

16 June

2016

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

relating to Land on the South West Side of
Stansty Road (North of Total Fitness), Wrexham
LL11 2BU

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

URBAN DEVELOPMENTS AND CONSTRUCTION LIMITED (2)

and

GOWER HOMES LIMITED (3)

Head of Corporate and Customer Services
Guildhall
Wrexham
LL11 1AY

Ref: ND/020544

DATE 16 June 2016

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of the Guildhall, Wrexham, LL11 1AY ("Council"); and
- (2) **URBAN DEVELOPMENTS AND CONSTRUCTION LIMITED** (company registration number 07968619) whose registered address for service is Pinfold Works, Rossett Road, Trevalyn, Rossett, Wrexham LL12 0DQ ("the Owner"); and
- (3) **GOWER HOMES LIMITED** (company registration number 01204658) whose registered address for service is 8 Temple Row, Wrexham LL13 8LY ("the Developer")

INTRODUCTION

- (1) The Council is the local planning authority for the purposes of this Deed and the Town & Country Planning Act 1990 (as amended) for the area within which the property described in the First Schedule hereto is situate and is the local planning authority by whom a planning obligation is enforceable
- (2) The Owner is the registered proprietor of the Site
- (3) The Developer has submitted the Application to the Council and the parties have agreed to enter into this deed in order to secure the planning obligations contained in this Deed.
- (4) The Council resolved on the 4th April 2016 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/full planning permission dated 26th October 2015 submitted to the Council for the Development and allocated reference number P/2015/0812

“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 any residential unit (including a house flat or maisonette) constructed on the Site pursuant to the Planning Permission

"Education Contribution"	means the sum to be paid by the Owner to the Council in accordance with the provisions of the Fourth Schedule
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics
"Interest"	interest at 5 per cent above the base lending rate of the Barclays Bank Plc from time to time.
"Material Operation"	means a material operation as defined in Section 56 subsection 4(a) to (e) of the 1990 Act to implement the Planning Permission
"Plan A"	the Plan A attached to this Deed
"Plan B"	the Plan B attached to this Deed
"Planning Permission"	the full planning permission subject to conditions to be granted by the Council pursuant to the Application and attached to this Deed
"Playing Fields and Parks Contribution"	means the sum of twenty one thousand pounds (£21,000.00) (indexed in accordance with the provisions of this Deed) to be paid by the Owner to the Council and expended by the Council in accordance with the provisions of the Second Schedule
"POS Scheme"	means the scheme relating to the implementation and management of the Public Open Space submitted to and approved in writing by the Council pursuant to the Application and relevant condition(s) of the Planning Permission
"POS Transfer"	means a transfer of the Public Open Space to a Residents Management Company
"Practical Completion"	issue of a certificate of practical completion by NHBC by way of the usual NHBC cover note

"Public Open Space"	means the areas shown edged green on Plan B and all trees and other such areas of landscaping and planting on the Development in accordance with condition 11 and 12 of the Planning Permission
"Residents Management Company"	means a registered company limited by guarantee that has been formed for the purposes of maintaining the Public Open Space and for complying with and carrying out the requirements of the POS Scheme
"Site"	the land subject to this Deed as shown edged red on the 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.

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 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 JURISDICTION

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

14 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

FIRST SCHEDULE

Description of the Site

All that parcel of land being Land on south west side of Stansty Road (north of Total Fitness), Wrexham LL11 2BU which is registered at H M Land Registry in the name of the Owner with title absolute under title number WA961695 and CYM257706 and shown edged in red on Plan A

SECOND SCHEDULE

Owner's Covenants – Playing Fields and Parks Contribution

On occupation of the twelfth Dwelling within the Development the Owner shall pay the Playing Fields and Parks Contribution to the Council which shall be used by the Council to upgrade and improve the provision and facilities of playing fields and parks namely Rhosddu Road Play Area, Wrexham.

THIRD SCHEDULE

Owner's Covenants – Residents Management Company

Residents Management Company

1. Not to carry out any Material Operation on the Site until:-
 - 1.1 the Residents Management Company has been incorporated and
 - 1.2 a copy of the proposed Articles of Association of the Residents Management Company has been submitted to and approved in writing by the Council
- 2 To submit to the Council the Articles of Association and Certificate of Incorporation of the Residents Management Company within 4 weeks of its incorporation
3. On the first disposal of each Dwelling to require the purchasers thereof and their successors in title to become members of the Residents Management Company with a view and to the intent that they can influence and contribute to the compliance with the obligations of this Schedule and to procure that a restriction is entered on the Proprietorship Register of all individual Dwellings in the following form:

“No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 3 of the Third Schedule of an Agreement dated 2016 made between Wrexham County Borough Council (1) Urban Developments and Construction Limited have been complied with”
4. To pay to the Residents Management Company a fair and reasonable proportion (with the intention that the sum of all contributions from the Dwellings on the Site shall equal 100%) of the outgoings of the

Residents Management Company incurred in complying with the relevant obligations of this Schedule

