

DATED

23 June

2016

(1) WREXHAM COUNTY BOROUGH COUNCIL

and

(2) BRIDGEMERE LAND PLC

AGREEMENT

**Pursuant to Section 106 of the Town and Country Planning Act 1990 in respect
of Former site of Brother Industries, Croesnewydd Road, Wrexham**

T Coxon
Head of Corporate and Customer Services
Guildhall
Wrexham
LL11 1AY
ND/020731

THIS AGREEMENT is made on the 23 day of June

2016

BETWEEN:-

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall Wrexham LL11 1AY ("the Council"); and
- (2) **BRIDGEMERE LAND PLC** (Company registration number 4298202) whose registered office is at Bridgemere House, Chester Road, Preston Brook, Cheshire WA7 3BD ("the Owner")

RECITAL

- A The Council is the local planning authority for the purposes of Section 106 of the 1990 Act for the area in which the Land is situated
- B The Owner is the owner of the freehold interest in the Land registered at the Land Registry under Title Number WA794200.
- C The Owner in conjunction with Macbryde Homes Limited (Company Number: 01932141) has submitted the Planning Application to the Council for the Development of the Land.
- D The Council has resolved to grant the Planning Permission subject to the prior completion of this Agreement.
- E The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.

NOW THIS DEED WITNESSES AS FOLLOWS:-

1. DEFINITIONS

In this Agreement unless the contrary intention appears the following terms shall have the following meanings:

"1990 Act" means the Town and Country Planning Act 1990 (as amended)

"Commencement of Development" means the carrying out on the Land of any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development and the expression **"Commencement Date"** shall mean the date on which the Commencement of Development occurs Provided Always that for the purposes of this Agreement the following shall not be taken to be a material operation and shall not amount to Commencement of Development:-

- (a) works of site clearance including the demolition of existing buildings and structures and the removal of hard standings;
- (b) ground investigation and site survey works including soil surveys;
- (c) construction of boundary fencing or hoarding including the erection of an enclosure for the purpose of site security and erection of temporary site buildings;
- (d) archaeological investigation;
- (e) ecology investigations and works;
- (f) works of decontamination or remediation;
- (g) trees and hedgerow works;
- (h) laying and diversion of services and service medium;
- (i) construction of temporary access and/or highway works;
- (j) landforming works;

“Contributions”

means the Education Contribution, the Transport Improvements Annual Contribution and the Transport Improvements Infrastructure Contribution

“Development”

means the development of the Land in accordance with the Planning Permission

“Disposal”

means a disposition within the meaning of section 27(1) of the Land Registration Act 2003 of the whole or any part or parts of the Land and “Disponor” and “Disponee” shall be construed accordingly

"Dwelling"	means any residential unit (including a house bungalow flat or maisonette) constructed on the Land pursuant to the Planning Permission
"Education Contribution"	means the sum of £165,816.00 (One Hundred and Sixty Five Thousand, Eight Hundred and Sixteen Pounds) calculated on the basis of LPG27 attached to this Agreement at £1,960.00 for each 2 or 3 bedroom Dwelling (51 in number) and £2,352.00 for each 4 or more bedroom Dwelling (28 in number) to be used for the provision of, improvement or extension of the primary school namely Victoria School, Poyser Street, Wrexham LL13 7RP
"Implementation Notice"	means the notice to be served in writing by the Owner upon the Council when Commencement of Development has occurred
"Index"	means the All Items Index of Retail Prices issued by the Office for National Statistics (or any successor government department or office) or in the event of discontinuance any such alternative index as may be proposed by the Owner and agreed by the Council
"Interest"	means interest at 4% (four per cent) above the base lending rate of the Bank of England from time to time
"Land"	means the land situate on the west side of Croesnewydd Road, Wrexham and being the whole of the land registered at the Land Registry under Title Number WA794200 and shown edged red on Plan 1 for the purposes of identification only
"Management Company"	means a registered company experienced in the management of public open space proposed by the Owner and approved by the Council in accordance with condition 16 of the Planning Permission

"Occupation"	means use of a Dwelling for residential use but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or as a show home or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly
"Plan 1"	means the plan numbered 1 annexed to this Agreement
"Plan 2"	means the plan numbered 2 annexed to this Agreement
"Planning Application"	means the application for Planning Permission for the Development of the Land submitted to the Council on 19 November 2015 and given reference number P/2015/0890
"Planning Permission"	means the grant of the detailed or full planning permission by the Council pursuant to the Planning Application and any associated approval(s) thereunder. Such Planning Permission to be in the form of the draft Planning Permission annexed to this Agreement
"Play Equipment"	means the play equipment to be provided within the Public Open Space in accordance with details to be approved under condition 15 of the Planning Permission
"POS Scheme"	means the landscape management plan relating to the implementation and management of the Public Open Space by either a Management Company or a Residents Management Company submitted to and approved in writing by the Council in accordance with condition 16 of the Planning Permission and paragraph 1.3 of the First Schedule
"POS Transfer"	means a transfer of the freehold interest in the Public Open Space to a Residents Management Company or to a Management Company (as

appropriate)

"Public Open Space"

means the areas of the Land shown edged green on Plan 2 in conjunction with condition 13 and 14 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

"Transport Improvements"

means some or all of the following improvements to public transport infrastructure in the vicinity of the Land:

- (a) provision of bus shelters;
- (b) raising of kerbs to facilitate public transport services;
- (c) diversion of existing public transport services

"Transport Improvements Annual Contribution"

means an annual sum of £2,400.00 (Two Thousand, Four Hundred Pounds) to be paid to the Council on an annual basis for a period of five years in accordance with paragraph 5 of the Second Schedule and to be used towards the cost of funding the Transport Improvements

