

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

relating to Land known as The Lodge Tudor Drive
Llanerch Panna Penley Wrexham LL13 0LR

Dated : 15th January 2015

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

SIMON DAVID RANDALL and ALISON JANE RANDALL (2)

T Coxon

Head of Corporate and Customer Services

Guildhall

Wrexham

LL11 1AY

Ref: LL/10009000

DATE

2015

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of the Guildhall, Wrexham LL11 1AY ("the Council") and
- (2) **SIMON DAVID RANDALL** and **ALISON JANE RANDALL** of Llanerch Panna Penley Wrexham LL13 0LR ("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 6th 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:

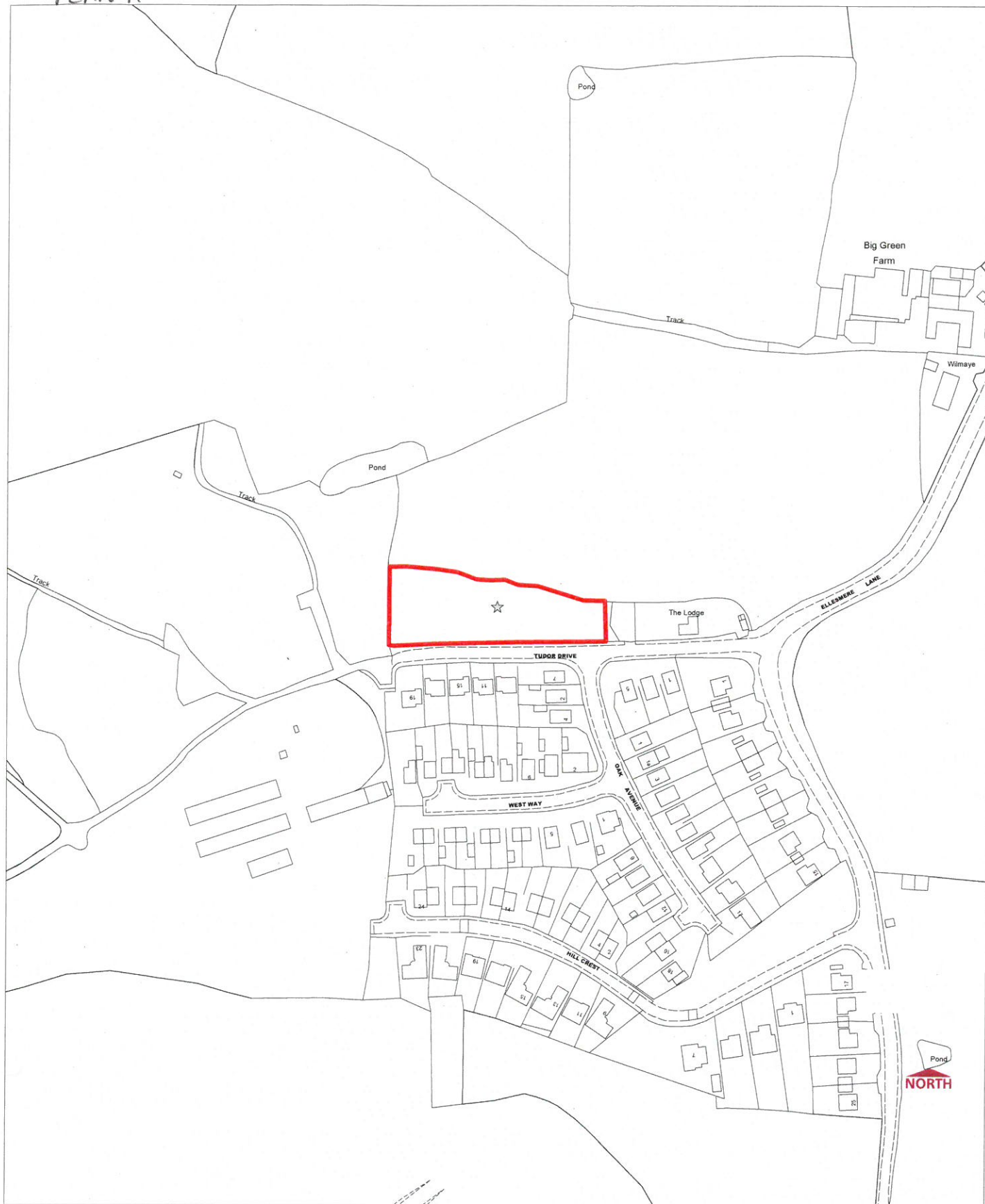
"Act"	the Town and Country Planning Act 1990
"Application"	the application for outline/full planning permission dated 1 st October 2014 submitted to the Council for the Development and allocated reference number P/2014/0738
"Commencement of Development"	the date on which any material operation (as defined 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 Areas Scheme"	means the scheme relating to the implementation and management of the Communal Facility Areas submitted to and approved in writing by the Council pursuant to the Application and relevant conditions of the Planning Permission.
"Communal Facilities Area"	means the Residents Communal Outdoor Space, Parking Areas and the Newt Mitigation area.
"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.
"Education Contribution"	means the sum of £24,304.00 (indexed in accordance with the provisions of this Deed) to be paid by the Owner to the Council in accordance with the provisions of the Third Schedule.
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics.

