

DATED 28th October 2020

(1) WREXHAM COUNTY BOROUGH COUNCIL

(2) PROSPECT ESTATES LIMITED

(3) HANDELSBANKEN PLC

AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990 in respect of the former Air Products site, Llangollen Road, Acrefair, Wrexham.

THIS AGREEMENT is made the ~~28th~~ day of October 2020

BETWEEN: -

WREXHAM COUNTY BOROUGH COUNCIL of Guildhall, Wexham LL1 1AY ("the Council")

PROSPECT ESTATES LIMITED (company registration number 3189093) of Prospect Court, 2 Courthouse Street, Otley LS21 1AZ ("the Owner"); and

HANDELSBANKEN PLC a company incorporated in England and Wales with company number 11305395 and whose registered office is at 3 Thomas More Square, London, E1W 1WY and whose address for service is situate at 9th Floor West One, 114 Wellington Street, Leeds LS1 1BA ("the Chargee")

RECITALS

- (A) The Council is the Local Planning Authority for the purposes of Section 106 of the 1990 Act for the area within which the Land is situated and by whom the obligations contained in this Deed are enforceable.
- (B) The Owner is the owner of the freehold interest in the Land being part of the land registered at the Land Registry as proprietor of the Land with title absolute Title Number CYM643503.
- (C) The Chargee holds a registered charge dated 30 September 2014 over the Land.
- (D) The Owner warrants to the Council that there are no other legal interests in the Land
- (E) The Owner has submitted the Planning Application to the Council for the Development of the Land.
- (F) The Council has resolved to grant the Planning Permission subject to this Agreement being entered into prior to the granting of the Planning Permission to secure the provision of public open space and the improvement of education

facilities within the area by the payment of the Education Contribution (without which the Planning Permission would not be granted).

- (G) The parties have agreed to enter into this Agreement so as to create planning obligations in favour of the Council pursuant to Section 106 of the 1990 Act and to be bound by and observe and perform the covenants hereinafter contained.

NOW THIS DEED WITNESSES as follows:-

1 DEFINITIONS

- 1.1 In this document 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);

"CDM Regulations" means the Construction (Design and Management) Regulations 2015 including any modification, extension or re-enactment of them or any other regulations of a similar nature in force from time to time;

"Commencement of Development" the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the 1990 Act and **"Commence Development"** shall be construed accordingly;

"Community Council Area" means the administrative area of Cefn Community Council or any successor to that Council;

“Completion of Construction”	Means the date upon which a valid certificate of completion shall have been issued in respect of the relevant number of Dwellings for the purposes of the Building Act 1984 and the Building Regulations 2010;
“Development”	means the development of the Land in accordance with the Planning Permission;
“Development Requirements”	means in accordance with: (i) The Planning Permission, (ii) All current Building Regulations, (iii) The CDM Regulations.
“Dwelling”	means any residential unit (including a house, flat or maisonette) constructed on the Land pursuant to the Planning Permission
“Education Contribution”	means a sum calculated in accordance with Table 1 and the notes thereto on pages 2 and 3 of the Council’s published Local Planning Guidance Note No. 27 entitled Developer Contributions to Schools” (a copy of which is annexed at Appendix 1) in relation to primary schools only and according to the type and number of Dwellings comprised in the Development as defined by the Reserved Matters Approval;
“Head of Planning”	means the Council’s head of department or chief officer for the time being in post with responsibility for town and country planning;

"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 organisation;

"Interest"

means interest at 5% (five per cent) above the base lending rate of Barclays Bank plc from time to time;

"Land"

means the land situated at Llangollen Road, Acrefair, Wrexham and shown for the purposes of identification only edged red on the Plan;

"LPGN10"

the Council's Local Planning Guidance Note No. 10 Public Open Space in New Housing Development, adopted in April 1993 and last updated in August 2008, a copy of which is annexed at Appendix 2;

"Management Company"

means such body or bodies that is nominated or established by the Owner for the long-term maintenance and management of the Public Open Space and the Play Area in accordance with the First Schedule;

"Management Plan"

means the management plan to be submitted to and approved in writing by the Council in respect of the management and maintenance

of the Public Open Space and the Play Area in perpetuity by the Management Company;

"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;

"Phase"

means a phase of the Development being an area of the Land for which an application is made to the Council for a Reserved Matters Approval pursuant to the Planning Permission;

"Plan"

means the plan attached hereto;

"Planning Application"

means the application for outline planning permission for the Development of the Lane submitted to the Council and given reference number P/2016/0505.

