

DATED

8th November

2017

1

(1) WREXHAM COUNTY BOROUGH COUNCIL
(2) ALMAR CONSTRUCTION LIMITED
and
(3) TOGETHER COMMERCIAL FINANCE LIMITED

PLANNING OBLIGATION BY DEED OF AGREEMENT UNDER SECTION 106 OF THE
TOWN AND PLANNING ACT 1990

Relating to Land adjoining The Lodge Tudor Drive Llanerch Panna Penley Wrexham
LL13 0LR

DATE

8th November

2017

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of the Guildhall, Wrexham LLII IAY ("the Council")
- (2) **ALMAR CONSTRUCTION LIMITED (Company Registration Number 09410260)** of 15 Fairhaven, Weston, Crewe, United Kingdom CW2 5GG ("the Owner") and
- (3) **TOGETHER COMMERCIAL FINANCE LIMITED (Company Registration Number 2058813)** of Lake View, Lakeside, Cheadle, Cheshire SK8 3GW ("the Mortgagee")

INTRODUCTION

- (1) The Council is the local planning authority for the purposes of this Deed and the Act for the area within which Plot A, which forms part of the Site, is located and is the local planning authority by whom a planning obligation is enforceable.
- (2) The Owner is the freehold proprietor of Plot A subject to the Security but otherwise free from encumbrances which would prevent the Owner entering into this Deed.
- (3) The Mortgagee is the holder of the Security in relation to Plot A.
- (4) Prior to the Application, Outline Planning Permission for seven dwellings on the Site was granted by the Council on the 15th January 2016 and the previous owners of the Site and the Council entered into a deed of agreement under section 106 of the Act dated 15th January 2016. A Reserved Matters Application in respect of the Outline Planning Permission for two dwellings on Plot B, which also forms part of the Site, was subsequently approved by the Council on 7th November 2016.
- (5) The Owner has submitted the Application to the Council in respect of the Development on Plot A and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (6) The Council resolved on the 3rd July 2017 to grant the Planning Permission subject, among other things, to the prior completion of this Deed.
- (7) The parties have agreed to enter into this Deed with the intention that the obligations contained in this Deed may be enforced by the Council against the Owner, the Mortgagee and their respective successors in title.

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 (as amended)
"Application"	the application for full planning permission dated 27 th January 2017 (as amended on 7 th February 2017) submitted to the Council for the Development and allocated reference number P/2017/0079
"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 notice 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 Plot A consisting as set out in the Application
"Dwelling"	means any residential unit (including a house flat or maisonette) constructed on Plot A 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 Act to implement the Planning Permission.
"Newt Mitigation Area"	means the area as shown on Plan 2 to be retained and managed in accordance with condition 11 of the Planning Permission.
"Occupation"	means use of a Dwelling for residential purposes 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.
"Outline Planning Permission"	the outline planning permission granted by the Council on the 15 th January 2016 and allocated reference number P/2014/0738.
"Parking Areas"	means any designated driveway and/or parking areas within Plot A.
"Plan 1"	means the Plan 1 as attached to this Deed.
"Plan 2"	means the Plan 2 as attached to this Deed.
"Plan 3"	means the Plan 3 as attached to this Deed.
"Plan 4"	means the Plan 4 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
"Plot A"	the land subject to this Deed as shown edged red on Plan 1 and more particularly described in the First Schedule, forming part of the Site.
"Plot B"	means the area of land subject to the Reserved Matters Approval as shown edged red on Plan 3.
"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 relevant conditions of the

PLAN 1



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Head of Environment and Planning
Environment and Planning Department
16 Lord Street, Wrexham
LL11 1LG

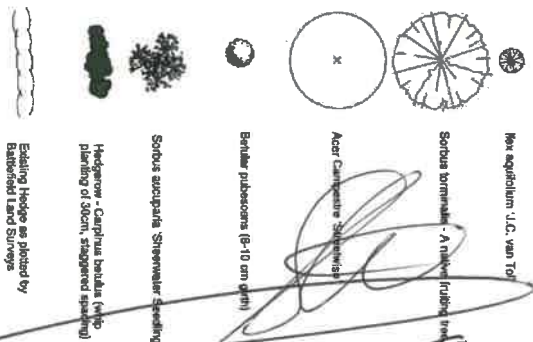
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Town & Country Planning Act 1990
Section 106 Obligation