5. To observe and perform the provisions of the POS Scheme 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
6. To provide in the POS Transfer a covenant in the following terms:

“The Transferee hereby covenants in fee simple in perpetuity to observe and perform the covenants agreements obligations and stipulations contained or referred to in the Third Schedule of an Agreement dated 16 June 2016 made between Wrexham County Borough Council (1) Urban Developments and Construction Limited (2) AND to observe and perform the requirements of the POS Scheme referred to therein”.
7. Not to allow more than 50% of the Dwellings to be occupied until the POS Transfer has been completed and a certified copy of the POS Transfer and the enabling Residents Management Company's Board Minute and Resolution has been submitted to the Council in evidence thereof
8. To plant lay out and construct, and provide play equipment on, the Public Open Space in accordance with the POS Scheme the Planning Permission and this Agreement
9. To comply with the POS Scheme and to maintain and manage in perpetuity the Public Open Space and any play equipment erected thereon in accordance with the POS Scheme the Planning Permission and this Agreement

10. Not to use the Public Open Space for any purpose whatsoever other than as public open space for the benefit of the Development being landscaped and open grassed areas and as a play area nor cause permit or allow any structures other than play equipment in accordance with the Planning Permission or other obstructions whatsoever to be erected within the Public Open Space or deposit any waste or alter ground levels or light fires within the Public Open Space

FOURTH SCHEDULE

Owner's Covenants – Education Contribution

1. The Owner covenants with the Council to pay to the Council on occupation of the twelfth dwelling the Education Contribution towards the provision, improvement or extension of secondary education facilities in accordance with the following formula:

Primary Education Contribution: -

A = (2-3 bedroom Dwellings) - No of Units x £1960.00 One thousand nine hundred and sixty pounds

B = (4+ bedroom Dwellings) - No of Units x £2352.00 Two thousand three hundred and fifty two pounds

	Total	Education
Contribution = A + B		

2. For the avoidance of doubt it is acknowledged that the obligation to pay the Education Contribution is not conditional upon receiving any demand, request, invoice, or other communication from the Council
3. In the event that the Education Contribution is paid later than 12 (twelve) months from the Commencement of Development it shall be increased by the same percentage as the percentage increase in the all items figure of the Index of Retail Prices published two months before the date of payment when compared with the all items figure at the said Index in existence at the date of this Deed until the date of actual payment

FIFTH SCHEDULE

Council's Covenants - Discharge of obligations

- 1 The Council covenants with the Owner to use the Education Contribution and the Playing Fields and Parks 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 five 5 years of the date of receipt by the Council **EXCEPT** with regard to the Education Contribution where the said ten 10 years shall commence from the date of receipt by the Council of the final payment in accordance with the provisions of the Third Schedule hereto together with Interest from the date of the payment to the date of refund.

SIXTH SCHEDULE
LPG 27 – DEVELOPER CONTRIBUTIONS TO SCHOOLS & LPG 10 –
PUBLIC OPEN SPACE IN NEW HOUSING DEVELOPMENT

CERTIFICATE

Allyson Hughes (name) of *10 Greenacres Road Weymouth* (address)
as solicitors for the Owner (as defined in the within written Deed) hereby
certify that the First Schedule of this Agreement is correct.

Signed *Allyson Hughes*

Dated: *9/6/12*

an alternative to payment of a commuted sum at the Council's discretion.

Timing of contributions

Any built educational provision will need to be completed to reflect the planned occupation of the homes. For larger developments phased payment will be considered to fit construction and occupation programmes.

Cost guidelines

The following guidelines are designed to give prospective developers an idea of the possible implications of their proposals:

- Every 100 houses produces around 28 primary age pupils and around 20 secondary age pupils.
- For developments that generate 100 pupils and above consideration will be given to a new school on a new site dependent on location and future growth potential of the area and the applicant will be expected to contribute in proportion to the number of school places the development generates.
- The Council will specify the nature of the works or the area which the contribution will finance, which may include a completely new school.
- Where a contribution is required, a draft Section 106 Agreement should accompany the planning application. Wrexham County Borough Council's Section 106 templates are available on request from the Planning department.



Schools where contributions are likely to be required

The list below shows schools where contributions are likely to be required. At all other schools there is likely to be some spare capacity to accommodate some development. This is not a definitive list, but a guide to developers.

Secondary schools

Bryn Alyn, Gwersyllt	(11 to 16 years)
Maelor, Penley	(11 to 18 years)
Darland, Rossett	(11 to 18 years)

Primary schools

Gwersyllt - Bryn Alyn School Catchment

Brymbo Aided, St Mary's
Brynteg C.P.
Gwersyllt C.P.
New Broughton C.P., Ysgol Penrhyn
Pentre Broughton C.P.
Tanyfron C.P.

Llangollen - Dinas Bran (Denbighshire) School Catchment

No schools

Penley - Maelor School Catchment

Hanmer
Penley Madras
Marchwiell C.P.

