

**Planning Obligation by Deed of Agreement
under Section 106
of the Town and Country Planning Act 1990
relating to Land at the former School Buildings,
High Street, Brymbo, Wrexham, LL11 5BN**

Dated: 28 July

2016

WREXHAM COUNTY BOROUGH COUNCIL (1)

- and -

GORDON MYTTON DEVELOPMENTS LIMITED (2)

- and -

LLOYDS BANK PLC (3)

T Coxon
Head of Corporate and Customer Services
Guildhall
Wrexham
LL11 1AY

Ref: NR / 019637

DATE 28 July

2016

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY ("Council")
- (2) **GORDON MYTTON DEVELOPMENTS LIMITED** (a company incorporated in England and Wales under Company Number 01301308.) of 15 Dee Court, Bangor-on-Dee, Wrexham, LL13 0AQ. ("the Owner")
- (3) **LLOYDS BANK PLC** (a company incorporated in England and Wales under Company Number 2065) of Dept. No. 9995, Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton, WV9 5HZ ("the Mortgagee")

INTRODUCTION

- (1) The Council is the local planning authority for the purposes of this Deed and the Town & Country Planning Act 1990 (as amended) for the area within which the property described in the First Schedule hereto is situate and is the local planning authority by whom a planning obligation is enforceable
- (2) The Owner is the registered proprietor of the Site
- (3) The Owner has submitted the Application to the Council and the parties have agreed to enter into this deed in order to secure the planning obligations contained in this Deed.
- (4) The Council resolved on the 1st February 2016 to grant the Planning Permission subject to the prior completion of this Deed
- (5) By a legal charge dated 28th August 2015 made between the Owner and the Mortgagee the Site was charged by way of legal mortgage to the Mortgagee and registered at the Land Registry on 2nd October 2015

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"