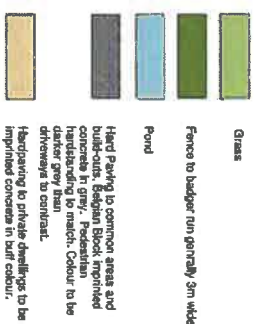
 P/2017/0079
The Lodge, Tudor Drive
Llanerch Panna, Penley
Wrexham


wrexham
COUNTY BOROUGH COUNCIL
CYNGOR Bwrdeistref Sirol
wrecsam

Trees / Bushes



Ground Surface



Fence / Boundary Type



Garden Structure



Planting Exposition

1. *Sorbus aucuparia* 'Shenower Seedling' - A selected clone of the native Roman.
Heavy Standard (HS) 12-14cm Rootballed.
Quantity required over plots 3 - 7: 8
 2. *Cotoneaster laurifolia* 'Cordierii' - A hardy form of garden origin, with the same 'wildfire' benefits as the native species.
Heavy Standard (HS) 12-14cm Rootballed.
Quantity required over plots 3 - 7: 3
 3. *Sorbus torminalis* - A native fruiting tree.
Heavy Standard (HS) 12-14cm Rootballed.
Quantity required over plots 3 - 7: 5
4. *Key seedlings*, 1/2" x 1/2" Tol - An improved seed borne form of native holly with an increased amount of berries.
Cane has green specimens at 125 - 150cm High when planted.

All staggered times to be sown using two sown/side sowers with a cradlebar. The first law being sown on the 25th of the 1st of October to be 1200mm above ground level.

For staggered times to be planted between late October and mid March.

Conventional options must be planted at any time (ground and subsoil) and must be planted at the same time as the staggered times of 1000mm.

All areas where these are to be planted should have an appropriate depth of topsoil.

The times have been specifically selected to support rabbits. They are all native varieties, or at least improved forms of native varieties, growing or early summer flowers will be followed by berries or fruit. Spreading in addition to this they are attractive and edible to deer, and are of a small to medium size making them suitable for these garden locations.

Grass seed for long grass and flower mixes.

Use a grass mix including some perennial wild flowers, such as RIES Farmseed Meadow (M&S Grassland) from www.garden.com.au. Apply 100g/m² of seed.

The grass seed mix is best sown between late October to mid-October providing that in periods of unusually dry weather the seedbed is moist. The seed should be sown in a 100mm wide furrow (2.5 inches) high, possibly once more until the grass is about 10cm (4 inches) high.

Soil preparation prior to sowing grass and wildflower mix.

A good quality top soil to a minimum depth of 150mm should be used. Level the soil and lightly consolidate. The surface should be cleared of any stones, weeds and other debris. Do not compact the soil. No fertilisers should be applied.

Turf for all turfed areas.

A good quality turf cut to a minimum depth of 160mm should be used. Unless the turf is not light and delicate, the surface should be cleared of any moss, weed and other debris. The surface should be cleared of any stones, roots and debris. The turf should be cut to a minimum of 160mm (1'6") deep out to the first 2" weather, or until the roots have gone well down the root.

Beech hedges to garden boundaries to match existing hedges at front. Single row planted at 30cm spacing. 40-60cm bare rooted or cell grown to be used. Ground to be hand dug and turned over before planting. Mulch with 100mm woodchip 30cm from stems

M. G. Lawrence, *Journal of Management Education* 20(10):16-22, November 1996, Sage Publications, Thousand Oaks, CA.

NAME OF THE CANDIDATE		DATE	MARKS
1	ABHIRAM K. S.	10/10	100
2	ADARSH K. S.	10/10	100
3	ADARSH K. S.	10/10	100
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Houses at Tudor Drive Penney

Proposed Landscaping Plan

Title of	Book #	Born by	Contact by	Date
1-125	1:200	88	GE	26/9/77

Job No. Special file Rev.