Rhosllanerchrugog - Y Grango School Catchment

Johnstown Infants
Johnstown Junior
Penycae C.P.

Rossett - Darland School Catchment

Gresford
Marford C.P.

Ruabon - Rhiwabon (11 to 18 years) School Catchment

Acrefair C.P.
Ruabon Maes y Llan C.P.
Ruabon St. Mary's

Wrexham - Clywedog School Catchment

Bwlchgwyn C.P.
Marchwiell C.P.
Rhostyllen C.P.
Victoria C.P.
St Giles

Wrexham - St. Joseph's School Catchment

St. Mary's

Wrexham - Rhosnesni School Catchment

Acton Park C.P.
Alexandra C.P.
Barkers Lane C.P.
Borras Park
Rhosddu C.P.

Wrexham - Morgan Llwyd (11 to 18 years) School Catchment

Wrexham Plas Coch C.P.

Wrexham County Borough - School Location

SECONDARY SCHOOLS

- 1 Darland High School
- 2 Bryn Alyn High School
- 3 Rhosnesni High School
- 4 Ysgol Morgan Llwyd
- 5 St Josephs RC High School
- 6 Ysgol Clywedog
- 7 Ysgol y Grango
- 8 Ysgol Rhiwabon
- 9 Ysgol Maelor

OTHER SCHOOLS

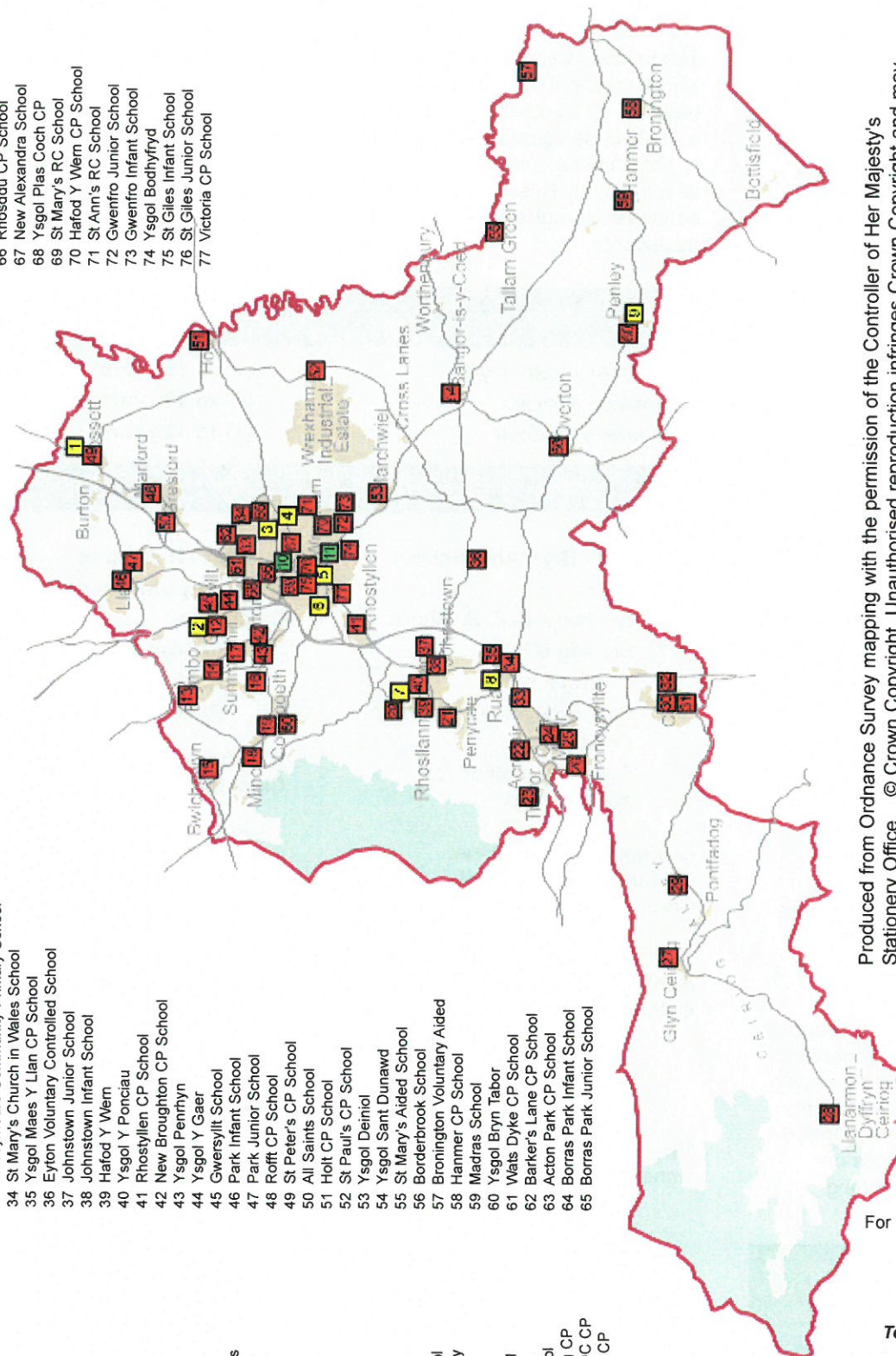
- 10 Groves
- 11 St Christophers/Ysgol Powys