"Transport Improvements Infrastructure Contribution"

means the sum of £5,000.00 (Five Thousand Pounds) to be paid to the Council in accordance with paragraph 4 of the Second Schedule and to be used towards the cost of funding the Transport Improvements

"Working Days"

means any day falling between Monday and Friday (both days inclusive) upon which the clearing banks in the City of London are open for normal business which is not Good Friday or a statutory bank holiday or any day falling between 23rd December and 2nd January (both dates inclusive)

2. INTERPRETATION

- 2.1 A reference in this Agreement to an Act of Parliament or section of such Act or to any order regulation statutory instrument or the like shall include a reference to any replacement modification amendment or re-enactment of the same
- 2.2 Wording importing the masculine gender includes the feminine and neuter genders and vice versa.
- 2.3 Words in the singular include the plural and vice versa.
- 2.4 Words importing individuals shall be treated as importing firms companies corporations authorities and other bodies and vice versa
- 2.5 Any heading or side notes are for ease of reference only and shall not affect the construction of this Agreement
- 2.6 Covenants made hereunder
 - (a) if made by more than one person are made jointly and severally; and
 - (b) are to the intent that the same bind whomsoever shall become successor or successors in title to the Land; and
 - (c) shall not bind the owners or Occupiers of any Dwelling or statutory undertakers providing services and/or utilities to the Development
- 2.7 Where in this Agreement 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 Agreement

3. FORMAL REQUIREMENTS

- 3.1 The Council enters into this Agreement in pursuance of its powers under Section 106 of the 1990 Act, Section 2 of the Local Government Act 2000 and Section 111 of the Local Government Act 1972 and all other enabling powers.
- 3.2 The obligations imposed by this Agreement relate to the Land and are binding on the Owner and its successors in title pursuant to Section 106 of the 1990 Act.
- 3.3 The obligations imposed by this Agreement are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable as such by the Council as local planning authority against the Owner and its successors in title without limit of time.
- 3.4 This Agreement is a local land charge for the purposes of the Local Land Charges Act 1975 and will be registered as such by the Council.

4. OPERATIVE PROVISIONS

- 4.1 The Owner hereby covenants with the Council on behalf of itself and its successors in title to each and every part of the Land to:

- (a) comply with the obligations set out in the First and Second Schedules;
- (b) pay to the Council on the signing hereof the Council's reasonable legal costs incurred in the preparation and execution of this Agreement not exceeding £750.00 (seven hundred and fifty pounds);
- (c) serve upon the Council (addressed to the Council's Head of Community Wellbeing and Development) the Implementation Notice within 10 Working Days from but not including the date of Commencement of Development; and
- (d) give to the Council notice in writing of a Disposal of its interest in any part of the Land occurring before all the obligations in this Agreement have been discharged such notice to be given within 10 Working Days of such transfer and giving details of the transferee's full name and usual address (registered office if a company) together with a plan showing the area of the Land transferred Provided Always that no such notice shall be required in respect of the Disposal of any Dwelling or any part of the Land transferred to a statutory undertaker.

4.2 The Council hereby covenants with the Owner:

- (a) To use all Contributions received by the Council from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
- (b) To pay to the Owner (here meaning the party which shall actually have paid the relevant sum or sums) such amount of any Contributions made by the Owner to the Council under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within five years of the date of receipt by the Council together with such interest thereon as the relevant sum has earned in the hands of the Council but the Council shall be under no obligation to maximise such interest whilst the relevant Contribution is in its hands.
- (c) Upon request to provide to the Owner reasonable evidence as to the expenditure of the Contributions paid by the Owner under this Agreement.
- (d) To issue the Planning Permission within 5 Working Days of the date of this Agreement.

5. AGREEMENTS AND DECLARATIONS

- 5.1 Nothing contained or implied in this Agreement shall prejudice or affect the discretions, rights, powers, duties and/or obligations of the Council in the exercise of its functions as a local housing authority and local planning authority and the discretions, rights, powers, duties and/or obligations of the Council under all public and private statutes, byelaws, orders and regulations may be fully and effectually exercised in relation to the Land or any part thereof and any works executed thereon as if this Agreement had not been

executed by the Council and in particular nothing in this Agreement shall restrict the Council and/or any other local authority from exercising powers of compulsory purchase in respect of any part of the Land;

- 5.2 Nothing in this Agreement shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999 save for the avoidance of doubt it is declared that the planning obligations contained in this Agreement are enforceable by any successor local planning authority to the Council exercising planning powers under the 1990 Act.
- 5.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after parting with his entire interest in the Land but without prejudice to liability for any subsisting breach arising before parting with that interest or in parting with that interest.
- 5.4 In the event that any difference or dispute arises between the parties in connection with their respective rights, duties, liabilities or obligations under or by virtue of this Agreement (including sums of money and the construction of this Agreement) then such difference or dispute shall be referred to for determination by an appropriately qualified independent expert (of not less than ten years standing) experienced in the relevant matter ("**Expert**") to be agreed between the parties or in default nominated on the application of any party by the President (or other available officer able to make such appointment) of the Royal Institution of Chartered Surveyors ("**RICS**") PROVIDED THAT the provisions of this clause shall not prejudice, prevent or delay the right of any party to seek the enforcement of any matter relating to this Agreement by the courts and/or in accordance with Section 106(6) of the 1990 Act. Any award of the Expert shall be binding on the parties to the dispute save in the case of fraud or manifest error.
- 5.5 The expressions "the Owner" and "the Council" shall include their respective successors in title or statutory function.
- 5.6 If any of the terms, obligations and/or covenants in this Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable the same shall be severable from the remainder of this Agreement and the remainder of this Agreement or the application of such terms, obligations and/or covenants to parties or circumstances other than as to which such terms, obligations and/or covenants is held invalid or unenforceable shall not be affected thereby and each of the other terms, obligations and/or covenants of this Agreement and the Planning Permission shall be valid and be enforceable to the full extent permitted by law.
- 5.7 Any notice or other written communication shall be validly served if delivered to the relevant party by hand or if sent by ordinary first class post or recorded delivery post:
- (a) in the case of the Council at the Guildhall, Wrexham LL11 1AY or such other address as shall be notified in writing to the Owner from time to time;
 - (b) in the case of the Owner to the address given in this Agreement or such other address as may be notified in writing to the Council from time to time; and