Drawing Number 16-52 A42704 3

PLAN 3



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Head of Environment and Planning
Planning Services
16 Lord Street, Wrexham LL11 1LG

Town & Country Planning Act 1990
Section 106 Obligation

Plan 3



~~P/2017/0079~~ P/2016/0858
Land at Tudor Drive,
Penley
Wrexham

Date: 22/09/2017
Scale: 1:1250
OS Sheet: SJ4139



PLAN 4



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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



Planning Permission.

'Residents Communal Outdoor Space' means such areas on Plot A being areas of hard and soft landscaping and planting intended for common use on the Development as shown on Plan 2.

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

"Reserved Matters Approval" the reserved matters approval in respect of the Outline Planning Permission and allocated reference number P/2016/0858.

"Security" A legal charge of Plot A and other property dated 9th December 2016 made between (1) the Owner and (2) the Mortgagee and registered under title number CYM700158

" Site" means the area of land subject to the Outline Planning Permission as shown edged red on Plan 4.

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, 14 and 15 (commencement of development, legal costs, jurisdiction and delivery and 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 itself and its successors in title to Plot A to:

5.1 .1 comply with the obligations relating to the Communal Facilities Area as set out in the Second Schedule to this Deed.

5.1.2 comply with the obligations relating to the Education Contribution as set out in the Third Schedule to this Deed.

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.

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 Plot A 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 Plot A 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 Plot A in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) before or after the date of this Deed.

8 MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that Plot A shall be bound by the obligations contained in this Deed and that the Security shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of Plot A in

which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

9 **WAIVER**

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

10 **CHANGE IN OWNERSHIP**

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in Plot A 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 Plot A or unit of occupation purchased by reference to a plan

11 **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.

12 **INTEREST**

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

13 **VAT**

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

14 **JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales

15 **DELIVERY**

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

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

FIRST SCHEDULE

Description of Plot A

All that parcel of land adjoining The Lodge Tudor Drive Llanerch Panna Penley Wrexham LL13 OLR and which falls in part within Land Registry Title Number CYM700158 in the name of the Owner as shown edged in red on Plan 1.

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 Plot A 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 8th November 20[17] made between Wrexham County Borough Council (1) and Almar Construction Limited (2) and Together Commercial Finance Limited (3) 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 8th November 20[17] made between Wrexham County Borough Council (1) and Almar Construction Limited (2) and Together Commercial Finance Limited (3) 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 Deed.
- 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 Deed.
- 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 end 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 Plot A 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 Deed.

THIRD SCHEDULE

Owner's Covenants —

Education Contribution

1. Prior to first Occupation of the Development the Owner shall pay the Education 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
2. For the avoidance of doubt, the Owner shall not pay the Educational Contribution to the Council if the Educational Contribution has already been received by the Council pursuant to the deed of agreement under section 106 of the Act dated 15th January 2016 made between Wrexham County Borough Council (1) and Simon David Randall and Alison Jane Randall (2), in respect of the Site pursuant to the Reserved Matters Approval and/or any other reserved matters approval granted pursuant to the Outline Planning Permission.

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

Poole Alcock of The Dowery 22 Barker Street Nantwich Cheshire CW5 5TE 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

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 STEPHEN OULTON ALMAR CONSTRUCTION LTD	Code Number	MAE P/2017/0079
Agent	GREENSPACE ARCHITECTS LTD MR JAMES BENNETT THE OLD TOWN HALL THE SQUARE ELLESMERE SY12 0EP	Date Received	27/01/2017
		Decision Date	

Town and Country Planning Act, 1990

Location of application

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

Description of application

ERECTION OF 5 NO. DWELLINGS AND ASSOCIATED ACCESS WORKS

**Submission of Reserved Matters pursuant to Outline Planning
Permission Code No. Granted on 14/07/2017 and in accordance with the
conditions attached to that permission**

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
GDP1	Development objectives
H2	Residential development within settlements
PS2	Development and the environment
T8	Parking
T9	Walking, cycling and horse riding routes

Revision	Date	Description of Decision
0		Planning permission issued

Particulars of decision APPROVAL of reserved matters

Subject to the following:-

Applicant	MR STEPHEN OULTON ALMAR CONSTRUCTION LTD	Code Number	MAE P/2017/0079
Agent	GREENSPACE ARCHITECTS LTD MR JAMES BENNETT THE OLD TOWN HALL THE SQUARE ELLESMERE SY12 0EP	Date Received	27/01/2017
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Condition(s)

