

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

**relating to land at Former Hope View, Hand  
Lane, Ponciau in the County Borough of  
Wrexham LL14 1ET**

Dated : 23 May 2016

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

ALED PEMBERTON (2)

Trevor Coxon  
Head of Corporate and Customer Services  
Wrexham County Borough Council  
Guildhall  
Wrexham  
LL11 1AY

Ref: ND/10008000

9056

DATE 23 May 2016

#### PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of the Guildhall, Wrexham LL11 1AY ("Council") and
- (2) **ALED PEMBERTON** of Oakland Avenue, Rhosnesni, Wrexham LL13 9EW ("the Owner")

#### 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 6<sup>th</sup> July 2015 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

#### OPERATIVE PART

##### 1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

|                               |                                                                                                                                                                                                                                                                                                                        |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Act"                         | the Town and Country Planning Act 1990                                                                                                                                                                                                                                                                                 |
| "Application"                 | the application for outline/full planning permission dated 11 <sup>th</sup> May 2015 submitted to the Council for the Development and allocated reference number P/2015/0340                                                                                                                                           |
| "Commencement of Development" | the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations |

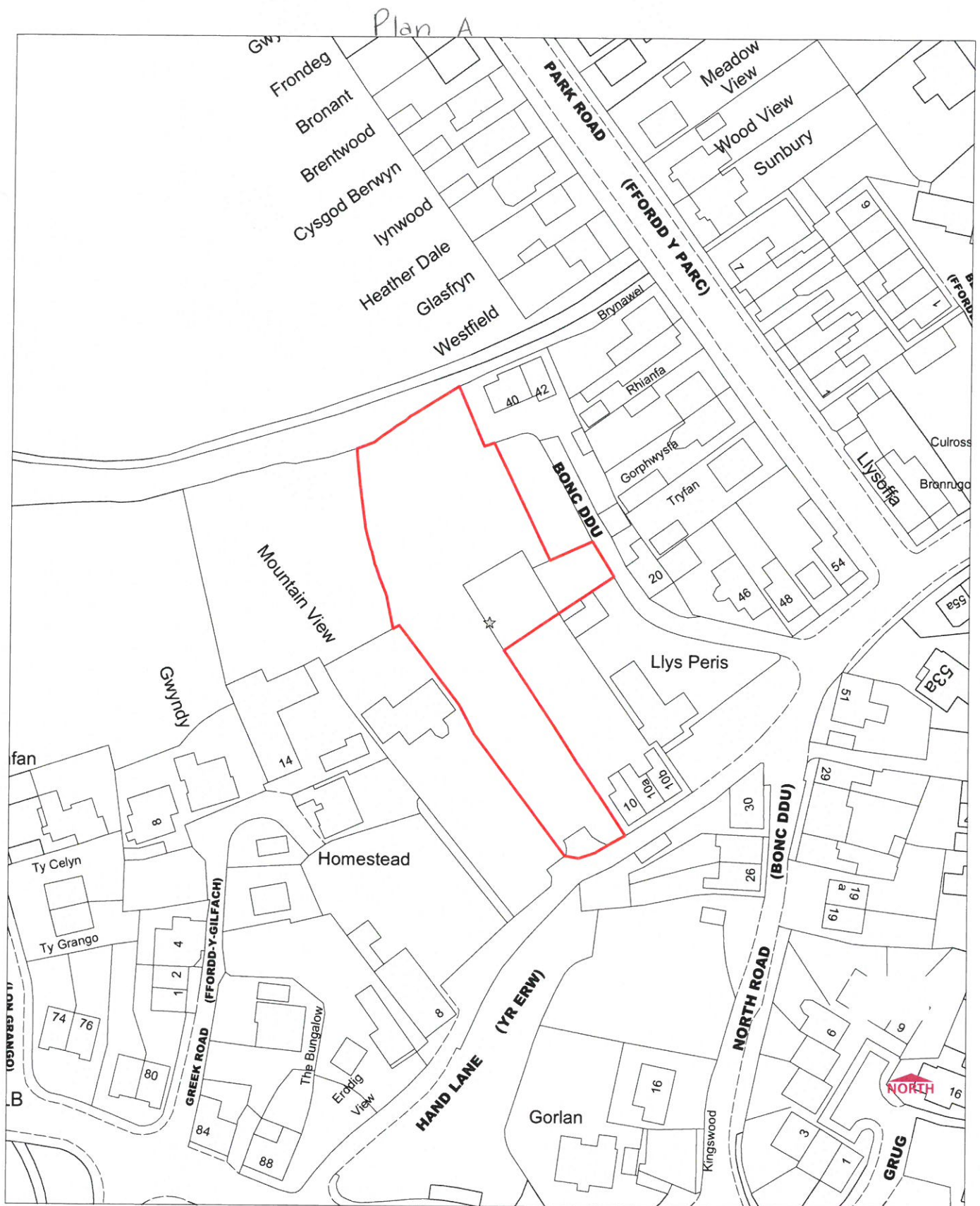
for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.