"Interest"	interest at 5 per cent above the base lending rate of the Barclays Bank Plc from time to time.
"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.
"Newt Mitigation Area"	means the area as shown on plan B to be maintained in accordance with condition 9 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 occupation in relation to security operations and "Occupied" shall be construed accordingly
"Parking Areas"	means any designated driveway and/or parking areas within the Site.
"Plan A"	the Plan A attached to this Deed.
"Plan B"	means the Plan B with reference 13-38 A100 Rev F as 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 at Appendix 1
"Practical Completion"	issue of a certificate of practical completion by NHBC by way of the usual NHBC cover note.
"RCOS Scheme"	means the scheme relating to the implementation and management of the Residents Communal Outdoor Space submitted to and approved in writing by the Council pursuant to the Application and

PLAN A



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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: 08/07/2015
Scale: 1:2500
OS Sheet: SJ4139



P/2014/0738
The Lodge, Tudor Drive
Penley, Wrexham





Site Plan

1 : 250

Summary of landscaping provisions

bedgie

Proposed Site

Existing length of hedge	= 250m
Amount of hedge to be removed	= 106m
Amount of hedge to be added/repositioned	= 210m
Proposed length of hedge	= 354m
Gain / loss of hedge	= -104m

The Lodge

Existing length of hedge
Amount of hedge to be removed
Amount of hedge to be added/repositioned
Proposed length of hedge
Gain / loss of hedge

Wild Grass

286 sqm (positioned to the north boundary line of the site)

Years

Additional trees: Native fruit bearing trees (e.g. Elder, Apple, Pear, Holly etc...)

[illegible]

Chen-Hsueh Architects Ltd.
11000 Acad. Bldg.
University of Toronto
Tel: 416/291-8236

[illegible]

Prepared:

Tudor Drive, Penley

1

Proposed Site Plan

Number of A's	Number of B's	Number of C's	Number of D's
1	250	1,500	0.2
			0.1, 0.3, 1.4

Year	Production	Price
1980	100	1.00
1981	110	1.10
1982	120	1.20
1983	130	1.30
1984	140	1.40
1985	150	1.50
1986	160	1.60
1987	170	1.70
1988	180	1.80
1989	190	1.90
1990	200	2.00
1991	210	2.10
1992	220	2.20
1993	230	2.30
1994	240	2.40
1995	250	2.50
1996	260	2.60
1997	270	2.70
1998	280	2.80
1999	290	2.90
2000	300	3.00
2001	310	3.10
2002	320	3.20
2003	330	3.30
2004	340	3.40
2005	350	3.50
2006	360	3.60
2007	370	3.70
2008	380	3.80
2009	390	3.90
2010	400	4.00
2011	410	4.10
2012	420	4.20
2013	430	4.30
2014	440	4.40
2015	450	4.50
2016	460	4.60
2017	470	4.70
2018	480	4.80
2019	490	4.90
2020	500	5.00

A100

A100

relevant conditions of the Planning Permission.

"Residents Communal Outdoor Space" means such areas on the Site to be determined being areas of hard and soft landscaping and planting on the Development in accordance with condition 1 of the Planning Permission.

"Residents Management Company" means a registered company limited by guarantee that has been formed for the purposes of maintaining the Residents Communal Open Space and Newt Mitigation Area and for complying with and carrying out the requirements of the Communal Areas 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.