- (c) any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by an officer or duly authorised signatory.
- 5.8 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or obligations of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant covenants, terms or obligations or from acting upon any subsequent breach or default.
- 5.9 Any consents or approvals required under this Agreement from any party shall not be unreasonably withheld or delayed.
- 5.10 This Agreement shall cease to have effect in so far as it has not already been complied with if:-
 - (a) the Planning Permission shall be quashed, revoked or otherwise withdrawn;
 - (b) the Planning Permission has expired without having been implemented for the purposes of Section 56 of the 1990 Act;
 - (c) the Council or any other competent authority shall at any time after the date of this Agreement grant a new planning permission under which development of the Land is implemented for the purposes of Section 56 of the 1990 Act.

6. JURISDICTION

- 6.1 This Agreement is governed by and interpreted in accordance with the laws of England and Wales as they apply in Wales.
- 6.2 The Courts of England and Wales are to have non-exclusive jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement. This clause operates for the benefit of the Council who retains the right to sue the Owner and enforce any judgment against the Owner in the courts of any competent jurisdiction.

7. DELIVERY

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

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

First Schedule

Public Open Space

The Owner covenants with the Council:

- 1 Not to first Occupy any Dwelling until either:-
 - 1.1 a copy of the proposed memorandum and articles of association of the Residents Management Company has been submitted to and approved in writing by the Council and the Residents Management Company has been incorporated; or
 - 1.2 the Management Company has been approved by the Council; and
 - 1.3 the POS Scheme has been submitted to and approved in writing by the Council.
- 2 If the POS Scheme is to be managed by a Residents Management Company to submit to the Council the memorandum and articles of association and certificate of incorporation of the Residents Management Company within 4 weeks of its incorporation.
- 3 If the POS Scheme is to be managed by a Residents Management Company 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 covenant to pay to the Residents Management Company a fair and reasonable proportion (so that the sum of all contributions from the Dwellings on the Land shall equal 100%) of the outgoings of the Residents Management Company incurred in complying with the relevant obligations of the POS Scheme.
- 4 If the POS Scheme is to be managed by a Management Company on the first Disposal of each Dwelling to require the purchasers thereof and their successors in title to covenant to pay to the Management Company a fair and reasonable proportion (so that the sum of all contributions from the Dwellings on the Land shall equal 100%) of the outgoings of the Management Company incurred in complying with the relevant obligations of the POS Scheme.
- 5 On the first Disposal of each Dwelling to include in the transfer or lease of each Dwelling a covenant by the transferee or lessee with the Residents Management Company or the Management Company (as appropriate) not to Dispose of the Dwelling (other than by way of a charge) without first obtaining from the Disponee a direct covenant with the Residents Management Company or the Management Company (as appropriate) to observe and perform the covenants in such transfer or lease to pay the relevant proportion of the costs of complying with the POS Scheme as referred to in paragraphs 3 and 4 of this Schedule (as applicable).
- 6 To procure that on the first Disposal of each Dwelling a restriction is entered in the Proprietorship Register of the title to each Dwelling 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 [Insert details of the appropriate covenant] of a Transfer dated [] made between (1) [Insert details of the Disponor] and (2) [Insert details of the Disponee] have been complied with."

- 7 To observe and perform the provisions of the POS Scheme and to 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.

- 8 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 First Schedule of an Agreement dated [23 June 2016] made between Wrexham County Borough Council (1) and Bridgemere Land Plc (2) pursuant to Section 106 of the Town and Country Planning Act 1990 and to observe and perform the requirements of the POS Scheme referred to therein".

- 9 To plant, lay out and construct, and provide the Play Equipment on, the part of the Public Open Space indicated as "Local Area Play" on Plan 2 in accordance with the POS Scheme, the Planning Permission and this Agreement prior to the first Occupation of any of the Dwellings shown numbered as plots 46-52 on Plan 2.
- 10 Not to allow more than 75% of the Dwellings to be Occupied until the POS Transfer has been completed and a certified copy of the POS Transfer and the Residents Management Company's or Management Company's (as appropriate) board minute and resolution approving the POS Transfer has been submitted to the Council in evidence thereof.
- 11 To comply with the POS Scheme and to maintain and manage in perpetuity the Public Open Space and the Play Equipment erected thereon in accordance with the POS Scheme, the Planning Permission and this Agreement using reputable and experienced consultants or contractors.
- 12 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 the Play Equipment in accordance with the POS Scheme or other obstructions whatsoever to be erected within the Public Open Space or deposit any waste (other than in litter bins) or alter ground levels or light fires within the Public Open Space.
- 13 Not to affix to any trees on the Land any items or structures likely to occasion damage to any such tree.

Second Schedule

Payment of Contributions

The Owner covenants with the Council:

1. To pay the Contributions in accordance with this Schedule and for the avoidance of doubt it is acknowledged that the obligation to pay the Contributions is not conditional upon receiving any demand, request, invoice or other communication from the Council.
2. That the Contributions shall be increased by the same percentage as the percentage increase in the Index from the date of this Agreement until the date on which each part of the Contributions becomes payable.
3. If any part of the Contributions is paid late, Interest will be payable from the date payment is due to the date of payment.

