

IN WITNESS WHEREOF the parties have executed this Deed as a deed and the Council the Owner the Developer and the Mortgagee have caused their respective Common Seals to be hereunto affixed the day and year first before written.

FIRST SCHEDULE

("the Land")

One and a half hectares of land adjacent to Wynnstay Hall Ruabon Wrexham being part of the parcels of land registered with title number WA 811555 and shown edged red on the Plan together with the land coloured red and the land coloured brown on the Plan.

SECOND SCHEDULE

("the Development")

The recreation/re-introduction of original kitchen garden, link garden and associated garden structures and erection of 8 No. dwellinghouses

THIRD SCHEDULE

("the Obligations")

The Owner, the Management Company and the Developer covenant jointly and severally to the extent of their respective interests in the Land and their rights appurtenant thereto:-

- (a) To develop the Land in strict accordance with the Planning Permission and its conditions and to put in repair landscape lay out plant replant and maintain the Walled Garden in accordance with a scheme ("the Scheme") to be submitted to and approved by the Council.
- (b) The Scheme shall include provision for:-

- 1) the heated or semi-circular wall on the northern boundary of the Walled Garden to be put in good and substantial repair using good quality materials wherever possible matching the original brick and other materials and its maintenance thereafter
 - 2) the reinstatement of the footpaths in locations as close as possible to their original locations (the approximate positions of which are shown tinted yellow on the Plan) using good quality materials which respect the historic fabric of the Walled Garden and adjacent buildings and their maintenance thereafter
 - 3) the landscaping and turfing and grassing of the remainder of the Walled Garden using good quality materials and for the retention and treatment of the existing fruit trees and for its and their maintenance management and replacement thereafter.
- (c) From the date of issue by the Council of a certificate ("the Completion Certificate") under the hand of the Chief Planning Officer to the effect that the Council is reasonably satisfied that the Walled Garden has been put in repair landscaped laid out planted replanted and maintained in accordance with the scheme submitted to and approved by the Council (the issue of the Completion Certificate not to be unreasonably withheld or delayed) to maintain the Walled Garden to the reasonable satisfaction of the Council and to its condition at the date of issue of the Completion Certificate.
- (d) To complete the repair landscaping laying out and planting of the Walled Garden in accordance with the Scheme before the last of the dwellings to which the Planning Permission relates is occupied and not to occupy more than seven of the dwellings to which the Planning Permission relates before the Completion Certificate is issued.
- (e) To allow each and every member of the public who shall wish to visit the Walled Garden free and uninterrupted access to the Walled Garden and every part thereof between the hours of 9.00 am and 6.00 pm on the last Sunday in every month from April to September inclusive in every year provided that

access may be denied to any member of the public who creates a nuisance or causes damage.

- (f) To allow each and every member of the public who shall wish to visit the Walled Garden as aforesaid to exercise the Right of Way and to go pass and re-pass on foot or with horses or vehicles laden or unladen over and along the driveway shown coloured brown on the Plan and on foot only over and along the footpaths shown tinted yellow on the Plan freely and without impediment during the hours and on the days aforesaid provided that this right may be denied to any member of the public who creates a nuisance or causes damage.

For the avoidance of doubt the Owner the Management Company and the Developer grant the right of access granted by this paragraph (f) of this Third Schedule over the drive and roadway shown coloured brown within title number WA811555 and by way of authorisation of members of the public to use the drive and roadway cross-hatched brown outside of title number WA811555 being invitees and licensees within the terms of the rights granted in the Conveyance.

- (g) To allow members of the public to park vehicles in the car park area shown coloured red on the Plan and to keep the said parking area free for such use and clear of obstruction during the hours and on the days aforesaid.
- (h) To publicise the right of the public to visit the Walled Garden in accordance with the provisions of this Agreement by notice permanently displayed at the entrance to the Walled Garden and on at least two notice boards in Ruabon during the months of March to September inclusive such notices to be legible and easily read by members of the public unless the Council agree in writing to another method of publicity in which case to publicise the said right as so agreed in writing.

FOURTH SCHEDULE

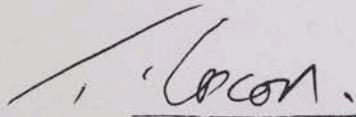
1. Approval of the following details shall be obtained from the local planning authority before any part of the development is commenced:-

- a). the siting of the buildings
 - b). the design of the buildings
 - c). the external appearance of the buildings
 - d). the means of access to the site and buildings
 - e). 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 thereby approved.
 3. The development hereby permitted shall be begun before the expiry of five years from the date of this permission or two years from the date of approval of the last of the reserved matters required to be approved, which is the later.
 4. The gardens shall be fully restored in accordance with a detailed scheme to be approved in writing by the local planning authority prior to the first occupation of any of the dwellings hereby permitted.
 5. No fruit trees within the kitchen garden shall be lopped, topped, felled or uprooted without the prior written permission of the local planning authority nor shall any trees be wilfully damaged.
 6. A full arboricultural survey of the fruit trees shall be submitted to the local planning authority as part of the reserved matters application.
 7. This permission restricts the number of dwellings on the site to no more than eight (8).
 8. No development shall take place until the applicants or their agents or successors in title have secured the implementation of a programme of work to record archaeological interest in accordance with a written scheme of

investigation which has been submitted by the applicants and approved in writing by the local planning authority.

9. All existing buildings and structures associated with the previous educational use within the application site shall be demolished and materials removed from site, prior to the commencement of development.

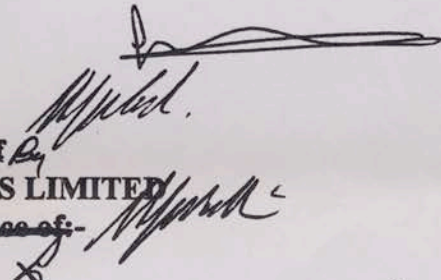
This Agreement was executed
as a Deed and the Common Seal of
WREXHAM COUNTY BOROUGH COUNCIL
was hereunto affixed in the presence of:-

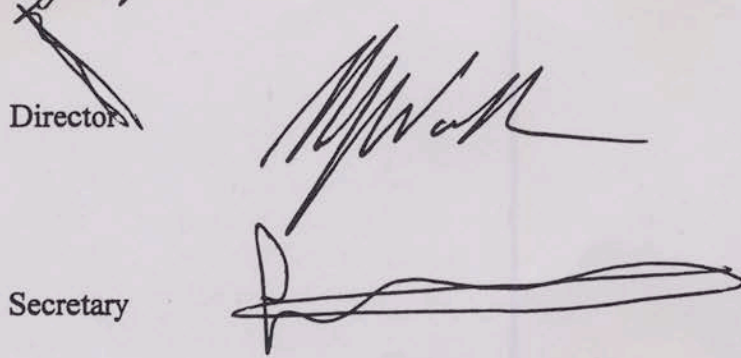

Chief Legal and Administration Officer



This Agreement was executed
as a Deed and the Common Seal of ~~Regal Play Developments Limited~~
~~was hereunto affixed in the presence of:-~~

Acting By


Director


Secretary