1. The development hereby permitted shall be commenced before the expiry of five years from the date of this permission.
2. The development shall only be carried out in strict accordance with the details shown on the approved drawing(s) numbered A22101 Rev J, A22100 Rev P, A4100 Rev A, A3300 Rev A, A5301 Rev A, A5100 Rev A, A5300 Rev A, A6301 Rev B, A6100, Rev A, A6300 Rev A, A7100 Rev C, A7300 Rev C, A7300A Rev C, Materials Study dated January 2017 Rev B, Tree Bat Roost Survey SE0715-02_02_J_REVD_DH Dated 1 August 2017 and contained within the application documentation.
3. No facing or roofing materials shall be used other than those detailed on the application form and within the approved application documentation.
4. The landscaping and boundary treatment scheme approved as part of this application shall be fully implemented in strict accordance with approved drawing no. A22101 Rev J within three months of the first use of the development with the exception of soft landscaping which shall be carried out in the first planting season (November to March) or seeding season (April to September) following the first use.
5. The landscaping scheme as carried out in connection with condition no. 4 shall be permanently retained. Any planting becoming severely damaged or seriously diseased, or is in poor physiological condition and/or are removed without the written permission of the Local Planning Authority shall be replaced with trees or shrubs of similar size and species to those originally required to be planted and within a timescale all to be submitted to and approved in writing by the Local Planning Authority.
6. The vehicular access and parking areas as shown on approved drawing no. A22100 Rev P shall be fully laid out, surfaced and drained prior to first use of the development. These areas shall thereafter be permanently retained and kept free of any obstruction, and made available solely for the parking and turning of motor vehicles at all times.
7. 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 unless the prior written approval of the Local Planning Authority has been obtained.
8. The development shall be carried out in strict accordance with the following plans and report submitted and approved as part of this application:

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1) Tree Protection Plan ref no. PC17/191/TPP;

2) Arboricultural Method Statement ref no. OOTC/PC17/191/MS dated 18 August 2017.

No development or other operations shall take place except in strict accordance with the report as approved.

9. No part of the development shall commence until full details for the arboricultural supervision of tree protection measures and any ground works within retained tree(s) Root Protection Areas, as specified by BS5837:2012 or as shown on a Tree Protection Plan have been submitted to and approved in writing by the Local Planning Authority. The supervisory works shall be carried out in strict accordance with the details as approved.

10. With the exception of the hedgerow removal required to form the vehicular access, the existing trees, shrubs and hedges shown on drawing no. A22101 Rev J shall be permanently retained and 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 all within a timescale to be approved in writing by the Local Planning Authority.

11. The newt mitigation area as shown on approved drawing no. 13-38 A100 A22101 Rev J shall be permanently retained and managed in strict accordance with the management plan provided by Solum Environmental, referenced: SE0715-02_1_J_REVB_DH and dated 1 August 2017 approved as part of this application.

12. 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.

13. No part of the development shall commence until a scheme for the comprehensive and integrated drainage of the site indicating provision for foul water, surface water and land drainage has been submitted to and approved in writing by the Local Planning Authority. Prior to the submission of those details, an assessment shall be carried out into the potential for disposing of surface water by means of Sustainable urban Drainage Systems (SuDS) in accordance with the principles of sustainable drainage systems set out in Technical Advice Note 15: Development and Flood Risk, and the results of the assessment shall be submitted in writing to the Local Planning Authority.

Where a SuDS scheme is to be implemented, the submitted details shall:

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

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the measures taken to prevent pollution of receiving ground water and/or surface waters;

ii) Specify the responsibilities of each party for the implementation of the SuDS scheme, together with a timetable for that implementation; and,
iii) Provide a timescale for implementation, management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public authority or statutory undertaker and any other arrangements to secure the operation of the scheme throughout its lifetime.

14. No part of the development shall be occupied until the sustainable drainage scheme for the site has been completed in accordance with condition no. 13. The sustainable drainage scheme shall be managed and maintained thereafter in strict accordance with the agreed management and maintenance plan.

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

16. No private surface water run off shall be permitted to flow from the development site onto the adjoining highway. An Aco drain or similar shall be provided across the approved access to intercept any such run off prior to first use of the development.