Transport Improvements Contributions

4. To pay the Transport Improvements Infrastructure Contribution to the Council prior to or on the Commencement Date.
5. To pay the Transport Improvements Annual Contribution on the first, second, third, fourth and fifth anniversaries of the Commencement Date.

Education Contribution

6. To pay the Education Contribution to the Council prior to first Occupation of the 40th Dwelling.

CERTIFICATE

I, Peter Marsden of Bridgemere House, Chester Road, Preston Brook, Cheshire, WA7 3BD as solicitor for the Owner (as defined in the within written Agreement) hereby certify that Recital B thereof is correct.

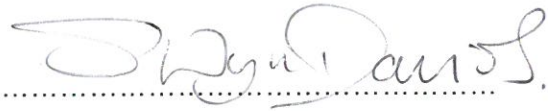
Signed

Dated

2016

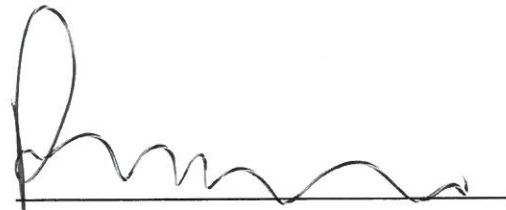
EXECUTED as a **DEED** by affixing
The Common Seal of
WREXHAM COUNTY BOROUGH COUNCIL
in the presence of:





~~Head of Corporate and Customer Services~~
~~Service Manager~~
(Legal, Democratic and Registration Services)

EXECUTED as a **DEED** by
the above-named
BRIDGEMERE LAND PLC
and signed by a director and
the secretary or two directors:



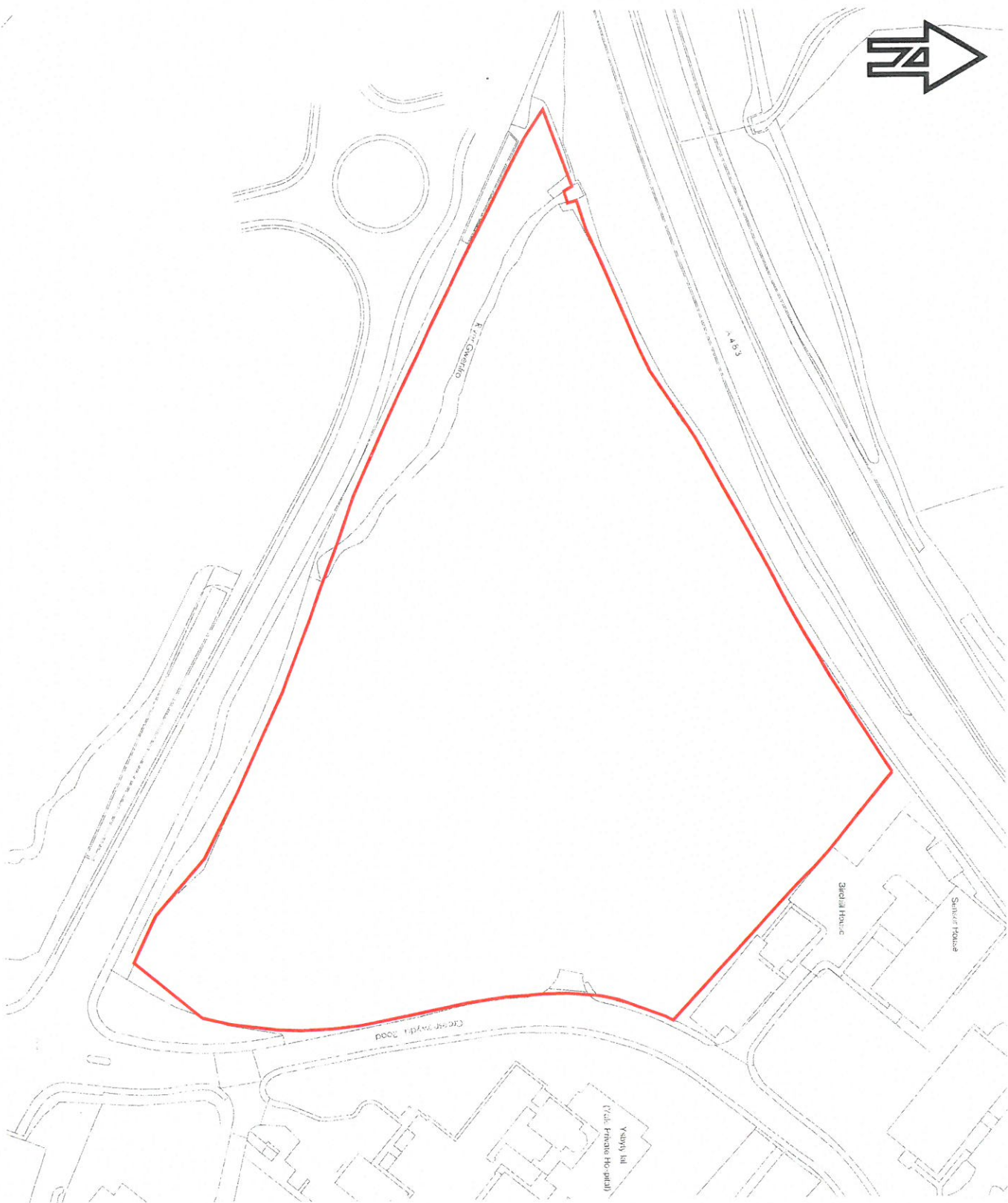
Director



Director/Secretary

ANNEXURES

1. Plan 1
2. Plan 2
3. Draft Planning Permission
4. LPG27



DO NOT SCALE FROM THIS DRAWING.
ALL DIMENSIONS TO BE TAKEN FROM THE SETTING OUT.
CONSIDERABLE WORK ON MARKING ANY SHOP DRAWINGS.