|                                |                                                                                                                                       |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| "Communal Facilities Area"     | means the Public Open Space and the Estate Roads                                                                                      |
| "Communal Facilities Transfer" | means a transfer of the Communal Facilities Area to a Residents Management Company                                                    |
| "Development"                  | the development of the Site consisting as set out in the Application                                                                  |
| "Dwelling"                     | means any residential unit (including a house flat or maisonette) constructed on the Land pursuant to the Planning Permission         |
| "Estate Roads"                 | means the area coloured grey on Plan B                                                                                                |
| "Index"                        | All Items Index of Retail Prices issued by the Office for National Statistics                                                         |
| "Interest"                     | interest at 5 per cent above the base lending rate of the Barclays Bank Plc from time to time.                                        |
| "Material Operation"           | means a material operation as defined in Section 56 subsection 4(a) to (e) of the 1990 Act to implement the Planning Permission       |
| "Plan A"                       | the Plan A attached to this Deed                                                                                                      |
| "Plan B"                       | the Plan B attached to this Deed                                                                                                      |
| "Planning Permission"          | the full planning permission subject to conditions to be granted by the Council pursuant to the Application and attached to this Deed |
| "POS Scheme"                   | means the scheme relating to the implementation and management of the Public Open Space submitted to and                              |

|                                |                                                                                                                                                                                                       |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                | approved in writing by the Council pursuant to the Application and relevant condition(s) of the Planning Permission                                                                                   |
| "Practical Completion"         | issue of a certificate of practical completion by NHBC by way of the usual NHBC cover note                                                                                                            |
| "Public Open Space"            | means the areas shown coloured green on Plan B and all trees and other such areas of landscaping and planting on the Development in accordance with condition 1d, 6 and 7 of the Planning Permission  |
| "Residents Management Company" | means a registered company limited by guarantee that has been formed for the purposes of maintaining the Public Open Space and for complying with and carrying out the requirements of the POS Scheme |
| "Site"                         | the land subject to this Deed as shown edged red on the Plan A and more particularly described in the First Schedule                                                                                  |

## **2 CONSTRUCTION OF THIS DEED**

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



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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: 30/03/2016  
Scale: 1:1000  
OS Sheet: SJ2946



P/2015/0340  
Site Former Hope View, Hand Lane  
Ponciau, Wrexham





Plan B

Site Plan 1:500



Location Plan 1:1250



|      |   |       |                    |         |
|------|---|-------|--------------------|---------|
| Rev  | A | 03/16 | Colour enhancement | DJE     |
| Date |   |       | Detail             | Initial |
|      |   |       |                    |         |
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|      |   |       |                    |         |
|      |   |       |                    |         |

**Project:**

Proposed residential development on land at Hand Lane, Ponciau, Wrexham.

