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

relating to Land at Wrexham Road, Rhostyllen, Wrexham, LL14 4DH

Dated : 4 March 2026

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

S G ESTATES LTD (2)

THE NATIONAL TRUST FOR PLACES OF HISTORICAL INTEREST OR NATURAL BEAUTY (3)

Linda Roberts Chief Officer Governance and Customer

Guildhall

Wrexham

LL11 1AY

Ref: LH/4757964

DATE 4 March 2026

PARTIES

(1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY ("Council")

(2) **S G ESTATES LTD** (registered Co. No. 05145645) of The Croft House, Old Wrexham Road, Gresford, Wrexham LL12 8UA ("the Owner")

(3) **THE NATIONAL TRUST FOR PLACES OF HISTORIC INTEREST OR NATURAL BEAUTY** (registered charity number: 205846) of National Trust, Heelis, Kemble Drive, Swindon, SN2 2NA ("the Additional Owner" and "Chargee")

INTRODUCTION

(1) The Council is the local planning authority for the purposes of this Deed and the Town & Country Planning Act 1990 (as amended) for the area within which the property described in the First Schedule hereto is situate and is the local planning authority by whom a planning obligation is enforceable.

(2) The Owner is the registered proprietor of part of the Site hatched green on Plan 1 and is entitled to be the registered proprietor of part of the Site hatched blue on Plan 1 pursuant to a transfer dated 2 September 2025 between The National Trust for Places of Historic Interest or Natural Beauty (1) and S G Estates Ltd (2).

(3) The Additional Owner is the registered proprietor of part of the Site coloured yellow on Plan 1.

(4) The Owner intends to acquire that part of the Site belonging to the Additional Owner in the future, and the Additional Owner enters into this Agreement as additional landowner for the purpose of enabling the Development and ensuring all obligations bind the entirety of the Site.

(5) The Chargee is the registered proprietor of a charge dated 9 August 2025 on part of the Site hatched green on Plan 1 and enters this Agreement to consent to its terms.

(6) The Owner has submitted the Application to the Council and the parties have agreed to enter into this deed in order to secure the planning obligations contained in this Deed.

(7) The Council resolved to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Act"	means the Town and Country Planning Act 1990
"Affordable Housing"	means housing for sale or rent, for those whose needs are not met by the market which complies with one or more of the definitions of affordable housing contained at Annex 2 of the National Planning Policy Framework (as in force at the date of this Deed)
"Affordable Housing Unit"	means a Dwelling to be provided as Affordable Housing constructed as part of the Development
"Application"	means the application for full planning permission dated 29/03/2023 submitted to the Council for the Development and allocated reference number P/2024/1386
"Commencement of Development"	means 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, earth works, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" or "Commenced Development" shall be construed accordingly
"Commencement of Development	the carrying out of a Material Operation within a

of a Dwelling Phase"	Dwelling Phase notwithstanding that the Planning Permission may have been implemented
"Contributions"	means the Primary Education Contribution and the Secondary Education Contribution
"Development"	means the development of the Site as set out in the Application
"Dwellings"	means the residential units (including houses, flats or maisonettes) permitted as part of the Development which shall include for the avoidance of doubt Market Housing Units and Affordable Housing Units
"Dwelling Phase":	any Phase of the Development that comprises a Dwelling
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics
"Interest"	interest at 4 per cent above the base lending rate of the Barclays Bank Plc from time to time
"Material Operation"	means the carrying out of a material operation on the Site for the purposes of Section 56 of the Act
"Market Housing Unit"	means a Dwelling that is not an Affordable Housing Unit
"Occupation"	the physical use of land or buildings permitted by the Planning Permission but not including occupation by personnel engaged in construction or fitting out, or occupation for marketing and display, or occupation in relation to security operations and **Occupy**, **Occupied** and **Occupier** shall be construed accordingly.
"Plan 1"	means the plan exhibited in the First Schedule
"Plan 2"	means the plan exhibited in the Sixth Schedule
"Planning Permission"	means the draft full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Fifth Schedule.