Rev: Description: Date:

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 SITE BOUNDARY


MACBRYDE
HOMES

Macbryde Homes Limited,
Macbryde House, Unit 28,
St. Asaph Business Park,
Florid Richard Davies, St Asaph,
Denbighshire, LL17 0LJ.
Tel. 01745 536677
Fax. 01745 536688

Site:

Croesnewydd Road, Wrexham.

Title: Plan 1

Scale: 1:1250 on A3 Date: 15.04.16

Ref: CR-S106.01 Rev: -



DO NOT SCALE FROM THIS DRAWING
ALL DIMENSIONS MUST BE VERIFIED IN THE FIELD SETTING OUT.
COMMENCEMENT WORK ON MAJOR ANY SHOT DRAWINGS.

Rev: Description:

Date:

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POS AREA
RIVER GWENTRO WILDLIFE
MITIGATION AREA

MACBRYDE
HOMES

Macbryde Homes Limited,
Macbryde House, Unit 28,
St. Asaph Business Park,
Ffordd Richard Davies, St Asaph,
Denbighshire, LL17 0LJ.
Tel. 01745 536677
Fax. 01745 536688

Site:

Croesnewydd Road, Wrexham.

Title:
Plan 2

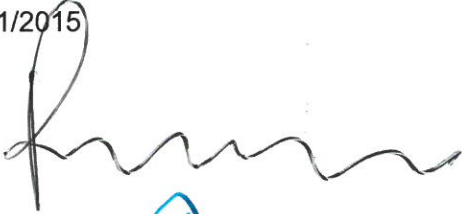
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1:1250 on A3

Date:
15.04.16

Ref:
CR-S106.02



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	BRIDGEMERE LAND PLC & MACBRYDE HOMES LTD	Code Number	WRO P/2015/0890
Agent	THE PLANNING CONSULTANCY MR MATTHEW GILBERT BRIDGE FARM SARN MALPAS CHESHIRE SY14 7LN	Date Received	19/11/2015
		Decision Date	

Town and Country Planning Act, 1990

Location of application

FORMER SITE OF BROTHER INDUSTRIES, CROESNEWYDD ROAD,
WREXHAM, LL13 7YP

Description of application

RESIDENTIAL DEVELOPMENT COMPRISING 79 DWELLINGS
ASSOCIATED ROADS AND OPEN SPACE

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

CLF5	Open space requirements from new residential developments
EC12	Development and flood risk
EC13	Surface water run-off
EC4	Hedgerows, Trees and Woodland
EC6	Biodiversity Conservation
GDP1	Development objectives
GDP2	Capacity of infrastructure and community facilities
H2	Residential development within settlements
H7	Affordable housing within new developments
T8	Parking

Revision	Date	Description of Decision
0		Planning permission issued

Particulars of decision that permission be GRANTED
Subject to the following:-

Applicant BRIDGEMERE LAND PLC & MACBRYDE HOMES LTD **Code Number** WRO P/2015/0890

Agent THE PLANNING CONSULTANCY
MR MATTHEW GILBERT
BRIDGE FARM
SARN
MALPAS
CHESHIRE
SY14 7LN

Date Received 19/11/2015

Decision Date



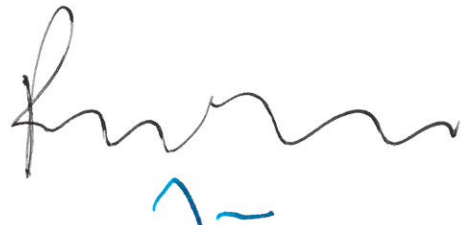
Condition(s)

1. The development hereby permitted shall be commenced before the expiry of one years from the date of this permission.

2. The development shall be carried out in strict accordance with the following approved drawings:

- i) CRW-SP01 Revision C: Proposed Site Plan;
- ii) CRW-Cha-PL02: Chatsworth - Elevations;
- iii) CRW-Cha-PL03: Chatsworth - Elevations (render);
- iv) CRW-Cha-PL01: Chatsworth - Floor Plans;
- v) CRW-Wen-PL03: Wentworth - Elevations (render);
- vi) CRW-Wen-PL02: Wentworth - Elevations;
- vii) CRW-Wen-PL01: Wentworth - Floor Plans;
- viii) CRW-Ric-PL02: Richmond - Elevations;
- ix) CRW-Ric-PL01: Richmond - Floor Plans;
- x) CRW-Bea-PL02: Beaumont - Elevations;
- xi) CRW-Bea-PL01: Beaumont - Floor Plans;
- xii) CRW-Kin-PL02: Kingston - Elevations;
- xiii) CRW-Kin-PL01: Kingston - Floor Plans;
- xiv) CRW-Ban-PL03: Banbury - Elevations (render);
- xv) CRW-Ban-PL02: Banbury - Elevations;
- xvi) CRW-Ban-PL01: Banbury - Floor Plans;
- xvii) CRW-H&O-PL03: Highfield & Oakley - Render Elevations;
- xviii) CRW-H&O-PL02: Highfield & Oakley - Brick Elevations;
- xix) CRW-H&O-PL01: Highfield & Oakley - Floor Plans;
- xx) CRW-Oak-PL02: Oakley Block Elevations;
- xxi) CRW-Oak-PL01: Oakley Block Floor Plans;
- xxii) CR-GD.04: Double Garage Details - Elevation;
- xxiii) CR-GD.03: Double Garage Details - Floor Plan and Section;
- xxiv) CR-GD.02: Single Garage Details - Elevations;
- xxv) CR-GD.01: Single Garage Details - Floor Plan and Section.

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.