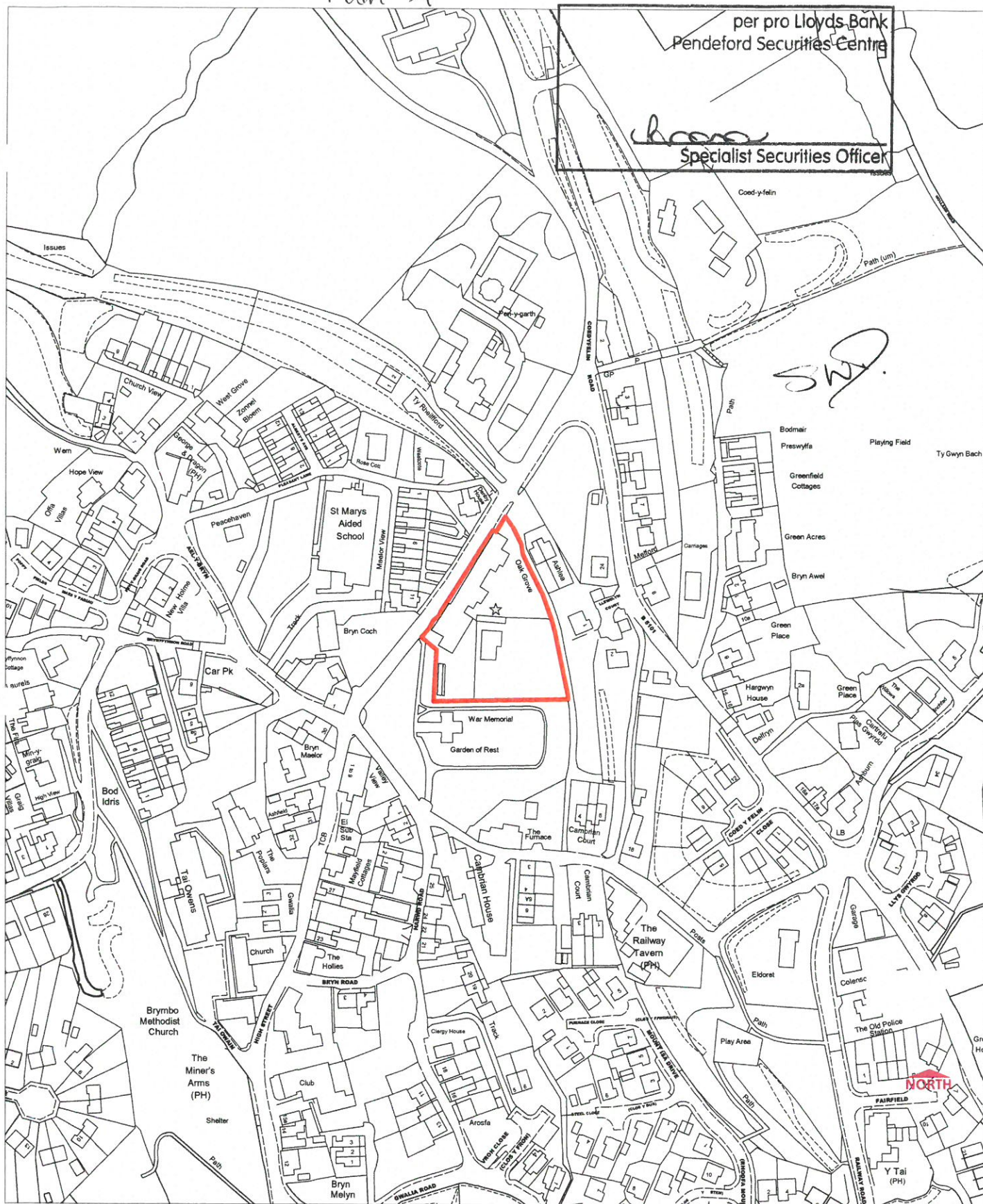
the Town and Country Planning Act 1990

"Application"	the application for full planning permission dated 10 th March 2015 submitted to the Council for the Development and allocated reference number P/2015/0372
"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, Ecology Management Plan works 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
"Ecology Management Plan"	the ecological management plan submitted to and approved in writing by the Council in accordance with Condition 23, 24, 25 and 26 of the Planning Permission.
"Education Contribution"	means the sum of £32,240 (thirty two thousand two hundred and forty pounds) (indexed in accordance with the provisions of this Deed) to be paid by the Owner to the Council in accordance with the provisions of the Second Schedule
"First Instalment Education Contribution"	means the sum of £11,000 (eleven thousand pounds) (indexed in accordance with the provisions of this Deed) to be paid by the Owner to the Council in accordance with the provisions of the Second Schedule
"First Instalment Playing Fields and Parks Contribution"	means the sum of £5000.00 (five thousand pounds) (indexed in accordance with the provisions of this Deed) to be paid by the Owner to the Council and expended by the

Plan 4

per pro Lloyds Bank
Pendeford Securities Centre

[Signature]
Specialist Securities Officer



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Head of Community Wellbeing & Development
Planning Services
16 Lord Street, Wrexham LL11 1LG