|                      |                    |
|----------------------|--------------------|
| <b>Title:</b>        | <b>Scale: (A3)</b> |
| Site & Location Plan | 1:500 & 1:1250     |

|                    |               |
|--------------------|---------------|
| <b>Drawn By:</b>   | <b>Date:</b>  |
| D.J. Edwards       | April 2015    |
| <b>Drawing No:</b> | <b>Sheet:</b> |
| P082/002           | 1 of 1        |

**blueprint**  
architectural services

**LABC**  
Office 3K4, Redwither Tower,  
Redwither Business Park,  
Wrexham, LL13 9XT  
Tel: 01978 356500  
www.blueprintarchitectural.com



### **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, 6.1, 12 and 13 (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 on behalf of themselves and their successors in title to the Site to:

5.1.1 comply with the obligations relating to the Public Open Space set out in the Second Schedule to this Agreement

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 MISCELLANEOUS**

6.1 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 £1,250.00

6.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

6.3 This Deed shall be registrable as a local land charge by the Council.

6.4 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.

6.5 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.

- 6.6 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.
- 6.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if:-
- 6.7.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure
- 6.7.2 the Planning Permission shall expire prior to the Commencement of Development; or
- 6.7.3 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.
- 6.8 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.
- 6.9 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.
- 6.10 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.

## **7 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.

## **8 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

## **9 INDEXATION**

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

**10 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.

**11 VAT**

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

**12 JURISDICTION**

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

**13 DELIVERY**

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

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

**FIRST SCHEDULE**

**Description of the Site**

All that parcel of land being Former Hope View Hand Lane, Ponciau, Wrexham LL14 1ET which is registered at H M Land Registry in the name of the Owner with title absolute under title numbers WA823980, WA891892 and WA832309 and shown edged in red on Plan A

## **SECOND SCHEDULE**

### **Owner's Covenants – Residents Management Company and the Communal Facilities Area**

#### **Residents Management Company**

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

“No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 3 of the Second Schedule of an Agreement dated 201 made between Wrexham County Borough Council (1) and Aled Pemberton (2) have been complied with”
4. To pay to the Residents Management Company a fair and reasonable proportion (with the intention that the sum of all contributions from the Dwellings on the Land shall equal 100%) of the outgoings of the Residents Management Company incurred in complying with the relevant obligations of this schedule

#### **Communal Facilities Area**

##### **Public Open Space**

5. To observe and perform the provisions of the POS Scheme and monitor and review it at least every 5 years and to obtain the approval of the Council to any amendments thereto so as to ensure that they remain appropriate and relevant over time
6. To provide in the Communal Facilities 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 Second Schedule of an Agreement dated

201 made between Wrexham County Borough Council (1) and Aled Pemberton (2) AND to observe and perform the requirements of the POS Scheme referred to therein”.

7. Not to allow more than 50% of the Dwellings to be occupied until the Communal Facilities Transfer has been completed and a certified copy of the Communal Facilities Transfer and the enabling Residents Management Company's Board Minute and Resolution has been submitted to the Council in evidence thereof
8. To plant lay out and construct the Public Open Space in accordance with the POS Scheme the Planning Permission and this Agreement
9. To comply with the POS Scheme and to maintain and manage in perpetuity the Public Open Space in accordance with the POS Scheme the Planning Permission and this Agreement
10. Not to use the Public Open Space for any purpose whatsoever other than as public open space for the benefit of the Development being landscaped and open grassed areas nor cause permit or allow any structures in accordance with the Planning Permission or other obstructions whatsoever to be erected within the Public Open Space or deposit any waste or alter ground levels or light fires within the Public Open Space
11. Not to affix to any trees on the Site any items or structures likely to occasion damage to any such tree