PRIMARY SCHOOLS

- 12 Ysgol Heulan
- 13 Brymbo Aided School
- 14 Black Lane CP School
- 15 Bwlchgwyn CP School
- 16 Brynteg CP School
- 17 Tanyfron CP School
- 18 Minera Voluntary Aided
- 19 Penygelli CP School
- 20 Ysgol I D Hooson CP School
- 21 Penycae Community Primary
- 22 Acrefair CP School
- 23 Garth CP School
- 24 Ysgol Min Y Ddol CP School
- 25 Cefn Mawr CP School
- 26 Ysgol Francysyllte CP School
- 27 Ysgol Cynddelw, Glynceiriog CP
- 28 Ysgol Gynradd Llanarmon DC CP
- 29 Ysgol Pontfadog, Llangollen CP
- 30 Chirk Infant School
- 31 Ceinog Junior School
- 32 Pentre Voluntary Controlled

- 33 Rhosymedre Community Primary School
- 34 St Mary's Church in Wales School
- 35 Ysgol Maes Y Llan CP School
- 36 Eyrton Voluntary Controlled School
- 37 Johnstown Junior School
- 38 Johnstown Infant School
- 39 Hafod Y Wern
- 40 Ysgol Y Ponciau
- 41 Rhosyllen CP School
- 42 New Broughton CP School
- 43 Ysgol Penrhyn
- 44 Ysgol Y Gaer
- 45 Gwersyllt School
- 46 Park Infant School
- 47 Park Junior School
- 48 Rofft CP School
- 49 St Peter's CP School
- 50 All Saints School
- 51 Holt CP School
- 52 St Paul's CP School
- 53 Ysgol Deiniol
- 54 Ysgol Sant Dunawd
- 55 St Mary's Aided School
- 56 Borderbrook School
- 57 Bronington Voluntary Aided
- 58 Hanmer CP School
- 59 Madras School
- 60 Ysgol Bryn Tabor
- 61 Wats Dyke CP School
- 62 Barker's Lane CP School
- 63 Acton Park CP School
- 64 Borras Park Infant School
- 65 Borras Park Junior School

- 66 Rhosddu CP School
- 67 New Alexandra School
- 68 Ysgol Plas Coch CP
- 69 St Mary's RC School
- 70 Hafod Y Wern CP School
- 71 St Ann's RC School
- 72 Gwentfro Junior School
- 73 Gwentfro Infant School
- 74 Ysgol Bodhyfryd
- 75 St Giles Infant School
- 76 St Giles Junior School
- 77 Victoria CP School



Produced from Ordnance Survey mapping with the permission of the Controller of Her Majesty's Stationery Office. © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings. Wrexham County Borough Council Licence No.100023429. November 2010. Not to scale.



For further information contact:

Planning Section
Lampbit Street,
Wrexham, LL11 1AR
Telephone: (01978) 292013
Fax: (01978) 292502

Asset Management Section
Management Officer
Crown Buildings, Chester Street
Wrexham, LL13 8BG
Telephone: (01978) 297205
Fax: (01978) 292502
www.wrexham.gov.uk
 Adopted March 2004
 Revised November 2010



Public Open Space in New Housing Development

This is one of a series of local planning guidance notes amplifying development plan proposals in a clear format, with the objective of improving design standards. Public open space makes an important contribution to people's quality of life, providing opportunities for informal recreation and enhancing the visual appearance of an area. The proposal and guidelines which follow have therefore been prepared and adopted by the Council to foster a better standard of design and to clarify methods of financing future maintenance costs. By taking note of the advice contained in this leaflet it is hoped that developers will have a better understanding of public open space requirements and funding. These guidelines cannot cover all situations and applicants and agents are advised wherever the circumstances are unusual to discuss their proposals with a planning or landscape officer prior to the formal submission of an application.

10

Available in alternative formats

The National Playing Field Standard

The National Playing Fields Association (NPFA) has proposed a standard of 6 acres (2.43 hectares) of public open space per 1000 population comprising:

- 4 acres (1.62 ha) of playing fields. These should be suitable for youth and adult use; facilities include pitches, bowling greens, tennis courts and athletics tracks.

- 1.5 acres (0.61 ha) of informal public open space, such as informal play space and landscaped amenity areas.
- 0.5 acres (0.20 ha) of children's equipped playground facilities.

Local Requirements

A recent survey of public open playing space in Wrexham County Borough revealed that there is a shortage of public open space (particularly playing fields and playgrounds) in the majority of communities when compared with the NPFA standard.