Town & Country Planning Act 1990
Section 106 Obligation

Date: 09/02/2016
Scale: 1:2500
OS Sheet: SJ2954

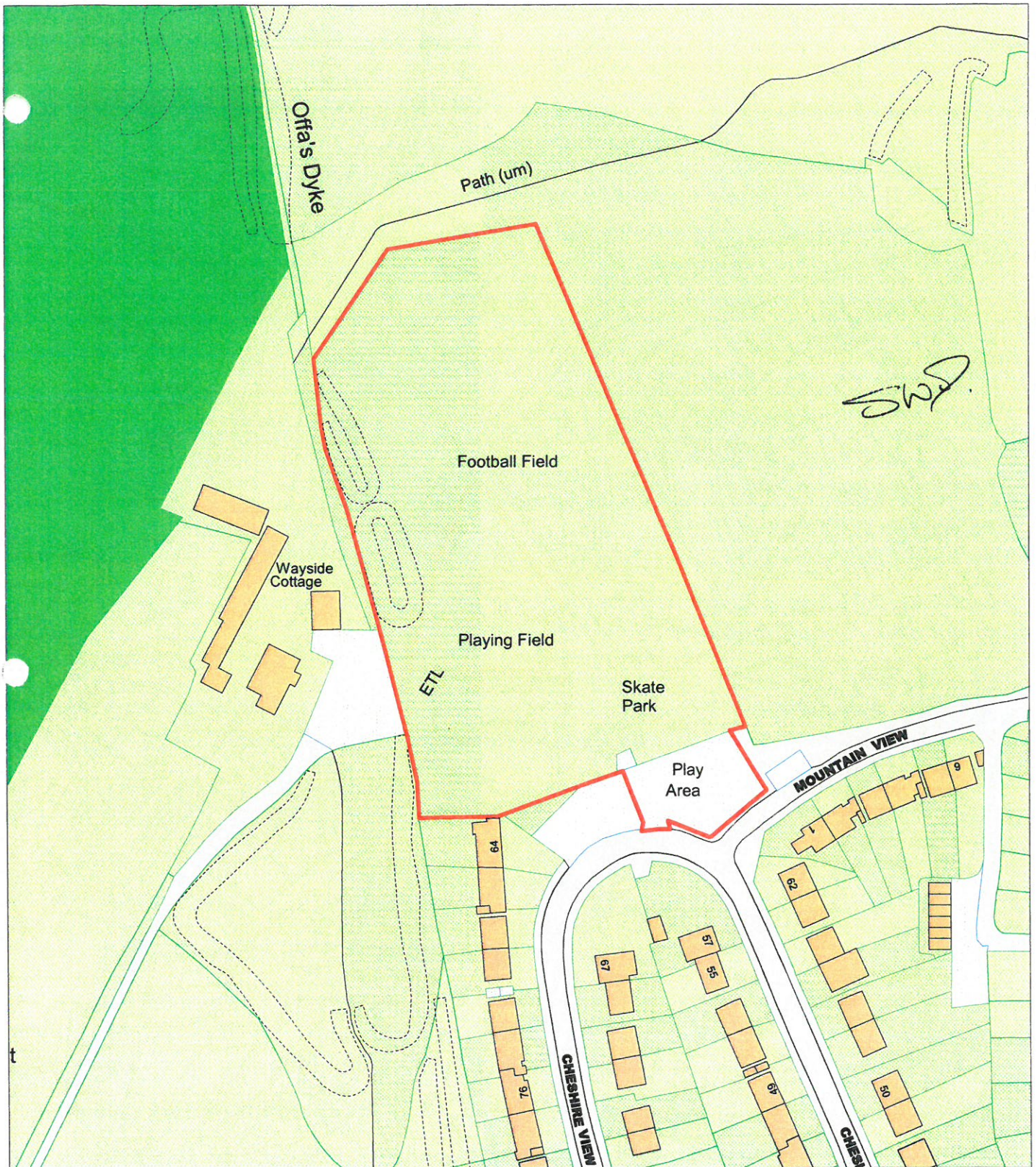


P/2015/0372
Former School Buildings
High Street, Brynbo
Wrexham

[Signature]
[Signature]



Plan B.



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Chief Environment Officer

Scale 1 1250
Cheshire View

[Handwritten signature]

[Handwritten signature]



Crown Buildings, Wrexham LL13 8BG
Telephone 01978 292040. Fax 01978 297103

Date : 29/4/2016

per pro Lloyds Bank
Pendeford Securities

[Handwritten signature]

Specialist Securities Officer

Council in accordance with the provisions of the Third 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.
"Plan A"	the Plan A attached to this Deed
"Plan B"	the Plan B attached to this Deed
"Planning Permission"	the draft full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in Appendix 1.
"Playing Fields and Parks Contribution"	means the sum of £13,000 (thirteen thousand pounds) (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 Third Schedule
"Practical Completion"	issue of a certificate of practical completion by NHBC by way of the usual NHBC cover note
"Second Instalment Education Contribution"	means the sum of £10,620 (ten thousand six hundred and twenty pounds) (indexed in accordance with the provisions of this Deed) to be paid by the Owner to the Council in accordance with the provisions of the Second Schedule
"Second Instalment Playing Fields and Parks Contribution"	means the sum of £4000.00 (four thousand pounds) (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 Third Schedule

"Site"	the land subject to this Deed as shown edged red on the Plan A and more particularly described in the First Schedule.
"Third Instalment Education Contribution"	means the sum of £10,620 (ten thousand six hundred and twenty pounds) (indexed in accordance with the provisions of this Deed) to be paid by the Owner to the Council in accordance with the provisions of the Second Schedule
"Third Instalment Playing Fields and Parks Contribution"	means the sum of £4000.00 (four thousand pounds) (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 Third Schedule

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner

4 CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development;

save for the provisions of Clauses 5.2, 7.1, 13 and 14 (commencement of development, legal costs, jurisdiction and delivery) fees and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as set out in the Second, Third and Fourth Schedules.
- 5.2 The Owner shall serve on the Council a notice of Commencement of Development not less than two days before Commencement of Development.

