council covenants with the Owner as set out in the Fourth Schedule.

7 MISCELLANEOUS

- 7.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.2 This Deed shall be registrable as a local land charge by the Council.
- 7.3 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, 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 Head of Development and Building Control 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.
- 7.4 Following the performance and satisfaction of all the obligations contained in this Deed to the Council's satisfaction, the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.5 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.
- 7.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.7 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.
- 7.8 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.
- 7.9 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.
- 7.10 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all statutes, by-laws, statutory instruments, orders and regulations in the exercise of its functions as a local authority.
- 7.11 The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.

8 WAIVER

No waiver (whether expressed or implied) by the Council (or the 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 the 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 as soon as reasonably practicable (and in any event within 5 Working Days) written notice of any change of 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 PROVIDED THAT the Owner shall not be required to notify the Council of the disposition of an individual Dwelling.

10. INDEXATION

Any sum referred to in the Second Schedule 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 DISPUTE PROVISIONS

- 13.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in Wales with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 13.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 13.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 13.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted

any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

14

JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales as it applies in Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

15

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.

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

FIRST SCHEDULE

Form of notice of 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	NS HOLDINGS LTD	Code No	RUA P/2016/0735
Agent	CADNANT PLANNING LTD MR RHYS DAVIES 1 CONNAUGHT HOUSE RIVERSIDE BUSINESS PARK BENARTH ROAD CONWY LL32 8UB	Date Received	28/07/2016
		Decision Date	

Town and Country Planning Act, 1990

Location of application

SITE OF WYNNSTAY TECHNOLOGY PARK SOUTH OF LLANGOLLEN ROAD, RUABON, WREXHAM, LL14 6EN

Description of application

OUTLINE PLANNING APPLICATION (WITH ALL MATTERS RESERVED) FOR MIXED USE DEVELOPMENT COMPRISING THE ERECTION OF 6 NO LIGHT INDUSTRIAL UNITS (USE B1) (140 M2 FLOOR SPACE PER UNIT), ERECTION OF 1 NO RETAIL UNIT (USE A1/A3) (370 M2 FLOOR SPACE), ERECTION OF 9 NO FOUR BEDROOM, THREE STOREY HOUSES, ERECTION OF 26 NO 3 BEDROOM HOUSES INCLUDING 10 TO BE DESIGNATED AS AFFORDABLE FOR LOCAL NEEDS PROVISION OF 3,300 M2 OF AMENITY WOODLAND AREA AND 1,085 M2 OF PUBLIC OPEN SPACE

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

GDP1	Development objectives
GDP2	Capacity of infrastructure and community facilities
PS1	Settlement limits
PS11	Biodiversity
PS2	Development and the environment
PS3	Brownfield Land
PS4	Settlement Pattern
PS6	Strategic employment provision

Revision	Date	Description of Decision
0		Planning permission issued

Particulars of decision that Outline Planning Permission be GRANTED

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Subject to the following:-

Condition(s)

1. Approval of the following details shall be obtained from the Local Planning Authority before any part of the development is commenced:
 - a. the layout of the building(s)
 - b. the scale of the building(s)
 - c. the appearance of the building(s)
 - d. the landscaping of the site
2. Plans and particulars of the reserved matters referred to in condition 1 (above) 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.
3. 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.
4. This permission shall provide for a maximum of 35 dwellings.
5. No part of the development shall commence until details of the implementation, maintenance and management of the sustainable drainage scheme have been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented and thereafter managed and maintained in strict accordance with the details as approved. Those details shall include:
 - i. a timetable for its implementation, and
 - ii. a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.
6. No land drainage run-off or surface water shall be permitted to discharge or connect to the public sewerage system, either directly or indirectly, and foul and surface water shall be drained separately from the site.

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7. No development shall take place 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.

8. Each part of the site subject to the remediation under the scheme(s) approved as part of condition no.7 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.

9. All works in relation to the implementation of this permission, including deliveries to and / or leaving the site, shall be undertaken only between the hours of 7.30 and 18.00 Monday to Friday, and 08.00 to 14.00 on a Saturday, and at no time on a Sunday or a Bank Holiday unless the prior written approval of the Local Planning Authority has been obtained.