The local Planning Authority is therefore keen to ensure that:

- a) adequate public open space is provided within new housing developments.
- b) developers should enter into legal agreements in order that funding can be provided for the future maintenance of open spaces and play equipment.
- c) exceptionally, in suitable limited cases where new developments are in close proximity to existing council owned play and amenity provision, developers should enter into legal agreements in order that funding can be provided to enhance, upgrade, augment and maintain the existing facilities in lieu of providing provision on site.



In all cases public open space should:

- be well related to dwellings but not so as to cause nuisance to residents (e.g. kicking of balls against a dwelling). Furthermore, location, design, layout and lighting should seek to ensure peace of mind for users and to minimise creating opportunities for vandalism and crime;
- be designed and laid out for easy maintenance;
- be usable. The provision of small pieces of land resembling vacant building plots has little value either in recreational or visual terms and are often difficult to maintain. Of greater value is the provision of one structured and reasonably sized informal open space supplemented, where appropriate, by minor landscaped areas;
- incorporate existing public footpaths or rights of way or establish new public rights of way;
- incorporate and where possible enhance existing site features such as landforms, trees, hedgerows, vegetation, water features and wildlife habitats;
- except in exceptional circumstances, be contained within the site and designed as an integral part of the development. It is essential that the open space contributes to the character of the development and does not represent merely a grassed area tacked onto the development as an afterthought;
- in the case of children's play equipment, should be visible and well located, with safe pedestrian access, to ensure that small children can play in safety. Play equipment and surfaces should be designed and installed to the relevant safety standards, B.S.E.N. 1176/1177; and
- be of an acceptable standard of design and layout to enable future maintenance by the Council.

Off Site Provision and Funding

In suitable developments of less than 20 dwellings the local Planning Authority may agree that there is adequate equipped council owned play and amenity provision in close proximity to the proposed development, which could be used by the new residents rather than having provision supplied on site. The existing provision must be safely and easily accessible, not involving the crossing of main roads. In such cases the developer must enter into a legal agreement with the Council to pay the commuted sum referred to above. This money would then be used to upgrade, enhance, augment and maintain the agreed existing provision.

Design Brief

In some instances, particularly where sites have been allocated in the development plan, it may be the case that the Planning Department has produced a design brief for the site indicating the type, contents, position, size etc of the open space required. In these cases it is vital that early discussions between the applicant and the Planning Department are undertaken. This may help to speed up the determination of applications which may otherwise be delayed should the proposals for public open space be deemed unsatisfactory. Irrespective of whether a design brief has been prepared, the Council will look favourably upon any imaginative and innovative schemes which are presented and which broadly satisfy the standards outlined above.

Standard of Provision

The following Council standards will assist in working towards a level of provision of public open space in new housing developments in line with the NPFA standards outlined above.

- Public open space should be provided in all new housing developments at a minimum level of **0.4 hectares per 50 dwellings**, for all schemes of 10 dwellings or more.
- Provision should include an equipped children's play area(s), and/or informal open spaces, and, where the necessary open space requirements is 0.6 hectares or more, a playing field(s).

Financing and Future Maintenance

Developers will be required to maintain the public open space provided on their sites for a period of twelve months from satisfactory completion, and as a condition to any approval, must enter into a legal 'commuted sums' agreement with the Council for the future maintenance of the site, for a ten year period. The current charge is £1000 per dwelling to cover maintenance costs for a ten year period which was set in August 2008.

Where developers would like to increase the number of dwellings at a later stage, the amount of public open space and commuted sum required will be increased accordingly. The commuted sum figure of £1000 per dwelling will be subject to an review, to ensure that it keeps pace with real current costs. It is likely that this figure will rise with the rate of inflation. The Planning Department should be contacted to see what the current figure is at the time of the planning application. Some developers prefer to make their own arrangements for the maintenance of open space. Typically, these involve the establishment of a company to carry out the maintenance work, and residents of the development become shareholders. Whereas there is no objection in principle to such arrangements, each case will be considered on its own merits and in particular provision for future maintenance must be demonstrated to the Council's satisfaction. Where such arrangements are approved an appropriate agreement with the Council will be required incorporating the arrangements which have been approved.



For further information contact:

Chief Planning Officer
Lambpit Street, Wrexham.
LL11 1AR

Telephone: (01978) 292013
Fax: (01978) 292502
www.wrexham.gov.uk

Adopted April 1993; revised July 1998, updated August 2008.