"Planning Permission"

means the grant of planning permission by the Council pursuant to the Planning Application and any associated Reserved Matters Approval(s);

"Play Area"

means a play area and associated grassed area to be laid out, constructed and equipped by or on behalf of the Owner on the Play Area Land, such area to be a minimum area of 400 metre squared and to include grass matting



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safety surfacing or as may be otherwise approved in writing by the Council;

“Play Area Land”

Means an area of Land of a minimum area of 2,400 metre squared which is to be laid out as an open grassed area and on which the Play Area is to be constructed or such other dimensions as may be approved in writing by the Council for the Play Area Scheme;

“Play Area Scheme”

means a scheme to be submitted to the Council for approval containing details as to the location of the proposed Play Area on the Play Area Land and the fencing, levelling and landscaping works which are to be carried out and the play equipment which is to be installed in accordance with the First Schedule;

“POS Scheme”

means a scheme for the works comprised in the laying out and provision of the Public Open Space together with a timetable for commencement and completion of such works to be submitted to and approved in writing by the Council in accordance with the Planning Permission;

“Practical Completion”

means the issue of a certificate of practical completion by the Owner's architect or in the event that the Development or any part thereof is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect;

“Public Open Space”

means the areas of the Land which are to be provided as public open space in accordance with details to be approved by a Reserved Matters Approval and managed in accordance with the provisions of the First Schedule, the combined total of which shall be in accordance with the minimum standard of 0.4 hectare per 50 Dwellings contained in LPGN10 or such other dimensions as may be approved in writing by the Council;

“Reserved Matters Approval” means the grant of any application for reserved matters approval required pursuant to the Planning Permission;

“RICS”

means the Royal Institution of Chartered Surveyors or any successor institution of similar repute;

“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;

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 Words 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 if made by more than one person are made jointly and severally.
- 2.7 Reference to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successor to its statutory functions.
- 2.8 Where in this Agreement reference is made to any clause, paragraph, Schedule or Appendix such reference (unless the context otherwise requires) is a reference to a clause, paragraph, Schedule or Appendix in this Agreement.

3 STATUTORY REQUIREMENTS

- 3.1 This Agreement is made pursuant to Section 106 of the 1990 Act, Section 2 of the Local Government Act 2000, Section 111 of the Local Government Act 1972 and all other powers so enabling.
- 3.2 The obligations imposed by this Agreement relate to the land and are binding on the Owner, the Chargee and their respective successors in title pursuant to Section 106 of the 1990 Act.
- 3.3 It is HEREBY AGREED that:

3.3.1 the covenants contained herein are planning obligations for the purposes of Section 106 of the 1990 Act with the intent that they shall be enforceable by the Council as local planning authority without limit of time against the Owner, the Chargee and their respective successors in title; and

3.3.2 that such obligations are:

- (a) necessary to make the Development acceptable in planning terms;
- (b) directly related to the Development; and
- (c) fairly and reasonably related in scale and kind to the Development.

4 LOCAL LAND CHARGE

4.1 This Agreement is a local land charge for the purposed of the Local Land Charges Act 1975 and will be registered as such by the Council.

4.2 The Council will upon receipt of a written request of the Owner or its successors in title, at any time after the obligations set out herein have been fulfilled in their entirety to the satisfaction of the Council, issue written confirmation thereof and if requested shall thereafter cancel all related entries in the register of local land charges.

5 CONDITION PRECEDENT

5.1 This Agreement is conditional upon:

5.1.1. the grant of Planning Permission;

5.1.2 the grant of Reserved Matters Approval; and

5.1.3 the Commencement of Development

SAVE FOR the provision of clauses 1, 2, 3, 4.1, 7.1 (only in respect of paragraph 1 of the First Schedule), 7.2, 7.4, 9, 10, 11, 13, 14, 17 and 20 which take effect immediately upon completion of this Agreement.