10. No part of the development shall commence until an appropriate Dust Management Scheme has been submitted to and approved in writing by the Local Planning Authority. The dust mitigation measures as are approved shall be fully implemented for the entire duration of the construction phase

11. The rating level of any noise generated by air handling plant associated with the development shall not exceed the pre-existing background level by more than 5dB (A) at any time. The noise levels shall be determined at nearby noise sensitive premises, and measurements and assessment shall be made in accordance with BS4142:2014 Method of Rating Industrial Noise Affecting Mixed Residential and Industrial areas.

12. No part of the development shall commence until a noise survey in order to determine noise levels for both day and night has been carried out, and a detailed report of the survey findings together with a detailed scheme of

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noise attenuation and/or noise insulation measures has been submitted to and approved in writing by the Local Planning Authority. The measures as are approved shall be fully implemented prior to the first occupation / use of the development.

13. Prior to first use of the development hereby approved the vehicular access shall provide visibility splays of 2.4 metres x 43 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.

14. The light industrial units hereby approved shall be permananelty as 6 no. individual units and shall at no time operate as one single unit.

15. An external bat friendly lighting scheme shall be submitted to and approved in writing by the Local Planning Authority as part of the reserved matters application. The scheme shall be fully implemented in accordance with the approved details prior to first use / occupation of the development.

16. Details of all of the proposed boundary treatments in and around the site shall be submitted to and approved, in writing, by the Local Planning Authority as part of the reserved matters application. The boundary treatments as are approved shall be fully implemented in strict accordance with the details as are approved prior to first use of the development.

17. A scheme of long-term management and responsibility for the Dingy Skipper Butterfly mitigation area as shown on indicative plan no. ST-08 Rev C shall be submitted to and approved, in writing, by the Local Planning Authority as part of the reserved matters application. The management plan shall be fully implemented in accordance with the details as are approved.

18. As part of the reserved matters application, an Arboricultural Implication Assessment dealing comprehensively with all tree issues (including shading of the residential plots) shall be submitted to and approved in writing by the Local Planning Authority. No development or other operations shall take place except in strict accordance with the Assessment as is approved. This Assessment shall include all trees with a stem diameter of 75 mm or above (including crown spreads and stems) and the trees shall be colour coded and shown accurately on a topographical land survey.

19. The existing trees, shrubs and hedges shown on drawing no. ST-08 Rev C to be permanently retained shall not be cut down, grubbed out, lopped

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or uprooted. Any trees, shrubs or hedges removed or being severely damaged or becoming diseased shall be replaced with trees, shrubs or hedging plants of the equivalent size and species.

20. No equipment, machinery, plant or materials of any kind in connection with the development shall be brought onto the site until tree protection fencing and ground protection measures have been implemented in strict accordance with details which have been submitted to and approved in writing by the Local Planning Authority. The details should include specification and location for the fencing. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavations be made.

21. The tree protection fencing and ground protection measures approved in connection with condition no. 20 shall be kept in place until all external site works have been completed and the removal of the fencing has been approved in writing by the Local Planning Authority.

22. No part of the development shall commence until a scheme for the provision of affordable housing within the development shall be submitted to and approved in writing by the Local Planning Authority. The affordable housing shall be provided in accordance with the approved scheme and shall meet the definition of affordable housing in Annex B of Welsh Government Technical Advice Note 2 or any future guidance which replaces it. The scheme shall include:

- i) the numbers, type, tenure and location on the development of the affordable housing provision to be made which shall consist of not less than 10 no. housing units;
- ii) the timing of the construction of the affordable housing and its phasing in relation to the occupancy of the market housing;
- iii) the arrangements for the transfer of the affordable housing to an affordable housing provider or the management of the affordable housing if no Registered Social Landlord is involved;
- iv) The arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the affordable housing; and
- v) The occupancy criteria to be used for determining the identity of occupiers of the affordable housing and the means by which such occupancy criteria shall be enforced.