#### **Estate Roads**

13. To lay out surface and drain the Estate Roads and construct it at the Owner's expense including the carriageways footways verges and all other necessary work to base course level within 3 months of Commencement of the Development
14. To complete the Estate Roads in accordance with the Highway Authority's Supplementary Guide to Design Bulletin 32 Residential Roads and Footpaths dated May 2000 within 3 months of Practical Completion of the final Dwelling within the Development
15. To level pave flag metal kerb channel sewer drain light and joint with the existing road to which the Development abuts and make good by the Owner in all respects in accordance with the Council's Supplementary Guide to Design Bulletin 32 Residential Roads and Footpaths dated May 2000 and otherwise in all respects in accordance with the requirements and to the satisfaction of the Council

## CERTIFICATE

.....of ..... as solicitors for the  
Owner (as defined in the within written Deed) hereby certify that the First Schedule of this  
Agreement is correct.

Signed

Dated:



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 ALED PEMBERTON

**Code No** RHO P/2015/0340

**Agent** BLUEPRINT ARCHITECTURAL  
SERVICES LTD  
OFFICE 3K4  
REDWITHER TOWER  
ABBEY ROAD  
WREXHAM INDUSTRIAL ESTATE  
WREXHAM  
LL13 9XT

**Date Received** 12/05/2015

**Decision Date**

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**Town and Country Planning Act, 1990**

**Location of application**

SITE OF FORMER HOPE VIEW, HAND LANE, PONCIAU, WREXHAM, LL14 1ET

**Description of application**

OUTLINE APPLICATION FOR 5 NO DWELLINGS (3 NO DETACHED AND 1 PAIR OF SEMI DETACHED) WITH ALTERATIONS TO EXISTING VEHICULAR AND PEDESTRIAN ACCESS - ALL MATTERS RESERVED EXCEPT ACCESS

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

|      |                                            |
|------|--------------------------------------------|
| GDP1 | Development objectives                     |
| H2   | Residential development within settlements |
| PS1  | Settlement limits                          |
| PS2  | Development and the environment            |
| T8   | Parking                                    |

| Revision | Date | Description of Decision    |
|----------|------|----------------------------|
| 0        |      | Planning permission issued |

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

**Condition(s)**

1. Approval of the following details shall be obtained from the Local Planning Authority before any part of the development is commenced:
  - a. the layout of the building(s)
  - b. the scale of the building(s)
  - c. the appearance of the building(s)
  - d. the landscaping of the site

|                  |                                                                                                                                               |                          |                 |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------|
| <b>Applicant</b> | MR ALED PEMBERTON                                                                                                                             | <b>Code No</b>           | RHO P/2015/0340 |
| <b>Agent</b>     | BLUEPRINT ARCHITECTURAL<br>SERVICES LTD<br>OFFICE 3K4<br>REDWITHER TOWER<br>ABBEY ROAD<br>WREXHAM INDUSTRIAL<br>ESTATE<br>WREXHAM<br>LL13 9XT | <b>Date<br/>Received</b> | 12/05/2015      |
|                  |                                                                                                                                               | <b>Decision<br/>Date</b> |                 |

2. Plans and particulars of the reserved matters referred to in condition 1 (above) shall be submitted in writing to the Local Planning Authority before the expiry of three years from the date of this permission. The development shall only be carried out in strict conformity with such details as are approved.
3. The development hereby approved shall be commenced before the expiry of five years from the date of this permission or before the expiry of two years from the date of approval of the last of the reserved matters required to be approved, whichever is the later.
4. The reserved matters to be submitted as part of condition 1 above shall also include design details for the widening of Hand Lane across the road frontage of the site, to provide room for a highway passing place/layby as previously approved in connection with planning permission of P/2009/0151 dated 31.03.09. The area of the passing place/layby shall also be brought up to a highway adoption standard before the development is first occupied.
5. 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.
6. As part of the landscaping details to be submitted for approval as part of reserved matters for condition 1 above, details of boundary and landscaping treatments for the western edge of the site shall be submitted to and approved by the Local Planning Authority.
7. The landscaping measures to be approved in connection with condition 6 above shall be fully implemented before any houses are first occupied, and shall thereafter be maintained in accordance with the details as approved in connection with that condition.
8. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking, re-enacting that Order with or without modification), no extensions or additions to the dwellings as approved shall be erected under Class A of Schedule 2 Part 1.
9. No land drainage run-off or surface water shall be permitted to discharge or connect to the public sewerage system, either directly or indirectly, and foul and surface water shall be drained separately from the site.