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 M FORGRAVE
GOWER HOMES

**Code
Number**

WRR P/2015/0812

Agent PARRY DAVIES ARCHITECTS LTD
MR R S GRATTON
STUDIO 55:20
NORTH WALES BUSINESS PARK
ABERGELE
CONWY
LL22 8LJ

**Date
Received**

26/10/2015

**Decision
Date**

Town and Country Planning Act, 1990

Location of application

LAND NORTH OF TOTAL FITNESS, STANSTY ROAD, WREXHAM, LL11 2BU

Description of application

RESIDENTIAL DEVELOPMENT (24 NO. DWELLINGS) TOGETHER WITH HIGHWAYS, ACCESS AND PARKING ARRANGEMENTS

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

CLF5	Open space requirements from new residential developments
GDP1	Development objectives
H2	Residential development within settlements
T8	Parking

Revision	Date	Description of Decision
0		Planning permission issued

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 be carried out in strict accordance with the following approved drawings:
 - i) drawing no. 15.5554/1 Revision H: Site Layout Plan
 - ii) drawing no. 15.5554/D1 Revision G: Roads and Levels
 - iii) drawing no. 15.5554/K1: Kendal - 3 Block
 - iv) drawing no. 15.5554/K2: Kendal - 3 Block

Applicant	MR M FORGRAVE GOWER HOMES	Code Number	WRR P/2015/0812
Agent	PARRY DAVIES ARCHITECTS LTD MR R S GRATTON STUDIO 55:20 NORTH WALES BUSINESS PARK ABERGELE CONWY LL22 8LJ	Date Received	26/10/2015
		Decision Date	

- v) drawing no. 15.5554/K3: Kendal - 4 Block
- vi) drawing no. 15.5554/W1 Revision B: Whitby
- vii) drawing no. 15.5554/D/H1 Revision A: Durham-Hampton
- viii) drawing no. 15.5554/D/H2 Revision A: Durham-Hampton

3. No part of the development shall commence until a scheme to deal with potential contamination at the site has been submitted to and approved in writing by the Local Planning Authority. This scheme shall include a phased investigation approach to identify the extent of contamination and any measures required to remediate the site, including post-development monitoring.

4. No part of the development shall be occupied until a Verification Report which demonstrates that the remedial works approved as part of condition no. 03 above have been satisfactorily carried out, has been submitted to and approved in writing by the Local Planning Authority.

5. No part of the development shall commence until the following have been submitted to and approved in writing by the Local Planning Authority:

- i) a noise survey to determine noise levels within the site during the day time and night time both has been carried out; and
- ii) a detailed report of the survey findings together with a scheme of noise mitigation.

Each dwelling requiring noise mitigation shall not be occupied until the mitigation measures have been implemented in full in strict accordance with the scheme as approved.

6. No part of the development shall commence until a scheme for the comprehensive and integrated drainage of the site indicating how foul water, surface water and land drainage will be dealt with has been submitted to and approved in writing by the Local Planning Authority. The scheme as approved shall be implemented in accordance with a timescale to be agreed as part of the submitted details and maintained thereafter.

7. Foul water drainage from the site shall only discharge to the public sewerage system between manholes SJ09836029 and SJ09835030

8. Development shall not commence until a Construction Environment and Management Plan has been submitted to and approved in writing by the Local Planning Authority. Construction shall thereafter be carried out in strict accordance with the details as approved.

9. No part of the development shall commence until scheme showing the full details of layout, design, drainage and construction of the improvements to the site access to the site from Stansty Road has been submitted to and

Applicant	MR M FORGRAVE GOWER HOMES	Code Number	WRR P/2015/0812
Agent	PARRY DAVIES ARCHITECTS LTD MR R S GRATTON STUDIO 55:20 NORTH WALES BUSINESS PARK ABERGELE CONWY LL22 8LJ	Date Received	26/10/2015
		Decision Date	

approved in writing by the Local Planning Authority. No dwelling shall be occupied until the scheme has been implemented in full.

10. No part of the development shall commence until a detailed Arboricultural Method Statement has been submitted to and approved in writing by the Local Planning Authority. No development or other operations shall take place except in strict accordance with the Method Statement as is approved. The Method Statement shall include the following:

- 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. Within three months of commencement of development, full details of a hard and soft landscaping scheme together with a timescale for implementation of works shall be submitted to and approved in writing by the Local Planning Authority.

12. The landscaping scheme submitted and approved in connection with condition no. 11 shall be fully implemented in all respects within the agreed timescale and in strict accordance with the approved scheme.

13. The estate roads and footways shall be progressively constructed to base coat standard from the junction with Stansty Road across the frontage of each plot prior to occupation of the building erected thereon.

14. Prior to the first occupation of any dwelling hereby granted permission a trespass proof fence of at least 1.8m high shall be erected along the full length of the eastern boundary of the site in accordance with details that shall first have

Applicant	MR M FORGRAVE GOWER HOMES	Code Number	WRR P/2015/0812
Agent	PARRY DAVIES ARCHITECTS LTD MR R S GRATTON STUDIO 55:20 NORTH WALES BUSINESS PARK ABERGELE CONWY LL22 8LJ	Date Received	26/10/2015
		Decision Date	

been submitted to and approved in writing by the Local Planning Authority. The fence shall thereafter be permanently retained and maintained.

15. The vehicular parking and turning areas as shown on approved drawing(s) No(s). 15.5554/1 Revision E: Site Layout Plan shall be fully laid out, surfaced and drained 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 parking and turning of motor vehicles at all times.

16. No private surface water run off shall be permitted to flow from the development site onto the adjoining highway. An Aco drain or similar shall be provided across the approved access to intercept any such run off prior to first use of the development.