Applicant	BRIDGEMERE LAND PLC & MACBRYDE HOMES LTD	Code Number	WRO P/2015/0890
Agent	THE PLANNING CONSULTANCY MR MATTHEW GILBERT BRIDGE FARM SARN MALPAS CHESHIRE SY14 7LN	Date Received	19/11/2015
		Decision Date	

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. 3 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 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.

6. 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 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:

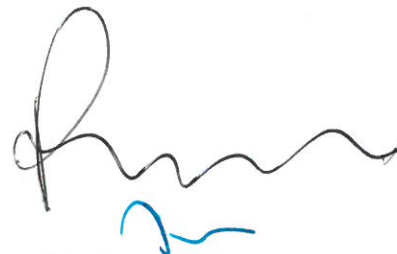
- i) Provide information about the design storm period and intensity, the method employed to delay and control the surface water discharged from the site and

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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.

7. Development shall not commence until the details required by the Welsh Government (Department for Economy, Science and Transport) dated 12 February 2016 have been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in strict accordance with the details as approved.

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

- i) The detailed layout, design, drainage, lighting and construction of the proposed new carriageways and footways serving the development;
- ii) The detailed layout, design, drainage and construction of the 3m wide shared cycleway/footway fronting the development site;
- iii) A timescale for implementation of the scheme.

The development shall thereafter be carried out in strict accordance with the scheme as approved.

9. Development shall not commence until an Ecological Method Statement and Management Plan has been submitted to and approved in writing by the Local Planning Authority. The Plan shall include the following:

- i) Details of measures that will be put in place to limit the spill of lighting from dwellings and street lights into the River Gwenfro corridor wildlife buffer zone shown on approved plan CRW-SP01 Revision C: Proposed Site Plan;
- ii) An invasive species remediation and management plan;
- iii) A biosecurity risk assessment
- iv) A scheme of reasonable avoidance measures in respect of otter
- v) An ecological management and monitoring plan for the River Gwenfro corridor wildlife buffer zone shown on approved plan CRW-SP01 Revision C: Proposed Site Plan
- vi) A timetable for the implementation of the all of the measures set out in the Ecological Method Statement and Management Plan.

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The development shall thereafter be carried out in strict accordance with the Ecological Method Statement and Management Plan as approved.

10. Prior to their use on the development samples of all external facing and roofing materials shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in strict accordance with such details as are approved.

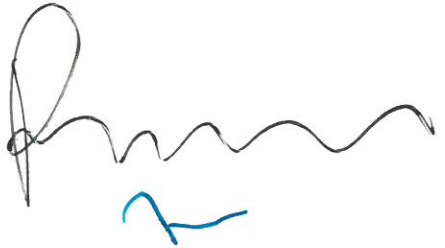
11. The development shall be carried out in strict accordance with the Hepworth Acoustic Noise and Vibration Consultants Recommendations for Noise Mitigation dated November 2014. Those plots for which noise mitigation measures are proposed in Section 2.0 Recommendations for Noise Mitigation and on Figure 1 - Recommended Noise Mitigation Scheme shall not be occupied until the noise mitigation measures have been implemented in full.

12. Land re-profiling shall be carried out in strict accordance with the JBA Consulting 'Addendum to the Croesnewydd FCA Update dated 27 January 2016, the JBA Consulting 'Development site flood storage' dated 22 March 2016 and the accompanying 'MUGA Flood Storage Plan'. Ground levels on the site alongside the River Gwenfro shall be raised to a minimum level of 96.3mAOD and property ground slabs shall have minimum level of 96.45mAOD, and levels in the multi-use games area or 'MUGA' shall be lowered to 96.15mAOD in accordance with the submitted details. All ground re-profiling works shall be carried out prior to the first occupation of any dwelling hereby granted permission.

13. 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.

14. The landscaping scheme submitted and approved in connection with condition no. 13 shall be fully implemented in all respects within the agreed timescale and in strict accordance with the approved scheme.

15. Within three months of commencement of development full details of the design and layout of the Local Area Play and the Multi-Use Games Area as shown on drawing CRW-SP01 Revision C: Proposed Site Plan together with the timescale for their construction and landscaping shall be submitted to and approved in writing by the Local Planning Authority. The Local Play Area and the Multi-Use Games Area shall thereafter be provided in strict accordance with the details as approved.

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16. All landscaped areas and areas of public open space shall managed in accordance with a Landscape Management Plan that shall have been submitted to and approved in writing by the Local Planning Authority within three months of commencement of development.

17. The 3m wide footway shown on approved drawing CRW-SP01 Revision C: Proposed Site Plan shall be completed to a Highways adoptable standard along the full site frontage prior to the first occupation of any dwelling hereby granted permission.

18. Each dwelling shall be provided with parking areas in accordance with the details shown on approved drawing no. CRW-SP01 Revision C: Proposed Site Plan prior to first occupation of that dwelling.

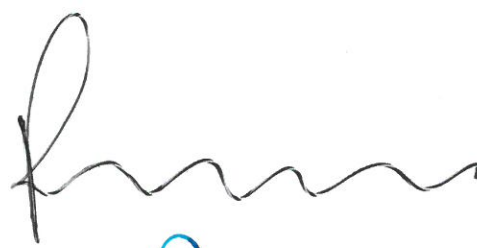
19. Prior to first use of the development hereby approved the vehicular access shall provide visibility splays of 2.4 metres x 56 metres in both directions measured to the nearside edge of the adjoining highway. Within these splays there shall be no obstruction in excess of 1 metre in height above the level of the nearside edge of the adjoining highway. The splays shall thereafter be permanently retained clear of any such obstruction to visibility.