"POS Scheme"	means the scheme relating to the implementation and management of the Public Open Space submitted to and approved in writing by the Council pursuant to the Application and Planning Permission
"POS Transfer"	means a transfer of the Public Open Space to a Residents Management Company
"Public Open Space"	means the areas of public open space trees hard and soft landscaping planted features driveways parking areas on the Development in accordance with the Planning Permission and shown coloured green on Plan 2 at the Sixth Schedule
"Primary Education Contribution"	means the sum to be paid by the Owner to the Council in accordance with the provisions of the Second Schedule of this deed
"Residents Management Company"	means a registered company limited by guarantee that has been formed for the purposes of maintaining the Public Open Space and for complying with and carrying out the requirements of the POS Scheme
"Secondary Education Contribution"	means the sum to be paid by the Owner to the Council in accordance with the provisions of the Second Schedule of this deed
"Site"	means the property depicted by Plan 1 and described in the First Schedule

2 CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

2.5 Any reference to an act of parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.

3 LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.

4 CONDITIONALITY

This Deed is conditional upon:

(i) the grant of the Planning Permission; and

(ii) the Commencement of Development;

save for the provisions of Clauses 5.1, 7.1, 13 and 14 (commencement of development, legal costs, jurisdiction and delivery) fees and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

Owner Covenants

5.1 The Owner shall serve on the Council a notice of Commencement of Development not less than two days before Commencement of Development.

5.2 The Owner covenants with the Council as set out in Schedules two and three of this Deed.

6 THE COUNCIL'S COVENANTS

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

7 MISCELLANEOUS

7.1 The Owner shall pay the Council on completion of this deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £1,500.00.

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

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

7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval

or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by Council's Chief Officer – Planning and Economy 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 or an event under Clause 7.7 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 and Additional Owner) is modified by any statutory procedure;

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

7.7.3 the Site is developed under a new planning permission (other than one issued under Section 73 of the Act for variation or discharge of a condition of the Planning Permission) granted after the Planning Permission by the Council or any other competent authority and there has been no Commencement of Development.

7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

7.9 This Deed shall not be enforceable against owner-occupiers or tenants or lessees of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them or their mortgagee or chargee.

7.10 The Chargee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by this Deed PROVIDED THAT the Chargee shall have no liability under this Deed unless it takes possession of the Site (or part thereof) and in which case it will also be bound by the covenants, restrictions and obligations in the Original Agreement as varied by this Deed.

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

8 WAIVER

No waiver (whether expressed or implied) by the Council or Owner or Additional 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 or Additional Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

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

10 INDEXATION

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

11 INTEREST

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

12 VAT

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

13 JURISDICTION

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

14 DELIVERY

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

15 SECTION 73 VARIATION

For the avoidance of doubt in the event that the Council shall at any time hereafter grant a planning permission pursuant to an application under section 73 of the Act in respect of conditions on the Planning Permission, save and in so far as this Deed has been amended by way of a deed of variation prior to the grant of such planning permission, references in this Deed to the Application and the Planning Permission shall be deemed to include any subsequent section 73 applications and planning permissions as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

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

FIRST SCHEDULE

DESCRIPTION OF THE SITE

Land at Wrexham Road, Rhostyllen, Wrexham, LL14 4DH being the land registered at HM Land Registry under title numbers CYM283465, CYM236675, CYM894111 and CYM914294 shown edged in red on Plan 1.

SECOND SCHEDULE

Owner's Covenants – Primary Education Contribution and Secondary Education Contribution

1. Prior to the first Occupation of the 45th Dwelling on the Development the Owner covenants with the Council to pay to the Council 33% of the Primary Education Contribution and 33% Secondary Education Contribution

2. Prior to the first Occupation of the 90th Dwelling on the Development the Owner covenants with the Council to pay to the Council an additional 33% of the Primary Education Contribution and 33% Secondary Education Contribution