17. No part of the development shall commence until a minimum of 195 parking spaces have been provided for use in conjunction with the gym to the south of the site. Thereafter that number of spaces shall be made permanently available for use in conjunction with that premises.

18. No development shall commence until a scheme of traffic calming measures has been submitted to and approved by the Local Planning Authority. The approved scheme shall be fully implemented prior to the first occupation of any of the dwellings hereby granted.

Reason(s)

1. To comply with Section 91(3) of the Town and Country Planning Act, 1990.
2. To ensure that the development fully complies with the appropriate policies and standards.
3. In the interests of the amenities of the future occupants of the buildings
4. In the interests of the amenities of the future occupants of the buildings
5. In the interests of ensuring the amenity of future occupiers of the development.
6. To ensure satisfactory drainage of the site and to avoid flooding.
7. 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.
8. To protect the amenities of the occupiers and users of nearby properties and land.

Applicant	MR M FORGRAVE GOWER HOMES	Code Number	WRR P/2015/0812
Agent	PARRY DAVIES ARCHITECTS LTD MR R S GRATTON STUDIO 55:20 NORTH WALES BUSINESS PARK ABERGELE CONWY LL22 8LJ	Date Received	26/10/2015
		Decision Date	

9. To ensure the formation of a safe and satisfactory access.
10. To ensure the work is carried out to accepted arboricultural practices for the long term wellbeing of the tree(s).
11. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
12. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
13. In the interests of highway safety.
14. To protect the railway from unauthorised access.
15. To provide for the parking and turning of vehicles clear of the highway and to ensure that reversing by vehicles into or from the highway is rendered unnecessary in the interest of traffic safety.
16. In the interests of highway safety.
17. In the interests of ensuring adequate off-street parking is provided for the adjacent site.
18. In the interests of highway safety.

Note(s) to applicant

Prior to any works commencing on site a method statement and risk assessment must be submitted to Network Rail's Asset Protection Engineer (AssetProtectionWales@networkrail.co.uk) for approval. This must take full account of the consultation response received from Network Rail dated 6 November 2015.

You should ensure that any difference between the plans approved under the Town and Country Planning Acts and under the Building Regulations is resolved prior to commencement of development, by formal submission of amended plans.

The proposed development lies within an area that has been defined by The Coal Authority as containing potential hazards arising from former coal mining activity. These hazards can include: mine entries (shafts and adits); shallow coal workings; geological features (fissures and break lines); mine gas and previous surface mining sites. Although such hazards are seldom readily visible, they can often be present and problems can occur in the future, particularly as a result of development taking place.

Applicant	MR M FORGRAVE GOWER HOMES	Code Number	WRR P/2015/0812
Agent	PARRY DAVIES ARCHITECTS LTD MR R S GRATTON STUDIO 55:20 NORTH WALES BUSINESS PARK ABERGELE CONWY LL22 8LJ	Date Received	26/10/2015
		Decision Date	

It is recommended that information outlining how the former mining activities affect the proposed development, along with any mitigation measures required (for example the need for gas protection measures within the foundations), be submitted alongside any subsequent application for Building Regulations approval (if relevant). Your attention is drawn to The Coal Authority Policy in relation to new development and mine entries available at: <https://www.gov.uk/government/publications/building-on-or-within-the-influencing-distance-of-mine-entries>

Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires a Coal Authority Permit. Such activities could include site investigation boreholes, digging of foundations, piling activities, other ground works and any subsequent treatment of coal mine workings and coal mine entries for ground stability purposes. Failure to obtain a Coal Authority Permit for such activities is trespass, with the potential for court action.

Property specific summary information on past, current and future coal mining activity can be obtained from: www.groundstability.com