20. Prior to the first use of the development hereby granted permission the junction of the private access road and estate road adjoining plot 52 as shown on approved drawing no. CRW-SP01 Revision C: Proposed Site Plan shall be provided within visibility splays of 2.4 metres x 25 metres in both directions measured to the nearside edge of the adjoining carriageway. Within the splays there shall be no obstruction in excess of 1 metre in height above the level of the nearside edge of the adjoining carriageway. The splays shall thereafter be retained clear of any such obstruction to visibility.

21. No dwelling shall be occupied until a Final Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. This plan shall include details of an annual monitoring which shall be submitted to the Local Planning Authority for written approval following the anniversary of the occupation of the first dwelling and every year after up to and including the fifth anniversary.

22. 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.

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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. To ensure the work is carried out to accepted arboricultural practices for the long term wellbeing of the tree(s).
6. To ensure satisfactory drainage of the site and to avoid flooding.
7. In the interests of highway safety.
8. In the interests of highway safety.
9. In order to protect wildlife interests, which are afforded special protection.
10. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
11. In the interests of ensuring the amenity of future occupiers of the development.
12. To reduce the potential risk of flooding to the proposed development and future occupants.
13. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
14. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
15. In the interests of the visual amenities of the area and the amenity of occupiers of the development.
16. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
17. In the interests of pedestrian safety.
18. To ensure adequate off-street parking for each dwelling is provided.
19. To ensure that adequate visibility is provided at the proposed point of access to the highway.
20. To ensure that adequate visibility is provided at the proposed point of access to the highway.
21. To support the Council's approved Integrated Transport Strategy and to reduce dependency on the motor vehicle.

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22. To protect the amenities of the occupiers of nearby properties.

Note(s) to applicant

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.

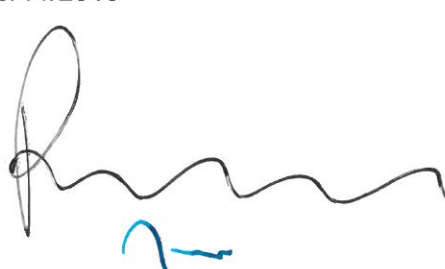
The applicant is advised that compliance with condition no. 21 does not provide an exemption from the statutory noise nuisance provisions of the Environmental Protection Act 1990. Any complaints received relating to noise from the development during the permitted hours may still be investigated using 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.

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

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Department on 01978 315300 for further advice and information.

The Applicant is advised that under the Environmental Protection Act 1990, dust from construction and/or demolition activities can be judged to be causing a statutory nuisance to neighbouring properties. A legal notice can be served requiring that any 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.

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.

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

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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.

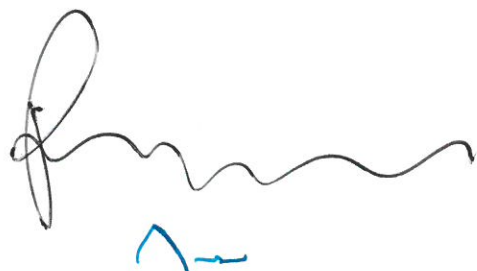


**Officer Appointed for this purpose
Head of Environment and Planning**

**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

DRAFT





Developer Contributions to Schools

This is one of a series of local planning guidance notes designed to amplify policy GDP2 in the Wrexham Unitary Development Plan (UDP) and identifies the circumstances and locations in which developer contributions to the provision of education facilities, such as additional classrooms, will be necessary. The (UDP) was adopted by the Council in February 2005 and this note is a material consideration in the determination of all relevant planning policies.

Education Planning in Wrexham

For education planning purposes links between certain infant and junior schools and between junior/primary schools and secondary schools in groups throughout the County Borough are maintained. The Council's School Admissions Policy grants parental preference, unless to do so would prejudice the efficient and effective use of its resources. Over 96% of pupils are allocated places in accordance with their parents' first preference.

Background to this Guidance Note

Local authorities find themselves under increasing financial pressure to meet the educational needs arising from residential development. Cumulatively, even relatively small developments can have a significant financial impact on the provision of school places. Welsh Office Circular 13/97 'Planning Obligations' makes provision for developer contributions to offset the negative consequences of development provided there is guidance on this in the local development plan. The Wrexham UDP provides this guidance through Policy GDP2 on Capacity of Infrastructure & Community Facilities.

The rest of this note sets out further information on how this Policy will be applied.



*Available in
accessible formats*

Criteria

Any developer contribution will be based on the following considerations:

- It will only apply to proposed developments of four or more residential units, whether by new build, conversion or changes of use. Developments should not be deliberately sub-divided or phased in an attempt to avoid this threshold. Where the development has been split or phased, the resulting cumulative number of dwellings will be used to calculate the financial contribution.
- It will only apply to schools deemed to have a shortage of places taking into account other residential developments within the area and after addition of the extra pupils likely to be generated by the proposed development.
- The number and type of proposed residential units (large or small houses, bungalows or apartments). More detail is given in Table 1.
- The likely ratio of pupils per housing unit applicable to the appropriate school or schools at both primary and secondary level.
- The location of the development and likely impact on existing schools. This will be assessed using the same criteria as the Council's Schools Admissions Policy in relation to proximity and feeder schools. A map of school catchment areas is available from the Planning Department.

If the potential pupils generated by the proposed development cannot be accommodated within existing schools then a commuted payment will be calculated by multiplying the additional places required by the pupil cost figure (see Table 1) to produce the commuted sum to be included in the planning obligation. Contributions by way of a release of land for a new school or direct construction may be considered as

Table 1: Cost guidelines

School Type	No. of pupils generated by each 2-3 bed house	Building Cost Multiplier £	Contribution £
Primary 4 - 11 years	0.28	7000	1960
Secondary 11 - 16 years	0.20	10000	2000
Post 16	0.04	12000	480
Totals			
School with 6th Form	0.52		4440
School without 6th Form	0.48		3960

Notes

- Building cost multipliers are based on Department for Education guidelines, pupil allocations and average building cost assessment.
- 1 bedroom and accommodation for the elderly no charge. 2/3 bedrooms standard charge (shown above). 4 + bedrooms plus 20%.
- School Catchment Areas are secondary schools and their feeder primary schools plus current Council policy on pupil proximity to schools.
- School population assessments to be reviewed annually.