3. Prior to the first Occupation of the 137th Dwelling on the Development the Owner covenants with the Council to pay the final 34% of the Primary Education Contribution and the final 34% of the Secondary Education Contribution towards the provision, improvement or extension of primary education facilities at Ysgol Rhostyllen provided for by the Planning Permission and towards the provision, improvement or extension of secondary education facilities at Ysgol Clywedog and St Joseph's Catholic & Anglican High School in accordance with the following formulas:

Primary Education Contribution: -

A = no of One bedroom apartments x 0 (There is no sum payable in respect of One bedroom apartments)

B = No of Two+ bedroom apartments x £858.00 eight hundred and fifty-eight

C = No of 2 bedroom Dwellings x £1471.00 One thousand four hundred and seventy one pounds

D = No of 3 bedroom Dwellings x £2819.00 Two thousand eight hundred and nineteen pounds

E = No of 4+ bedroom Dwellings x £3800.00 Three thousand eight hundred pounds

Total Primary Education Contribution = the total of A and B and C and D and E

Secondary Education Contribution: -

1 = no of One bedroom apartments x 0 (There is no sum payable in respect of one bedroom apartments)

2 = No of Two+ bedroom apartments x £739.00 seven hundred and thirty nine pounds

3 = No of 2 bedroom Dwellings x £1293.00 One thousand two hundred and ninety three pounds

4 = No of 3 bedroom Dwellings x £3694.00 Three thousand six hundred and ninety four pounds

5 = No of 4+ bedroom Dwellings x £5725.00 Five thousand seven hundred and twenty five pounds

Total Secondary Education Contribution = the total of 1 and 2 and 3 and 4 and 5

4. For the avoidance of doubt it is acknowledged that the obligation to pay the Primary Education Contribution and Secondary Education Contribution are not conditional upon receiving any demand, request, invoice, or other communication from the Council

5. In the event that the Primary Education Contribution and Secondary Education Contribution are paid later than 12 (twelve) months from the Commencement of Development it shall be increased by the same percentage as the percentage increase in the all items figure of the Index of Retail Prices published two months before the date of payment when compared with the all items figure at the said Index in existence at the date of this Deed until the date of actual payment

THIRD SCHEDULE

Owner's covenants – Residents Management Company and Public Open Space

1 Not to carry out any Material Operation on the Site until:-

1.1 the Residents Management Company has been incorporated and

1.2 a copy of the proposed articles of association of the Residents Management Company has been submitted to and approved in writing by the Council

2. 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 or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by [management company name, management company registration number, management company registered address] or their conveyancer that the provisions of clauses 8.2.4 and 8.2.5 of a transfer dated [ ] and made between SG Estates Ltd and [management company name, management company registration number, management company registered address] and [name of individual buyer] have been complied with"

3. 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 Site shall equal 100%) of the outgoings of the Residents Management Company incurred in complying with the relevant obligations of this Schedule

4. To observe and perform the provisions of the POS Scheme and monitor and review it at least every 5 years and to obtain the approval of the Council to any amendments thereto so as to ensure that they remain appropriate and relevant over time

2 To provide in the POS 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 Third Schedule of an Agreement dated [4 March 2026] made between Wrexham

County Borough Council (1) S G Estates Limited (2) and The National Trust For Places Of Historical Interest Or Natural Beauty (3) AND to observe and perform the requirements of the POS Scheme referred to therein".

3 Not to allow more than 75% of the Dwellings to be occupied until the POS Transfer has been completed and a certified copy of the POS Transfer and the enabling Residents Management Company's Board Minute and Resolution has been submitted to the Council in evidence thereof

4 To plant lay out and construct, and provide play equipment on, the Public Open Space in accordance with the POS Scheme the Planning Permission and this Agreement

8. To comply with the POS Scheme and to maintain and manage in perpetuity the Public Open Space and any play equipment erected thereon in accordance with the POS Scheme the Planning Permission and this Agreement

9. 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 and as a play area nor cause permit or allow any structures other than play equipment in accordance with the Planning Permission or other obstructions whatsoever to be erected within the Public Open Space or deposit any waste or alter ground levels or light fires within the Public Open Space

FOURTH SCHEDULE

Council's Covenants – Discharge of obligations

1. The Council covenants with the Owner to use the Primary Education Contribution and the Secondary Education 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 that it will repay the Owner such amount of any of the Contributions made by the Owner to the Council under this Deed which have not been expended in accordance with the provisions of this Deed within ten 10 years for the Primary Education Contribution and Secondary Education contribution and the ten 10 years shall commence 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.