6. CONDITION SUBSEQUENT

- 6.1 If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provision of Sections 56, 91 and 93 of the 1990 Act or is revoked or modified in whole or in part (other than an approval of an application by or on behalf of the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach.

7. THE OWNERS COVENANTS

- 7.1 The Owner hereby covenants with the Council on behalf of itself and any person deriving title to any part of the Land from the Owner so as to bind the Land, to fully observe and perform the obligations of this Agreement including those obligations set out in the Schedules and hereby agrees that the Land shall be subject to the obligations, restrictions and provision specified herein, such obligations being planning obligations for the purpose of Section 106 of the 1990 Act.
- 7.2 The Owner agrees to pay to the Council on signing hereof the Council's reasonable and proper legal costs in connection with the preparation and execution of this Agreement.
- 7.3 The Owner covenants to serve upon the Council (addressed to the Council's Head of Planning) the Implementation Notice within 10 Working Days from but not including the date of Commencement of the Development.
- 7.4 The Owner agrees to give the Council notice in writing of any disposal of its interest in the Land (or part thereof) occurring before all the obligations in this Agreement have been discharged such notice to be given within 10 (ten) 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 Land transferred.

8 THE COUNCIL'S COVENANTS

- 8.1 The Council hereby covenants with the Owner to observe and perform the obligations on its part in this Agreement including those obligations set out in the Schedules.
- 8.2 The Council hereby covenants:
- 8.2.1 to use the Education Contribution paid pursuant to the Second Schedule towards the provision/improvement or extension of education facilities at Acrefair Primary School, Wrexham and/or Ysgol Rhiwabon, Wrexham;
 - 8.2.2 at the written request of the Owner to provide written confirmation of the discharge of obligations contained in this Agreement when satisfied that such obligations have been performed; and
 - 8.2.3 at the written request of the Owner to repay to the person who first paid such monies any balance of the Education Contribution and any Interest thereon which remains unexpended 10 (ten) years from the date of payment.

9 CHARGEES' CONSENT

- 9.1 The Chargee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Agreement PROVIDED THAT the Chargee shall otherwise have no liability under this Agreement unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

10 MISCELLANEOUS

- 10.1 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 authority, housing authority, education 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 regulation 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.

11 THE CONTRACTS ACT

- 11.1 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.

12 LIABILITIES

- 12.1 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after parting with their 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.
- 12.2 The covenants contained in this Agreement shall not be enforceable against any individual owner-occupier or tenant of a Dwelling
- 12.3 The covenants contained in this Agreement shall not be enforceable against a statutory undertaker after the transfer of statutory apparatus by the Owner to the statutory undertaker for the purposes of its undertaking.

13 DISPUTE RESOLUTION

- 13.1 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 10 (ten) years standing) experienced in the relevant matter ("**the 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 RICS PROVIDED THAT the provisions of this clause shall not prejudice prevent or delay the right of any party to seek the resolution of any matter relating to this Agreement by the Courts and /or in accordance with Section 106(6) of the 1990 Act.

14 DECLARATIONS

- 14.1 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 shall be valid and be enforceable to the full extent permitted by law.

15 NOTICES

- 15.1 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;

15.1.1 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

15.1.2 in the case of the Owner to be addressed to Law Department and Real Estate Department at the address given in this Agreement or such other address as may be notified in writing to the Council from time to time; and

15.1.3 in the case of the Chargee at the address given in this Agreement or such other address as may be notified in writing to the Council from time to time

15.2 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.

16 NON-PROHIBITION ON DEVELOPMENT

16.1 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

17 COUNCIL'S CONSENT OR APPROVAL

17.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner or the Chargee from the Council under the terms of this Agreement 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 Planning 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.

18 INDEXATION AND INTEREST

- 18.1 Any sum to be paid under this Agreement shall be increased by an amount equivalent to the increase in the Index from the date of this Agreement until date such sum is due and payable.
- 18.2 If any payment due under this Agreement is paid late the Owner will pay Interest thereon on a day to day basis from the date the payment is due to the date when such payment is made.