3 LEGAL BASIS

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

4 CONDITIONALITY

This Deed is conditional upon:

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

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

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council on behalf of themselves and their successors in title to the Site to:
- 5.1.1 comply with the obligations relating to the Communal Facilities Area set out in the Second Schedule to this Agreement.
- 5.1.2 comply with the obligations relating to the Education Contribution set out in the Third 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 THE COUNCIL'S COVENANTS

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

7 MISCELLANEOUS

- 7.1 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.
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 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.

7.5 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.

7.6 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.

7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if:-

7.7.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure

7.7.2 the Planning Permission shall expire prior to the Commencement of Development; or

7.7.3 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.

7.8 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.

7.9 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.

7.10 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.

8 WAIVER

No waiver (whether expressed or implied) by the Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

10 INDEXATION

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

11 INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

12 VAT

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

13 JURISDICTION

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

14 DELIVERY

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

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

FIRST SCHEDULE

Description of the Site

All that parcel of land forming part of The Lodge Tudor Drive Llanerch Panna Penley Wrexham which is registered at H M Land Registry in the name of the Owner with title absolute under title number WA479092 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 Simon David Randall and Alison Jane Randall (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

Residents Communal Open Space

5. To observe and perform the provisions of the RCOS 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 Simon David Randall and Alison Jane

Randall (2) AND to observe and perform the requirements of the RCOS 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 on the Residents Communal Open Space in accordance with the RCOS Scheme, the Planning Permission and this Agreement.
9. To comply with the RCOS Scheme and to maintain and manage in perpetuity the Residents Communal Open Space in accordance with the RCOS Scheme, the Planning Permission and this Agreement.
10. Not to use the Residents Communal Open Space for any purpose whatsoever other than as communal open space for the benefit of the Development being landscaped and open grassed areas nor cause permit or allow any structures or other obstructions whatsoever to be erected within the Residents Communal Open Space or deposit any waste or alter ground levels or light fires within the Residents Communal Open Space except that the Owner may install subterranean plant and equipment for the reception storage and disposal of foul and surface water and sewerage and gas together with appropriate infrastructure relating to such installations, any surface projections being suitable protected to the reasonable satisfaction of the Council.
11. Not to affix to any trees on the Site any items or structures likely to occasion damage to any such tree.

Newt Mitigation Area

- 12 To comply with a scheme for the long term management and responsibility for the Newt Mitigation Area in accordance with the Planning Permission and this Agreement.

THIRD SCHEDULE

Owner's Covenants –

Educational Contribution

Prior to first Occupation of the Development the Owner shall pay the Educational Contribution to the Council and the monies paid shall be used by the Council to provide additional secondary educational facilities at Maelor School, Penley, Wrexham

FOURTH SCHEDULE

Council's Covenants –

Discharge of obligations

1. The Council covenants with the Owner to use the Education Contribution, ("the Contribution") received from the Owner under the terms of this Deed for the purpose specified in this Deed for which they are paid
2. The Council covenants with the Owner to repay such amount of any of the Contribution made by the Owner to the Council under this Deed which have not been expended in accordance with the provisions of this Deed within 5 years of the date of receipt by the Council commencing from the date of receipt by the Council of the final payment in accordance with the provisions of the Second Schedule hereto together with Interest from the date of the payment to the date of refund.

CERTIFICATE

Jolliffe & Co LLP of 6 St John Street Chester CH1 1DA 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:

APPENDIX 1
DRAFT PLANNING PERMISSION

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

EXECUTED as a DEED by affixing

THE COMMON SEAL of

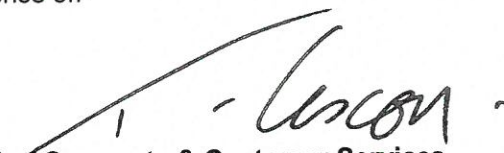
WREXHAM COUNTY BOROUGH COUNCIL

in the

presence of:-



04/11/09 (a)


Head of Corporate & Customer Services

EXECUTED as a Deed by

SIMON DAVID RANDALL- 

in the presence of:

.....
Signature



Name



.....
Address

JOLLIFFE & Co. LLP
SOLICITORS
6 ST. JOHN STREET
CHESTER
CH1 1DA

EXECUTED as a Deed by

ALISON JANE RANDALL 

in the presence of:



Signature

Katherine Watts

Name

23 Stersacre, Harlescott,
Shrewsbury, SU13PW

Address

APPENDIX 1

DRAFT PLANNING PERMISSION

In pursuance of its powers under the Acts and Orders referred to below, the County Borough Council as Local Planning Authority, hereby determines your application in accordance with the particulars and plans comprising the application