Reason(s)

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1. To comply with the provisions of the Town and Country Planning (Development Management Procedure) (Wales) Order 2012
2. To comply with Section 92 of the Town and Country Planning Act, 1990.
3. To comply with Section 92 of the Town and Country Planning Act, 1990.
4. In the interests of highway safety and to ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
5. To ensure satisfactory drainage of the site and to avoid flooding.
6. 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.
7. In the interests of the amenities of the future occupants of the buildings
8. In the interests of the amenities of the future occupants of the buildings
9. To protect the amenities of the occupiers of nearby properties.
10. To protect the amenities of the occupiers of nearby properties.
11. To protect the amenities of the occupiers of nearby properties.
12. To protect the amenities of the occupiers of nearby properties.
13. To ensure that adequate visibility is provided at the proposed point of access to the highway.
14. In the interests of highway safety.
15. To protect named species/habitats/biodiversity which would otherwise be damaged/lost by the development hereby permitted.
16. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area and to protect the amenities of the occupiers of nearby properties.
17. To protect named species / habitats / biodiversity which would otherwise be damaged / lost by the development hereby permitted.
18. To protect trees which are of significant amenity value to the area.
19. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
20. To ensure that the retained trees are adequately protected during development in the interests of amenity.

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21. To ensure that the retained trees are adequately protected during development in the interests of amenity.
22. To ensure adequate provision of affordable housing in perpetuity.

Note(s) to applicant

The development site is in close proximity to the railway and the developer is therefore required to carry out a noise survey in connection with condition no. 12 in order to determine noise levels for both day (0700 - 2300 hours) and night (2300 - 0700 hours) having regard to Planning Guidance (Wales), 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 proposed accommodation, and
- b) A detailed scheme of noise insulation and / or attenuation measures so designed to safeguard the amenity of the future occupants of the proposed accommodation hereby approved.

Additional consent may be required from the Lead Local Flood Authority prior to formalising any connection into the existing culverted watercourse that will receive attenuated flows from the surface water system.

If the development will give rise to a new discharge (or alter an existing discharge) of trade effluent, directly or indirectly to the public sewerage system, then a Discharge Consent under Section 118 of the Water Industry Act 1991 is required from Dwr Cymru / Welsh Water. Please note that the issuing of a Discharge Consent is independent of the planning process and a consent may be refused although planning permission is granted. The applicant may need to apply to Dwr Cymru / Welsh Water for any connection to the public sewer under S106 of the Water industry Act 1991. If the connection to the public sewer network is either via a lateral drain (i.e. a drain which extends beyond the connecting property boundary) or via a new sewer (i.e. serves more than one property), it is now a mandatory requirement to first enter into a Section 104 Adoption Agreement (Water Industry Act 1991). The design of the sewers and lateral drains must also conform to the Welsh Ministers Standards for Gravity Foul Sewers and Lateral Drains, and conform

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with the publication ""Sewers for Adoption""- 7th Edition. Further information can be obtained via the Developer Services pages of www.dwrcymru.com. The applicant is also advised that some public sewers and lateral drains may not be recorded on our maps of public sewers because they were originally privately owned and were transferred into public ownership by nature of the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. The presence of such assets may affect the proposal. In order to assist us in dealing with the proposal the applicant may contact Dwr Cymru Welsh Water on 0800 085 3968 to establish the location and status of the apparatus. Under the Water Industry Act 1991 Dwr Cymru Welsh Water has rights of access to its apparatus at all times.

Further advice on compliance with condition no. 08 and 09 may be obtained by contacting the Council's Environmental Protection Team on 01978 315733. Should the investigation identify contamination issues that may affect receptors other than the site users e.g. groundwater, then it is recommended that these works are also addressed in consultation with the Housing and Public Protection Department prior to commencement of works on site.