Worked example for Johnstown Infants School catchment area

For the development of: -

- 10 - 1 bedroom Units
- 10 - 2 bedroom Units
- 10 - 3 bedroom Units
- 10 - 4 bedroom Units

Charges at primary school level

10 - 1 bedroom	no charge
10 - 2 bedroom	standard charge = £19600
10 * £1960	
10 - 3 bedroom	standard charge = £19600
10 * £1960	
10 - 4 bedroom	standard charge +20%
10 * £2352	= £23520

Charges at secondary school level

No shortage, no charge.



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 Allyn 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

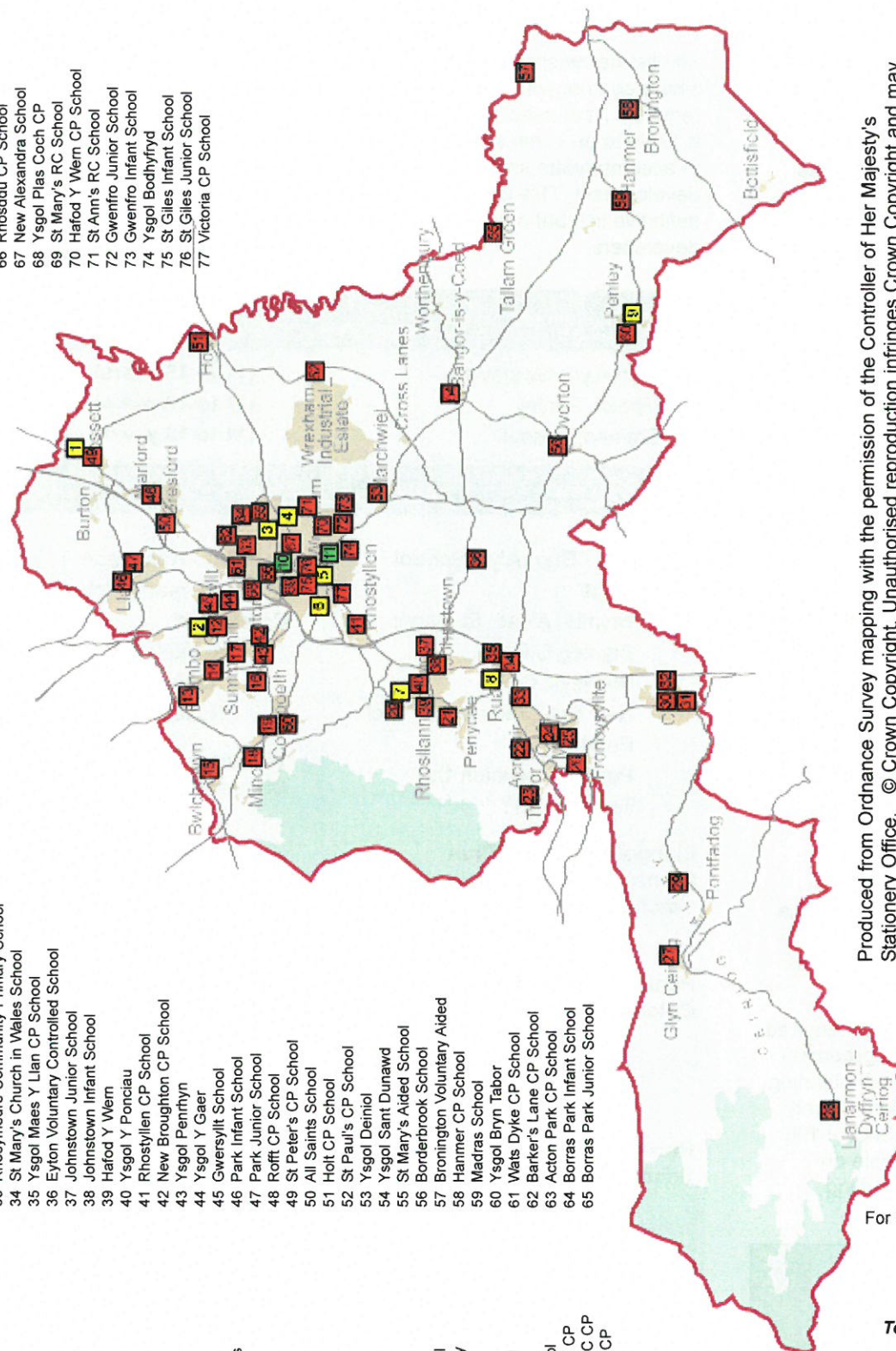
- 10 Groves
- 11 St Christophers/Ysgol Powys

PRIMARY SCHOOLS

- 12 Ysgol Heulan
- 13 Brymbo Aided School
- 14 Black Lane CP School
- 15 Bwchgwyn CP School
- 16 Brynateg 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 Fronysyllte CP School
- 27 Ysgol Cynndelw, Glynceiriog CP
- 28 Ysgol Gynradd Llanarmon DC CP
- 29 Ysgol Pontfadog, Llangollen CP
- 30 Chirk Infant School
- 31 Ceiriog 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 Eytton 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 Brongington Voluntary Aided
- 58 Hamner 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 Gwefro Junior School
- 73 Gwefro Infant School
- 74 Ysgol Bodhyfryd
- 75 St Giles Infant School
- 76 St Giles Junior School
- 77 Victoria CP School



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For further information contact:

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Fax: (01978) 292502

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