Applicant	MR SIMON RANDALL	Code No	MAE P/2014/0738
Agent	GREEN SPACE ARCHITECTS MR GERAINT EDWARDS 3 WHARF ROAD ELLESMERE SHROPSHIRE SY12 0EJ	Date Received	01/10/2014
		Decision Date	

DRAFT DECISION

Town and Country Planning Act, 1990

Location of application

THE LODGE, TUDOR DRIVE, LLANERCH PANNA, PENLEY, WREXHAM,
LL13 0LR

Description of application

APPLICATION FOR OUTLINE PLANNING PERMISSION FOR
RESIDENTIAL DEVELOPMENT OF 7 NO. DETACHED DWELLINGS AND
NEW ACCESS POINTS ONTO TUDOR DRIVE (LAYOUT AND ACCESS
NOT RESERVED)

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

EC4	Hedgerows, Trees and Woodland
EC5	Special Landscape Areas
EC6	Biodiversity Conservation
H5	Housing in the countryside
PS1	Settlement limits
PS2	Development and the environment
PS3	Brownfield Land
PS4	Settlement Pattern
PS6	Strategic employment provision
T8	Parking

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

Applicant	MR SIMON RANDALL	Code No	MAE P/2014/0738
Agent	GREEN SPACE ARCHITECTS MR GERAINT EDWARDS 3 WHARF ROAD ELLESMERE SHROPSHIRE SY12 0EJ	Date Received	01/10/2014
		Decision Date	

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 scale of the building(s)
 - b. the appearance of the building(s)
 - c. the landscaping of the site
2. Plans and particulars of the reserved matters referred to in condition 1 (above) shall be submitted in writing to the Local Planning Authority before the expiry of three years from the date of this permission. The development shall only be carried out in strict conformity with such details as are approved.
3. The development hereby approved shall be commenced before the expiry of five years from the date of this permission or before the expiry of two years from the date of approval of the last of the reserved matters required to be approved, whichever is the later.
4. 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.
5. 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.
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 the measures taken to prevent pollution of receiving ground water and/or surface waters;

Applicant	MR SIMON RANDALL	Code No	MAE P/2014/0738
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- 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. No part of the development shall be occupied until the sustainable drainage scheme for the site has been completed in accordance with condition no. 06. The sustainable drainage scheme shall be managed and maintained thereafter in strict accordance with the agreed management and maintenance plan.
 8. Details of all of the proposed boundary treatments in and around the site shall be submitted to and approved, in writing, by the Local Planning Authority as part of the reserved matters application. The boundary treatments as are approved shall be fully implemented in strict accordance with the details as are approved prior to first use of the development.
 9. A scheme of long-term management and responsibility for the newt mitigation area as shown on plan no 13-38 A100 Rev 1 shall be submitted to and approved, in writing, by the Local Planning Authority as part of the reserved matters application. The management plan shall be fully implemented in accordance with the details as are approved.
 10. No part of the development shall commence until a further survey and method statement in relation to the presence of bats together with an appropriate scheme of mitigation has been submitted to and approved, in writing, by the Local Planning Authority. The measures as are approved shall be implemented in all respects.
 11. Prior to first use of the development the site shall be laid out in strict accordance with layout plan(s) No. 13-38 A100 Rev 1.
 12. Prior to first use of the development hereby approved the vehicular access shall provide visibility splays of 2.4 metres x 33 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.
 13. Prior to first use of the development hereby approved a pedestrian visibility splay shall be established measured from the centreline of the

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vehicular access 2.4 metres back from the back edge of the footway to points 3.3 metres either side measured along the back edge of the footway. Within these splays there shall be no obstruction in excess of 0.6 metres in height above the level of the adjoining highway. The splays shall thereafter be permanently retained clear of any such obstruction to visibility.

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

15. 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.

16. Prior to first use of the development a 1.2m wide footway shall be constructed along the entire site frontage in strict accordance with a scheme which has been submitted to and approved in writing by the Local Planning Authority.

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

18. The tree protection fencing and ground protection measures approved in connection with condition no. 17 shall be kept in place until all external site works have been completed and the removal of the fencing has been approved in writing by the Local Planning Authority.