19 JURISDICTION

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

EXECUTED as a deed by the parties on the day and year first herein before appearing

FIRST SCHEDULE

Public Open Space and Play Area

1. Not to commence Development or allow the Commencement of Development until:
 - 1.1 The proposed POS Scheme, Play Area Scheme and Management Plan have been submitted to and approved in writing by the Council;
 - 1.2 Details of the Management Company including its corporate structure, directors and officers, proposed articles of association and the mechanism of ensuring that the Management Company has sufficient funds to enable it to implement and complete the Management Plan and Play Area Scheme have been submitted to and been approved by the Council; and
 - 1.3 The Management Company has been incorporated in accordance with the details approved by the Council pursuant to paragraph 1.2 above.
2. To submit to the Council certified copies of the articles of association and certificate of incorporation of the Management Company within 4 (four) 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 Management Company with a view and to the intent that they can influence and contribute to the compliance with the obligations set out in this Schedule and to procure that a restriction is entered on the proprietorship of each individual 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 paragraph 3 of the First Schedule of an Agreement dated [] made between (1) Wrexham County Borough

Council (2) Prospect Estates Limited and (3) Handelsbanken plc have been complied with."

4. To pay to the 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 Management Company incurred in complying with the relevant obligations set out in this Schedule or to pay to the Management Company such other funding as may have been identified and approved in accordance with paragraph 1.2 above.
5. To layout and implement the Play Area Land and construct and complete the Play Area in accordance with the approved Play Area Scheme prior to Practical Completion of 50% of the dwellings.
6. To layout the Public Open Space and make it available for public use strictly in accordance with the approved POS Scheme including the timetable for implantation and completion approved as part thereof.
7. Not to occupy 60% of the Dwellings until it has completed a freehold transfer of the Public Open Space and the Play Area Land to the Management Company and certified copies of the transfer and enabling Management Company board minute and resolution has been submitted to the Council in evidence thereof.
8. To provide in the transfer of the Public Open Space and the Play Area Land 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 [] made between (1) Wrexham County Borough Council (2) Prospect Estates Limited and (3) Handelsbanken plc AND to observe and perform the requirements of the Management Plan referred to therein."

9. To maintain and manage the Public Open Space and the Play Area Land in perpetuity in accordance with the Management Plan, 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 structure (other than play equipment on the Play Area in accordance with the Play Area Scheme) 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 Land any items or structure likely to occasion damage to any such trees.

SECOND SCHEDULE

Education Contribution

1. To pay the Education Contribution to the Council in the following instalments:
 - 1.1 25% (twenty five per cent) prior to Occupation of 25% of the Dwellings;
 - 1.2 A further 25% (twenty five per cent) prior to Occupation of 50% of the Dwellings;
 - 1.3 A further 25% (twenty five per cent) prior to Occupation of 75% of the Dwellings;
 - 1.4 The final 25% (twenty five per cent) prior to Occupation of 90% of the Dwellings;
2. Not to Occupy or permit the Occupation of the percentages of Dwellings referred to in paragraphs 1.1 to 1.4 (inclusive) until the corresponding instalment of the Education Contribution has been paid to the Council in full.

APPENDIX 1

Local Planning Guidance Note No 27

Developer Contributions to Schools

This is one of a series of guidance notes providing information to help you understand our procedures and improve design standards.

27. 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 initially adopted by the Council in February 2005. This updated version was subject to consultation between 16 July and 13 August 2018 and 1 October and 26 October 2018 and was adopted by the Executive Board on 11 December 2018. This guidance note is a material consideration in the determination of all relevant planning policies.

Education Planning in Wrexham

For education planning purposes links between certain 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 98% 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.

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, type and size of the proposed residential units. No contributions will be sought for apartments or dwellings that have only 1 bedroom. 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.

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 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:

- A development of 100 x 3 bedroom houses produces around 23 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.