17. Prior to first use of the development hereby approved the vehicular access shall provide visibility splays of 2.4 metres x 25 metres to the West measured to the nearside edge of the adjoining highway, and 2.4 metres x 33 metres to the East measured to the centreline of the adjoining highway. Within these splays there shall be no obstruction in excess of 1 metre in height above the level of the adjoining highway. The splays shall thereafter be permanently retained clear of any such obstruction to visibility.

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

19. The vehicular access(es) hereby approved shall take the form of a dropped vehicular crossing.

20. Within 3 months of the commencement of development, a scheme of replacement native species hedgerow planting to be located behind the access visibility splays shall be submitted to and approved in writing by the Local planning authority. The hedge planting shall be carried out in strict accordance with the details are approved within the first available planting season (October to February) following the first use of the development.

21. Within 3 months of the commencement of development, a scheme of understorey species, woodland ground cover planting for the buffer zone

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between the woodland and the residential curtilage of Plot no.7 shall be submitted to and approved in writing by the Local planning authority. The planting shall be carried out in strict accordance with the details are approved within the first available planting season (October to February) following the first use of the development and shall thereafter be permanently retained. Any planting becoming severely damaged or seriously diseased, or is in poor physiological condition and/or are removed without the written permission of the Local Planning Authority shall be replaced with trees or shrubs of similar size and species to those originally required to be planted and within a timescale all to be submitted to and approved in writing by the Local Planning Authority.

Reason(s)

1. To comply with Section 91(3) of the Town and Country Planning Act, 1990.
2. To define the scope of the planning permission.
3. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
4. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
5. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
6. To provide for the parking of vehicles clear of the highway.
7. To protect the amenities of the occupiers of nearby properties.
8. To protect trees which are of significant amenity value to the area.
9. To ensure the work is carried out to accepted arboricultural practices for the long term wellbeing of the tree(s).
10. To ensure the amenity afforded by the trees and hedges are 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.
11. In order to protect wildlife interests, which are afforded special protection.
12. To protect the integrity of the public sewerage system and prevent hydraulic overloading of the public sewerage system. To protect the health

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and safety of existing residents and to ensure no detriment to the environment.

13. To ensure satisfactory drainage of the site and to avoid flooding.
14. To ensure satisfactory drainage of the site and to avoid flooding.
15. 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.
16. In the interests of highway safety.
17. To ensure that adequate visibility is provided at the proposed point of access to the highway.
18. To ensure the formation of a safe and satisfactory access.
19. In the interests of highway safety.
20. To protect named species / habitats / biodiversity which would otherwise be damaged / lost by the development hereby permitted and in the interests of visual and residential amenity.
21. To protect the woodland edge

Note(s) to applicant

The applicant is advised that compliance with condition no. 8 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

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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 Environment and Planning 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.

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.

The scheme of arboricultural supervision required in connection with condition no. 8 above shall make provision for a pre-commencement site meeting between the Local Planning Authority's Arboriculturist, the Developer/ Applicant/ Agent and their appointed Arboricultural Supervisor to agree matters of detail. It shall specify the frequency of arboricultural monitoring and reporting to the Local Planning Authority on the status of all tree protection measures throughout the course of the development and make provision for the submission and approval of a satisfactory arboricultural completion statement

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

Refer to Statement of Applicant's Rights and General Information on our planning web site at:-

http://www.wrexham.gov.uk/english/planning_portal/publications/info_sheets.htm

DRAFT

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: -



.....
Head of Corporate & Customer Services

EXECUTED as a DEED by

ALMAR CONSTRUCTION LIMITED

Acting by Stephen Robert Oulton, a director

In the presence of:

Witness

Sign *E-L. Granville*

Name *EMILY GRANVILLE*

Address

Occupation *secretary*

POOLE ALCOCK LLP
The Dowry
22 Barker Street
Nantwich
Cheshire CW5 5TE

EXECUTED as a DEED by

TOGETHER COMMERCIAL FINANCE LIMITED

Acting by [.....], a director

In the presence of:

Witness

Sign

Name

Address

Occupation

Marc Goldberg
CRAIG GILES
Lakeview, Lakeside, Cheadle SK8 3AW
Legal Assistant