19. 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:

- 1) A specification for tree protection fencing and ground protection measures that comply with British Standard 5837:2012;
- 2) 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;

Applicant	MR SIMON RANDALL	Code No	MAE P/2014/0738
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- 3) 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;
 - 4) Details of general arboricultural matters including proposed practices with regards to cement mixing, material storage and fires;
 - 5) Details of the frequency of supervisory visits and procedures for notifying the findings of such visits to the Local Planning Authority;
 - 6) Method for protecting retained trees during demolition works;
 - 7) Details of all proposed tree works, including felling and pruning.
20. The following activities should not be carried out under any circumstances:
- 1) No fires should be lit within 10 metres of the nearest point of the canopy of any retained tree.
 - 2) No works, including earth works and the bringing onto site of machinery or materials shall proceed until the approved tree protection measures are put in place, with the exception of the approved tree works.
 - 3) No equipment, signage, fencing, tree protection barriers, materials, components, vehicles or structures shall be attached to or supported by a retained tree.
 - 4) No mixing of cement or use of other materials or substances shall take place within tree root protection areas or tree construction exclusion zones, or close enough to these that seepage or displacement of those materials or substances could cause them to enter tree root protection areas or tree construction exclusion zones.
 - 5) No alterations or variations to the approved works or tree protection schemes shall be carried out without the prior written approval of the Local Planning Authority.
21. The existing trees, shrubs and hedges shown on drawing(s) No(s). 13-38 A100 Rev 1 to be permanently retained shall not be cut down, grubbed out, lopped or uprooted. Any trees, shrubs or hedges removed or being severely damaged or becoming diseased shall be replaced with trees, shrubs or hedging plants of the equivalent size and species.

Reason(s)

1. To comply with the provisions of the Town and Country Planning (Development Management Procedure) (Wales) Order 2012

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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 protect the amenities of the occupiers of nearby properties.
5. 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.
6. To ensure satisfactory drainage of the site and to avoid flooding.
7. To ensure satisfactory drainage of the site and to avoid flooding.
8. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area and to protect the amenities of the occupiers of nearby properties.
9. In order to protect wildlife interests, which are afforded special protection.
10. In order to protect wildlife interests, which are afforded special protection.
11. In the interests of highway safety.
12. To ensure that adequate visibility is provided at the proposed point of access to the highway.
13. To ensure that adequate visibility is provided at the proposed point of access to the highway.
14. 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.
15. In the interests of highway safety.
16. In the interests of pedestrian safety.
17. To ensure that the retained trees are adequately protected during development in the interests of amenity.
18. To ensure that the retained trees are adequately protected during development in the interests of amenity.
19. To ensure the work is carried out to accepted arboricultural practices for the long term wellbeing of the tree(s).
20. To ensure that hard surfacing does not cause harm to retained trees in the interests of visual amenity.
21. To ensure the amenity afforded by the trees is continued into the future and to ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area and to protect the amenities of the occupiers of nearby properties.

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Note(s) to applicant

The applicant is advised that compliance with condition no. 04 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 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

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01978 315300 for further advice and information.

If a connection is required to the public sewerage system, the developer is advised to contact Dwr Cymru Welsh Water's Network Development Consultants on 0800 917 2652

The permission hereby granted does not authorise encroachment upon, or interference with, the adjoining property.

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

The applicant is advised that the existing garage has some features which could potentially support roosting bats. Although the risk of disturbance is low, please be aware that it is a criminal offence to:

- a) Deliberately capture, injure or kill a bat.
- b) Intentionally or recklessly disturb a bat in its roost or deliberately disturb a group of bats.
- c) Damage or destroy a bat roosting place (even if bats are not occupying the roost at the time).
- d) Possess or advertise/sell/exchange a bat (dead or alive) or any part of a bat.
- e) Intentionally or recklessly obstruct access to a bat roost.

All contractors should be made aware and if bats are disturbed during work, all work must stop and Natural Resources Wales contacted for further advice. The proposed footway should be constructed to a standard suitable for adoption by the Council for future maintenance at the public expense and the developer will need to enter into an agreement with the Council under s.38/278 of the Highways Act 1980.

You are advised that the Highway Authority will require such works to be completed to their satisfaction before they will formally adopt the relevant Highway works for public use and to be maintained at public expense. This will include the provision of a bond to cover the estimated value of such works. The appropriate fees will become due to the Council when the

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Highways Authority approve the proposed works to be carried out.
You are advised that this grant of planning permission was made following the completion of an Agreement under Section 106 of the Town and Country Planning Act. Before undertaking any work under this permission you are advised to obtain full details of the Agreement and ensure that you are able to comply with its terms.



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