1: Cost Guidelines

Property type	No. of pupils generated per dwelling		Building Cost Multiplier £	Contribution £
Primary 4 - 11 years	Apartments with 2 or more bedrooms	0.07	12257	858
	2 bedrooms	0.12		1471
	3 bedrooms	0.23		2819
	4+ bedrooms	0.31		3800
Secondary 11 - 16 years	Apartments with 2 or more bedrooms	0.04	18469	739
	2 bedrooms	0.07		1293
	3 bedrooms	0.2		3694
	4+ bedrooms	0.31		5725
Post 16	Apartments with 2 or more bedrooms	0.02	12000	240
	All dwellings	0.06		720

Notes

- The number of pupils generated per dwelling figures set out in the Table 1 are derived from 2011 Census statistics.
- Building cost multipliers are based on Department for Education guidelines, pupil allocations and average building cost assessment.

TABLE 2: Worked Example			
Number of dwellings	Primary	Secondary	Total
10 x 2+ bedroom apartments	10 x 858 = £8580	10 x 739 = £7390	£15970
10 x 2 bedroom houses	10 x 1471 = £14710	10 x 1293 = £12930	£27640
10 x 3 bedroom houses	10 x 2819 = £28190	10 x 3694 = £36940	£65130
10 x 4 bedroom houses	10 x 3800 = £38000	10 x 5725 = £57250	£95250
Total	£89480	£114510	£203990

contact

Environment and Planning
16 Lord Street Wrexham. LL11 1LG

E-mail: planning@wrexham.gov.uk
website: www.wrexham.gov.uk/planning

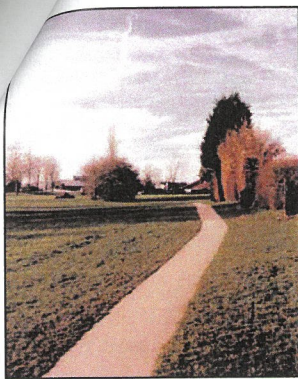
Adopted March 2004, Revised November 2010
Updated December 2018

available in other formats on request

APPENDIX 2

Local Planning Guidance Note No 10

Public Open Space in New Development



Public Open Space in New Housing Development

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

The National Playing Field Standard

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

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

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

Local Requirements

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

The local Planning Authority is therefore keen to ensure that:

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



In all cases public open space should:

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

Design Brief

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

Standard of Provision

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

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

Financing and Future Maintenance

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

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

Off Site Provision and Funding

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



For further information contact:

Chief Planning Officer
Lambpit Street, Wrexham.
LL11 1AR

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

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

COMMON SEAL of
REXHAM COUNTY BOROUGH COUNCIL

Was hereunto affixed in the presence of:

Shyn Davies

Head of Corporate and Customer Services
Chief Officer Governance & Customer

EXECUTED as a DEED by

PROSPECT ESTATES LIMITED

acting by a Director

Director's name (printed) *John E. Lund*

in the presence of:-

Name (in block capitals): *DAVID J. EVANS*

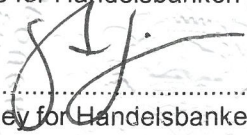
Address: *Regl House 5 Green St Luth*

Occupation: *Solicitor*

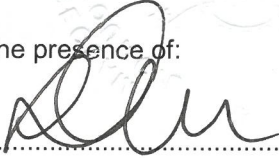


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Executed as a deed by STEVEN STOCKER
Deputy Branch Manager and DAVID
ROBERTSON Account Manager Support as
attorneys for Handelsbanken plc


.....
as attorney for Handelsbanken plc

in the presence of:


.....
Signature of witness

LESANDRA CAIRNS
.....
Name of witness (IN BLOCK CAPITALS)

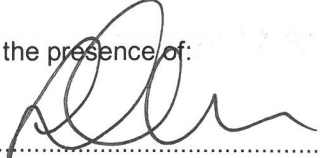
Handelsbanken plc
9th Floor WestOne
114 Wellington Street
Leeds
LS1 1BA

.....
Address of witness

BANKER
.....
Occupation of witness


.....
as attorney for Handelsbanken plc

in the presence of:


.....
Signature of witness

LESANDRA CAIRNS
.....
Name of witness (IN BLOCK CAPITALS)

Handelsbanken plc
9th Floor WestOne
114 Wellington Street
Leeds
LS1 1BA

.....
Address of witness

BANKER
.....
Occupation of witness