6 THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner as set out in the Fifth Schedule.

7 MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligation contained in this Deed provided that the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations and the Mortgagee will not be liable for any breach of this Agreement occurring prior to the date on which the Mortgagee takes possession of the Site.

8 MISCELLANEOUS

- 8.1 The Owner shall pay the Council on completion of this deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £2,000 (two thousand pounds)
- 8.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 8.3 This Deed shall be registrable as a local land charge by the Council.
- 8.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval

or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Community Wellbeing and Development 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.

- 8.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 8.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 8.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if:-
- 8.7.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure
- 8.7.2 the Planning Permission shall expire prior to the Commencement of Development; or
- 8.7.3 the Site is developed under a new planning permission (other than one issued under Section 73 of the Act for variation or discharge of a condition of the Planning Permission) granted after the Planning Permission by the Council or any other competent authority and there has been no Commencement of Development.
- 8.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.9 This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.
- 8.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

9 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.

10 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

11 INDEXATION

Any sum referred to in the Second and Third Schedules shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

12 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.

13 VAT

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

14 JURISDICTION

This Deed is governed by and interpreted in accordance with the law 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

Description of the Site

Land at the former Brymbo Junior School, High Street, Brymbo, Wrexham, LL11 5BN shown edged red on Plan A and registered at Land Registry with title number CYM661332.

SECOND SCHEDULE

Owner's Covenants – Education Contribution

1. On completion of the sale of the fifth dwelling within the Development the Owner shall pay the First Instalment Education Contribution to the Council and the monies paid shall be used by the Council in accordance with the Council's published Local Planning Guidance Note No. 27 "Developer Contributions to Schools" a copy of which is annexed hereto at Appendix 2 towards the provision/improvement or extension of educational facilities at Gwersyllt Bryn Alyn Secondary School.
2. On completion of the sale of the tenth dwelling within the Development the Owner shall pay the Second Instalment Education Contribution to the Council and the monies paid shall be used by the Council in accordance with the Council's published Local Planning Guidance Note No. 27 "Developer Contributions to Schools" a copy of which is annexed hereto at Appendix 2 towards the provision/improvement or extension of educational facilities at Gwersyllt Bryn Alyn Secondary School.
3. On completion of the sale of the thirteenth dwelling within the Development the Owner shall pay the Third Instalment Education Contribution to the Council and the monies paid shall be used by the Council in accordance with the Council's published Local Planning Guidance Note No. 27 "Developer Contributions to Schools" a copy of which is annexed hereto at Appendix 2 towards the provision/improvement or extension of educational facilities at Gwersyllt Bryn Alyn Secondary School.

THIRD SCHEDULE

Owner's Covenants – Playing Fields and Parks Contribution

1. On completion of the sale of the fifth dwelling within the Development the Owner shall pay the First Instalment Playing Fields and Parks Contribution to the Council which shall be used by the Council to extend and improve the provision and facilities of playing fields and parks known as open space and play area adjacent to Mountain View and Cheshire View, Brymbo and shown on Plan B
2. On completion of the sale of the tenth dwelling within the Development the Owner shall pay the Second Instalment Playing Fields and Parks Contribution to the Council which shall be used by the Council to extend and improve the provision and facilities of playing fields and parks known as open space and play area adjacent to Mountain View and Cheshire View, Brymbo and shown on Plan B
3. On completion of the sale of the thirteenth dwelling within the Development the Owner shall pay the Third Instalment Playing Fields and Parks Contribution to the Council which shall be used by the Council to extend and improve the provision and facilities of playing fields and parks known as open space and play area adjacent to Mountain View and Cheshire View, Brymbo and shown on Plan B

FOURTH SCHEDULE

The Ecology Management Plan

1. To comply fully and completely with all requirements and recommendations of the Ecology Management Plan including but without prejudice to the generality of each obligation:
 - 1.1 before use of the Development to create, set up, bring into existence or appoint such body corporate or bodies as the Ecology Management Plan requires or recommends be brought into existence or appointed for the purpose of assumption of responsibility for the long term ecological management of the Development
 - 1.2 to control and operate such body or bodies as necessary in order to secure such long term management for the whole of any period stipulated within the Ecology Management Plan
 - 1.3 to co-operate as necessary with all governmental quasi governmental or private agencies charities or trusts with which relationships are required or recommended in the Ecology Management Plan and to enter into such relationships with those bodies either contractual or otherwise as are necessary as part of such co-operation

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.