|                  |                                                                                                                                               |                          |                 |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------|
| <b>Applicant</b> | MR ALED PEMBERTON                                                                                                                             | <b>Code No</b>           | RHO P/2015/0340 |
| <b>Agent</b>     | BLUEPRINT ARCHITECTURAL<br>SERVICES LTD<br>OFFICE 3K4<br>REDWITHER TOWER<br>ABBAY ROAD<br>WREXHAM INDUSTRIAL<br>ESTATE<br>WREXHAM<br>LL13 9XT | <b>Date<br/>Received</b> | 12/05/2015      |
|                  |                                                                                                                                               | <b>Decision<br/>Date</b> |                 |

10. 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.

11. As part of the reserved matters, details of finished floor/ground levels shall be submitted on the plans, and the site shall only be developed in accordance with the levels as indicated on the plans unless first agreed, in writing, with the Local Planning Authority.

12. 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.

13. There shall be no means of pedestrian or vehicular access to the development from Bonc Ddu.

14. Nothing shall be planted, allowed to grow or erected to a height greater than 1 metre in height above the level of the nearside edge of the adjoining highway for a distance of 2.4 metres measured back from the adjoining highway along the entire site frontage. The splays shall be provided prior to first use of the development and shall thereafter be permanently retained clear of any such obstruction.

15. Prior to first use of the vehicular access hereby approved, the access shall be surfaced with hard bound materials (e.g. bituminous macadam) for a minimum distance of 5 metres behind the adjoining highway.

16. The vehicular access hereby approved shall be a minimum width of 4.8 metres.

17. No part of the development shall commence until a scheme detailing the construction of the layout, design, drainage and construction of the proposed access improvements. The scheme as approved shall be fully implemented prior to the first use of the development and retained thereafter.

18. There shall be no gates or other means of enclosure across the vehicular access point within 5 metres of the highway boundary.

19. 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.

|                  |                                                                                                                                               |                          |                 |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------|
| <b>Applicant</b> | MR ALED PEMBERTON                                                                                                                             | <b>Code No</b>           | RHO P/2015/0340 |
| <b>Agent</b>     | BLUEPRINT ARCHITECTURAL<br>SERVICES LTD<br>OFFICE 3K4<br>REDWITHER TOWER<br>ABBEY ROAD<br>WREXHAM INDUSTRIAL<br>ESTATE<br>WREXHAM<br>LL13 9XT | <b>Date<br/>Received</b> | 12/05/2015      |
|                  |                                                                                                                                               | <b>Decision<br/>Date</b> |                 |

### Reason(s)

1. To comply with the provisions of the Town and Country Planning (Development Management Procedure) (Wales) Order 2012
2. To comply with Section 92 of the Town and Country Planning Act, 1990.
3. To comply with Section 92 of the Town and Country Planning Act, 1990.
4. To ensure that the layby/passing place is provided and maintained in the interests of highway safety.
5. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
6. To ensure that the amenity impact of the new dwellings in relation to existing development is minimised, to afford suitable privacy for occupants of existing properties.
7. To ensure that the landscaping measures are implemented before the use commences to afford adequate amenity for nearby occupiers.
8. Due to the restricted application site and its relationship with adjoining properties it is considered important to ensure that no additional development as described in the condition is carried out without the permission of the Local Planning Authority.
9. To protect the integrity of the public sewerage system and prevent hydraulic overloading of the public sewerage system. To protect the health and safety of existing residents and to ensure no detriment to the environment.
10. To protect the amenities of the occupiers of nearby properties.
11. To ensure that the development fully complies with the appropriate policies and standards.
12. In the interests of highway safety.
13. In the interests of highway safety.
14. To ensure that adequate visibility is provided at the proposed point of access to the highway.
15. To ensure that no deleterious material is carried onto the highway, in the interests of highway safety.
16. To ensure the formation of a safe and satisfactory access.
17. In the interests of highway safety.
18. In the interest of the free and safe movement of traffic on the adjacent highway and to ensure the formation of a safe and satisfactory access.