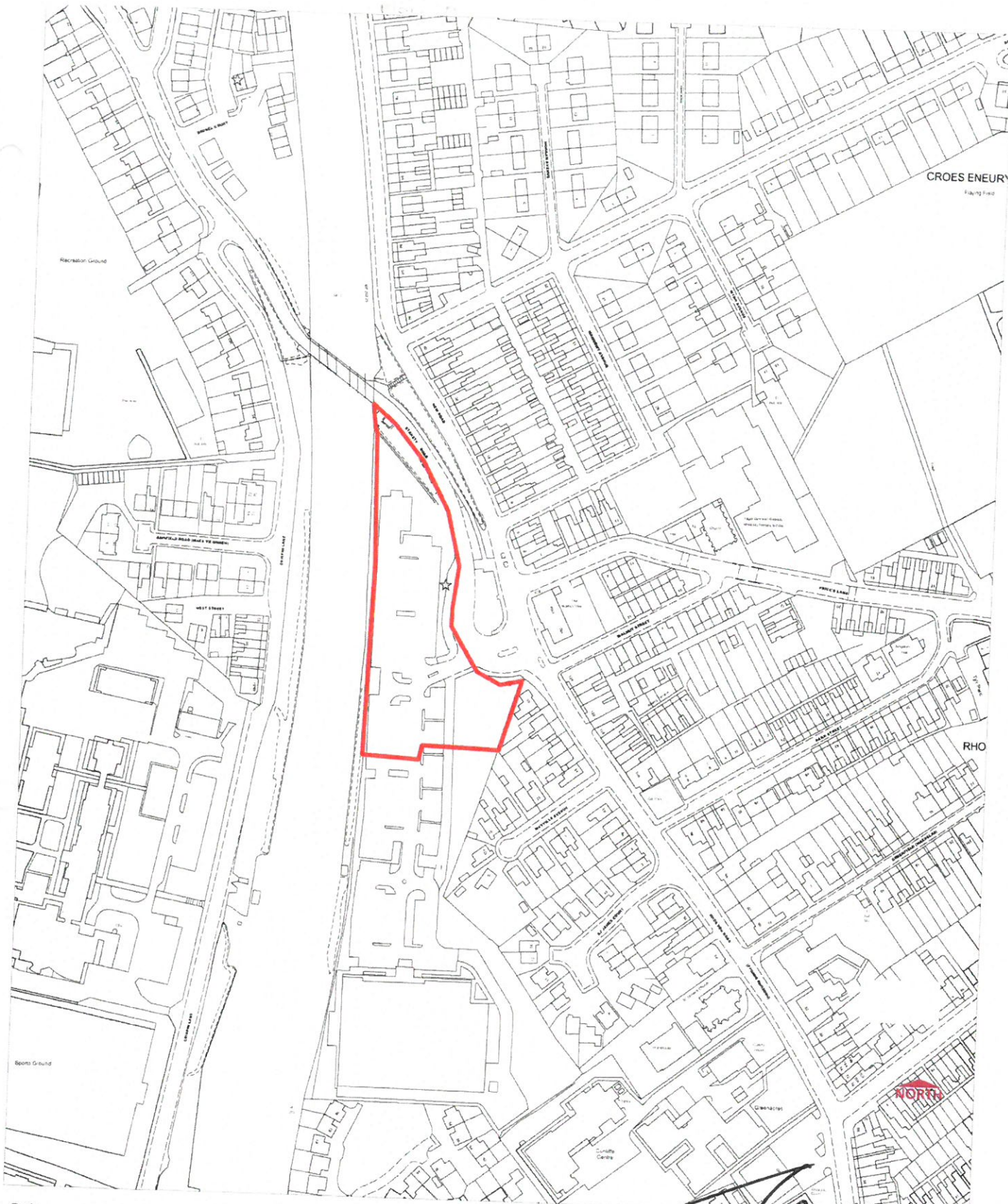
If any of the coal mining features are unexpectedly encountered during development, this should be reported immediately to The Coal Authority on 0345 762 6848. Further information is available on The Coal Authority website at: www.gov.uk/government/organisations/the-coal-authority.



**Officer Appointed for this purpose
Head of Environment and Planning**

Refer to the Statement of Applicant's Rights and General Information enclosed or refer to the following link:-

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



© Crown copyright. All rights reserved. 100023429. 2015

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

Town & Country Planning Act 1990
Section 106 Obligation

Date: 25/04/2016
Scale: 1:2500
OS Sheet: SJ3351

 P/2015/0821
Land north of Total Fitness
Stansty Road, Wrexham





© COPYRIGHTED DOCUMENT. SCALE: 1:500. DIMENSIONS IN METERS. ALL RIGHTS RESERVED. FOR INFORMATION ONLY. NOT TO BE USED FOR CONSTRUCTION.

Parry Davies Architects.		Chartered Architects.	
PROJECT TITLE	LAND ADJ TOTAL FITNESS STANSTY ROAD WREXHAM	DATE	OCT 2015
CLIENT	Barclays Buildings, High Street, St Asaph, LL17 0RE	DRAWN BY	1505843
DATE	15.5554/1	REG	H



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

EXECUTED as a **DEED** by affixing
THE COMMON SEAL of **WREXHAM**
COUNTY BOROUGH COUNCIL
in the presence of:-



8/1/16



Head of Corporate and Customer Services

EXECUTED as a **DEED** by
URBAN DEVELOPMENTS AND
CONSTRUCTION LIMITED acting by a
Director and its Secretary or two Directors:-

in the presence of

Director





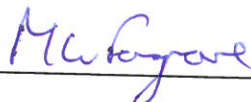
Ian M. Edwards Solicitor
Allington Hughes Law
10 Grosvenor Road
Wrexham, LL11 1SD
DX 26651

Director/Secretary

Tel: 01978 291000 Fax: 01978 290493
www.allingtonhughes.co.uk

EXECUTED as a **DEED** by
GOWER HOMES LIMITED acting by a
Director and its Secretary or two Directors:-
IN THE PRESENCE OF

Director





Director/Secretary

JOHN MARTIN LEWIS
SOLICITOR & THE
WALKER SMITH WAY LEGAL
PART OF SLATER AND GORDON
23 CHESTER STREET
WREXHAM LL13 8BG