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 G MYTTON

Code Number BRY P/2015/0372

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

Date Received 15/05/2015

Decision Date

Town and Country Planning Act, 1990

Location of application

, FORMER SCHOOL BUILDINGS, HIGH STREET, BRYMBO, WREXHAM, ,
LL11 5BN

Description of application

DEMOLITION OF EXISTING BUILDING AND ERECTION OF 13
DWELLINGS AND CONSTRUCTION OF NEW ACCESS

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

EC4	Hedgerows, Trees and Woodland
GDP1	Development objectives
H2	Residential development within settlements
PS1	Settlement limits
PS2	Development and the environment
PS3	Brownfield Land
PS4	Settlement Pattern
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.

Applicant	MR G MYTTON	Code Number	BRY P/2015/0372
Agent	PARRY DAVIES ARCHITECTS LTD STUDIO 55:20 NORTH WALES BUSINESS PARK ABERGELE CONWY LL22 8LJ	Date Received	15/05/2015
		Decision Date	

2. The development shall only be carried out in strict accordance with the details shown on the approved drawing(s) numbered 13.5550/SL1 Rev A, 13.5550/RL1 Rev B, 13.5550/1, 13.5550/2 Rev A, 13.5550/5, 13.5550/6, 13.5550/7, 13.5550/8 and 13.5550/bat 1 and contained within the application documentation.

3. Prior to the commencement of development detail of all facing materials including all proposed bricks, roofing materials, fascia and barge boards and dormer window materials shall be submitted to an approved in writing by the local planning authority. The development shall be carried out strictly in accordance with the detail as may be approved.

4. Prior to the commencement of any demolition works on site, the following details shall be submitted for the further approval of the local planning authority:

- i. an audit of all existing building materials
- ii. the potential re-use and recycling of those materials for incorporating into an agreed, replacement site development, and
- iii. where relevant, the recipient of remaining building materials.

The approved audit shall form part of the building contract agreed for new building development for the site, a copy of which shall be submitted for record purposes for the Local Planning Authority.

5. No development shall commence until full detail of all boundary treatments, to include their position, elevational design and use of materials, have been submitted to and approved in writing by the local planning authority. The scheme as submitted shall be implemented strictly in accordance with the details as may be approved.

6. No part of the development shall commence until full details of both hard and soft landscape works, to include some native planting has been submitted to and approved in writing by the local planning authority. The plan shall include a timescale for the implementation of works, a maintenance plan and shall provide for ecological improvement and habitat creation and enhancement in the soft landscape areas for the benefit of bats which are known to be on site.

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7. The landscaping scheme submitted and approved in connection with condition no. 6 shall be fully implemented in all respects within the agreed timescale and in strict accordance with the approved scheme.

8. The landscaping scheme as carried out in connection with condition no. 06 shall be permanently retained. Any planting becoming severely damaged or seriously diseased, or is in poor physiological condition and/or are removed without the written permission of the Local Planning Authority shall be replaced with trees or shrubs and within a timescale all to be submitted to and approved in writing by the Local Planning Authority.

9. The approved landscaping scheme shall be maintained in strict accordance with the five year Maintenance Plan as approved in connection with condition no 6.

10. Prior to first use of the development, the proposed vehicular access shall be laid out in strict accordance with approved plan no. 13.5550/RL1 Rev B. The visibility splays shall thereafter be permanently retained free of all obstruction in excess of 1 metre in height.

11. 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.

12. The vehicular parking and turning areas as shown on approved drawing(s) No(s). 13.5550/RL1 Rev B 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.

13. Prior to the commencement of development, detail of a 2 metre wide footway across the entire site frontage on to High Street fully linking in to the existing footway into the Garden of Rest on the south western site boundary, shall be submitted to and approved in writing by the local planning authority.

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The footway shall be installed strictly in accordance with the details as may be approved prior to the occupation of any dwelling.

14. No part of the development shall commence until a scheme detailing the construction of the following has been submitted to and approved in writing by the Local Planning Authority:

- a) Detailed layout, design, drainage and construction of the proposed internal carriageway and footways; and
- b) Relocation of existing bus stop pole and crossroads sign.

The scheme as is approved shall be fully implemented prior to first use of the development.

15. No part of the development shall commence until a Construction Traffic Management Plan including provisions for contractor parking has been submitted to and approved in writing by the Local Planning Authority and the Plan as is approved has been fully implemented.

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. 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.

18. 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.