|                  |                                                                                                                                               |                          |                 |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------|
| <b>Applicant</b> | MR ALED PEMBERTON                                                                                                                             | <b>Code No</b>           | RHO P/2015/0340 |
| <b>Agent</b>     | BLUEPRINT ARCHITECTURAL<br>SERVICES LTD<br>OFFICE 3K4<br>REDWITHER TOWER<br>ABBAY ROAD<br>WREXHAM INDUSTRIAL<br>ESTATE<br>WREXHAM<br>LL13 9XT | <b>Date<br/>Received</b> | 12/05/2015      |
|                  |                                                                                                                                               | <b>Decision<br/>Date</b> |                 |

19. In the interests of highway safety.

#### **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. 10 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

|                  |                                                                                                                                               |                          |                 |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------|
| <b>Applicant</b> | MR ALED PEMBERTON                                                                                                                             | <b>Code No</b>           | RHO P/2015/0340 |
| <b>Agent</b>     | BLUEPRINT ARCHITECTURAL<br>SERVICES LTD<br>OFFICE 3K4<br>REDWITHER TOWER<br>ABBEY ROAD<br>WREXHAM INDUSTRIAL<br>ESTATE<br>WREXHAM<br>LL13 9XT | <b>Date<br/>Received</b> | 12/05/2015      |
|                  |                                                                                                                                               | <b>Decision<br/>Date</b> |                 |

applicant should contact the Council's Housing and Public Protection 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.

|                  |                                                                                                                                               |                          |                 |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------|
| <b>Applicant</b> | MR ALED PEMBERTON                                                                                                                             | <b>Code No</b>           | RHO P/2015/0340 |
| <b>Agent</b>     | BLUEPRINT ARCHITECTURAL<br>SERVICES LTD<br>OFFICE 3K4<br>REDWITHER TOWER<br>ABBAY ROAD<br>WREXHAM INDUSTRIAL<br>ESTATE<br>WREXHAM<br>LL13 9XT | <b>Date<br/>Received</b> | 12/05/2015      |
|                  |                                                                                                                                               | <b>Decision<br/>Date</b> |                 |

Property specific summary information on past, current and future coal mining activity can be obtained from: [www.groundstability.com](http://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](http://www.gov.uk/government/organisations/the-coal-authority). The separate written consent of the Local Highway Authority must be obtained before any work is carried out within the confines of the highway.

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.

The separate written consent of the Local Highway Authority must be obtained before any work is carried out within the confines of the highway.

You are advised that two previous planning permissions for the site may need to be formally revoked depending upon the layout details to be submitted as part of the reserved matters.

The applicant is advised that as part of the reserved matters consideration of tree planting should be given along either side of the proposed access road.



**Officer Appointed for this purpose**  
**Head of Community Wellbeing and Development**

**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](http://www.wrexham.gov.uk/english/planning_portal/publications/info_sheets.htm)



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

EXECUTED as a DEED by affixing

THE COMMON SEAL of

WREXHAM COUNTY BOROUGH COUNCIL

in the

presence of:-



H. 1/14(a)

  
Head of Corporate and Customer Services

EXECUTED as a Deed by

ALED PEMBERTON



.....  
in the presence of:

..... D. Edge.

DIANE EDGE  
19 GROSVENOR ROAD  
WREXHAM  
LL11 1DE