Officer Appointed for this purpose
Head of Environment 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

SECOND SCHEDULE

Owner's Covenants – Education Contribution

1. The Owner shall pay the Education Contribution to the Council in its capacity as local education authority in accordance with the following instalments:
 - a) the sum of twenty one thousand, seven hundred and twenty eight pounds (£21,728.00) prior to Occupation of five (5) of the Dwellings;
 - b) the sum of twenty one thousand, seven hundred and twenty eight pounds (£21,728.00) prior to Occupation of fifteen (15) of the Dwellings;
 - c) the sum of thirty two thousand, five hundred and ninety two pounds (£32,592.00) prior to Occupation of twenty seven (27) of the Dwellings.
2. The Owner shall not Occupy or permit or suffer to be Occupied:
 - a) more than five (5) Dwellings until the sum of twenty one thousand, seven hundred and twenty eight pounds (£21,728.00) has been paid to the Council in accordance with paragraph 1(a) of this Second Schedule;
 - b) more than fifteen (15) Dwellings until the sum of twenty one thousand, seven hundred and twenty eight pounds (£21,728.00) has been paid to the Council in accordance with paragraph 1(b) of this Second Schedule;
 - c) more than twenty seven (27) Dwellings until the sum of thirty two thousand, five hundred and ninety two pounds (£32,592.00) has been paid to the Council in accordance with paragraph 1(c) of this Second Schedule.

THE THIRD SCHEDULE

Owner's Covenants – Landscaped Areas

The Owner covenants with the Council as follows:

1. Not to Commence Development until details of the Management Entity its officers, membership and the level of its service charge (or other such funding arrangement as may be agreed between the parties in writing) for the management of the Landscaped Areas have been submitted to and approved in writing by the Council.
2. Not to cause or allow First Occupation until the Management Entity has been properly constituted and funded (if applicable) by the Owner in accordance with the details approved by the Council pursuant to paragraph 1 above.
3. Not later than 12 months from the date on which a Dwelling is First Occupied, the Owner shall transfer by way of freehold transfer the Landscaped Areas to the Management Entity and procure that the Management Entity shall manage and maintain the Landscaped Areas for the lifetime of the Development.
4. Upon completion of the transfer to the Management Entity the Management Entity (and absent of any such transfer the Owner) shall:
 - 4.1 comply with the Landscaped Areas Management Plan and maintain and manage for the lifetime of the Development the Landscaped Areas in accordance with the Landscaped Areas Management Plan the Planning Permission the Reserved Matters Approval and this Agreement;
 - 4.2 observe and perform the provisions of the Landscaped Areas Management Plan and 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;
 - 4.3 not use the Landscaped Areas for any purpose whatsoever other than as public open space for the benefit of the Development but FOR THE AVOIDANCE OF DOUBT the obligation in this paragraph 4.3 shall not apply to the Dingy Skipper Butterfly Mitigation Area; and
 - 4.4 not to cause permit or allow any structures other than those in accordance with the Planning Permission or other obstructions whatsoever to be erected within the Landscaped Areas or deposit any waste or alter ground levels or light fires within the Landscaped Areas.

FOURTH SCHEDULE

Council's Covenants

Repayment of contributions

1. The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.
2. The Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within five (5) years of the date of receipt by the Council of such payment together with interest accrued for the period from the date of payment to the date of refund.
3. The Council shall provide to the Owner such evidence, as the Owner shall reasonably require, in order to confirm the expenditure of the sums paid by the Owner under this Deed.

Discharge of obligations

4. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

Planning permission

5. The Council covenants with the Owner to issue the Planning Permission as soon as reasonably practicable following completion of this Deed.

THE COMMON SEAL OF
WREXHAM COUNTY BOROUGH COUNCIL
was affixed in the presence of:




Authorised Signatory:

65/18

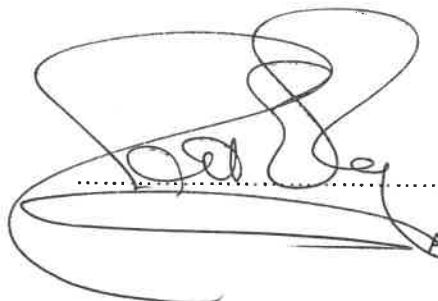
SIGNED as a DEED on behalf of)

NS HOLDINGS LIMITED)

(a company incorporated in Guernsey))

by: **ROBERT E. H. WRAGG**)

.....)


.....
Authorised Signatory

being a person who, in accordance with
the laws of that territory, is acting under
the authority of the company