19. No part of the development shall commence until a scheme for the comprehensive and integrated drainage of the site indicating provision for foul water, surface water and land drainage has been submitted to and approved in writing by the Local Planning Authority. Prior to the submission of those details, an assessment shall be carried out into the potential for disposing of surface water by means of Sustainable urban Drainage Systems (SuDS) in accordance with the principles of sustainable drainage systems set out in

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Technical Advice Note 15: Development and Flood Risk, and the results of the assessment shall be submitted in writing to the Local Planning Authority. Where a SuDS scheme is to be implemented, the submitted details shall:

- i) Provide information about the design storm period and intensity, the method employed to delay and control the surface water discharged from the site and the measures taken to prevent pollution of receiving ground water and/or surface waters;
- ii) Specify the responsibilities of each party for the implementation of the SuDS scheme, together with a timetable for that implementation; and,
- iii) Provide a timescale for implementation, management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public authority or statutory undertaker and any other arrangements to secure the operation of the scheme throughout its lifetime.

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 fully implemented. The fencing shall consist of a scaffold framework in accordance with Figure 2 of British Standard 5837:2012 comprising a vertical and horizontal framework, well braced to resist impacts, with vertical tubes spaced at a maximum interval of 3 metres. Onto this, 2.1 metre weldmesh panels shall be securely fixed with wire or scaffold clamps. This fencing shall be erected at the extent of each tree(s) Root Protection Area, as set out in British Standard 5837:2012 or as shown as the Construction Exclusion Zone on the approved Tree Protection Plan Ref. 15/AIA/WXM/173 Dwg No. 03 Rev A. 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. The development shall be carried out in accordance with Appendix 5 of the approved document 15/AIA/WXM/173 Rev A.

23. No development shall commence, to include the demolition of any buildings, until a detail scheme of bat avoidance, compenstaion and mitigation

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measures, to include the strategy proposed and detailed in the approved Outline Bat Method Statement and Bat Compensation Measures Report reference no. UES01498.003 dated 18th August 2015 and the letter of Stuart Bradshaw dated 14th December 2015 reference no. UES01498/05. The scheme of detail shall also include for a timescale for its implementation. The development shall be carried out strictly in accordance with the detail as may be approved.

24. No part of the development shall commence until an external bat friendly lighting scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be fully implemented in accordance with the approved details prior to first use / occupation of the development.

25. The development hereby approved, to include the demolition of any building on site, shall not commence unless the local planning authority has been provided with either:

- a) a licence issued by the Welsh Government pursuant to Regulation 53 of The Conservation of Habitats and Species Regulations 2010 authorising the specified development to go ahead; or
- b) a statement in writing from the relevant licensing body to the effect that it does not consider that the specified development will require a licence.

26. A compliance audit shall be carried out by a qualified ecologist, independently of the appointed principle ecologist, in accordance with details which have been submitted to and approved in writing by the Local Planning Authority. A copy of the completed audit reports should be submitted to and approved in writing by the Local Planning Authority after each phase of development.

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. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
4. To ensure that the development involves a sustainable approach.

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5. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
6. In the interests of the visual amenity of the area and to ensure that species which are afforded statutory protection are not disadvantaged by the development.
7. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
8. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
9. In the interests of the visual amenity of the area and to ensure that species which are afforded statutory protection are not disadvantaged by the development.
10. To ensure the formation of a safe and satisfactory access.
11. To ensure that adequate visibility is provided at the proposed point of access to the highway.
12. 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.
13. For the safety and convenience of all pedestrians and in the interests of the visual amenity of the area.
14. In the interests of highway safety and the free flow of traffic.
15. In the interests of highway safety.
16. In the interests of highway safety.
17. To protect the amenities of the occupiers of nearby properties.
18. To protect the amenities of the occupiers of nearby properties.
19. To ensure satisfactory drainage of the site and to avoid flooding.
20. To ensure that the retained trees are adequately protected during development in the interests of amenity.
21. To ensure that the retained trees are adequately protected during development in the interests of amenity.
22. To ensure that the retained trees are adequately protected during development in the interests of amenity.
23. In order to ensure that the development does not have an adverse impact upon species which are afforded statutory protection.
24. In order to ensure that the development does not have an adverse impact upon species which are afforded statutory protection.

Applicant	MR G MYTTON	Code	BRY P/2015/0372
Agent	PARRY DAVIES ARCHITECTS LTD STUDIO 55:20 NORTH WALES BUSINESS PARK ABERGELE CONWY LL22 8LJ	Number Date Received	15/05/2015
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25. In order to ensure that the development does not have an adverse impact upon species which are afforded statutory protection.

26. In order to protect wildlife interests, which are afforded special protection.

Note(s) to applicant

This permission is granted subject to the above conditions. Some conditions may require your attention prior to you carrying out any work on the proposal. These conditions are known as ""conditions precedent"". You should be aware that it is important that you comply with any ""conditions precedent"". If you do not, then any work you undertake on the development subject of this permission would not have planning permission.

You should check carefully that the levels agreed as part of this permission are complied with. Any divergence from these levels is likely to invalidate your permission and could result in enforcement action which could require demolition of the building(s).

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.

You are advised that building work which involves work on an existing wall shared with another property, building on the boundary with a neighbouring property or excavating near a neighbouring building may require the separate consent of the neighbour under the provisions of the Party Wall Act. If you require further information or advice please contact the Building Control Section on 01978 292050.

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.

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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. The accuracy of the detailed plans and drawings forming part of the application documents hereby approved shall remain the responsibility of the applicant/developer.

The applicant is advised that compliance with condition no. 17 does not provide an exemption from the statutory noise nuisance provisions of the Environmental Protection Act 1990. Any complaints received relating to noise from the development during the permitted hours may still be investigated using the Council's Standardised Procedure for Dealing with Noise Nuisance Complaints and legal action may be taken where appropriate.

The applicant is advised that the Council has the option to control construction noise by serving a Control of Pollution Act 1974, Section 60, Notice where deemed necessary, and failure to comply with such a Notice can result in prosecution. For further information and advice regarding construction noise please contact the Council's Housing and Public Protection Department on 01978 315300.

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Burning of waste generated from construction activities is not considered to be an appropriate method of disposal and action may be taken as follows:

- Under the Environmental Protection Act 1990 anyone found disposing of construction site waste by burning is likely to be in breach of their duty of care with regard to waste disposal;
- Under the same Act an abatement notice may be served where smoke is judged to be causing a nuisance to neighbouring properties. Failure to comply with the requirements of the notice can result in prosecution;
- Under the Clean Air Act 1993 it is an offence for a commercial activity to burn anything that gives rise to dark smoke.

To prevent offences under the above named Acts there should be no bonfires on the site, to include the prohibition of the burning of cleared vegetation. The applicant should contact the Council's Housing and Public Protection Department on 01978 315300 for further advice and information.

Applicants are advised that compliance with condition no. 19 does not provide an exemption from the statutory nuisance provisions of the Environmental Protection Act 1990. Under the Act dust from any type of activity can be judged to be causing a statutory nuisance to neighbouring properties. A legal notice can be served requiring that the dust nuisance is abated and failure to comply with the requirements of the notice can result in prosecution. The applicant should contact the Council's Housing and Public Protection Department on 01978 315300 for further advice and information.

Any waste excavation material or building/demolition waste generated in the course of the development must be disposed of satisfactorily in accordance with duty of care requirements under section 34 of the Environmental Protection Act 1990. The waste shall be transported using registered waste carriers to suitably permitted sites. Transfer notes shall be kept for each load for a minimum of 2 years.



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

Applicant MR G MYTTON

Code BRY P/2015/0372

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

Number
Date
Received

15/05/2015

Decision
Date

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

DRAFT



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.

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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.

CERTIFICATE

Wendy Marles of GHP Legal as solicitor for the Owner (as defined in the within written Deed) hereby certifies that Paragraph (2) of the Introduction to this Deed is correct.

Signed

Dated

2016

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

S Wyn Jones
Head of Corporate and Customer Services

Service Manager
(Legal, Democratic and Registration Services)



252116

EXECUTED as a Deed by
GORDON MYTTON DEVELOPMENTS LIMITED)
acting by a Director and its Secretary or two Directors:-)

G Mytton
Director

J C Mytton
Director/Secretary

EXECUTED as a Deed by
LLOYDS BANK PLC acting by a)
Director and its Secretary or two Directors:-)

Director

Director/Secretary

SIGNED AS A DEED	
BY LISA JANE PACKHAM as authorised signatory for Lloyds Bank	} Per Pro Lloyds Bank
in the presence of (signature of witness) <u>[Signature]</u>	
Wobaston Rd, Wolverhampton WV9 5HZ	