FIFTH SCHEDULE

Draft Planning Permission

In pursuance of its powers under the Acts an 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

wrexham
COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL
wrecsam

Applicant Mr Daniel Andrews

Reference P/2024/1386

Decision Date

Town and Country Planning Act, 1990

Location of Application

LAND AT, WREXHAM ROAD, RHOSTYLLEN, WREXHAM, LL14 4DH

Description of Application

CODI 137 O ANHEDDAU AR DIR A GYMERADWYWYD YN FLAENOROL O DAN GANIATÂD CYNLLUNIO P/2007/0686

ERECTION OF 137 DWELLINGS ON LAND PREVIOUSLY APPROVED UNDER PLANNING CONSENT P/2007/0686

In reaching this decision the Council has had regard to the following relevant policies: -

Development Plan Policies:

CLF 5 - Open Space Requirements from new Residential Developments
EC 4 - Hedgerows, Trees and Woodland
EC6 - Biodiversity Conservation
GDP 2 - Capacity of Infrastructure and Community Facilities
H7 - Affordable Housing
PS1 - Broad Location of Development
PS 11 - Biodiversity
PS2 - Broad Location of Development
PS 3 - Broad Location of Development
T8 - Parking

Revision	Date	Description of Decision
0		Planning permission issued

Particulars of decision : GRANTED subject to the following:-

Condition(s)

DRAFT

In pursuance of its powers under the Acts an 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

wrexham
COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL
wrecsam

Applicant Mr Daniel Andrews

Reference P/2024/1386

Decision Date

1. The development hereby permitted shall be commenced before the expiry of five years from the date of this permission.

DRAFT

In pursuance of its powers under the Acts an 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

wrexham
COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL
wrecsam

Applicant Mr Daniel Andrews

Reference P/2024/1386

Decision Date

2. The development shall only be carried out in strict accordance with the details shown on the following plan(s) and document(s):
   - Proposed Site Layout Phases 2B-4 (Drawing no. WR2-SAL-A1-ZZ-DR-A-0607 Revision P10) (14/08/25);
   - Armitage Plans & Elevations 1138.9 SQ.FT (Drawing no. SGH-SAL-A2-ZZ-DR-A-0101 Revision P1) (14/08/25);
   - Alvanley 1 Plans & Elevations 1812 SQ.FT (Drawing no. SGH-SAL-A3-ZZ-DR-A-0101 Revision P1) (14/08/25);
   - Bodfari 1 Plans & Elevations 953.7 SQ.FT (Drawing no. SGH-SAL-B1-ZZ-DR-A-0101 Revision P1) (14/08/25);
   - Berwyn Plans & Elevations 939.70 SQ.FT (Drawing no. SGH-SAL-B2-ZZ-DR-A-0101 Revision P1) (14/08/25);
   - Bodfari 2 Plans & Elevations 953.7 SQ.FT (Drawing no. SGH-SAL-B4-ZZ-DR-A-0101 Revision P1) (14/08/25);
   - Conway Planning 1671.6 SQ.FT (Drawing no. SGH-SAL-C2-DR-A-0101 Revision P1) (14/08/25);
   - Corwen Plans & Elevations 1047.30 SQ.FT (Drawing no. SGH-SAL-C3-ZZ-DR-A-0101 Revision P1) (14/08/25);
   - Derwen Plans & Elevations 1399.3 SQ.FT (Drawing no. VRR-SAL-D1-ZZ-DR-A-0101 Revision P1 (14/08/25);
   - Deganwy Plans & Elevations 919.70 SQ.FT (Drawing no. SGH-SAL-DR-ZZ-DR-A-0101 Revision P1 (14/08/25);
   - Flat Plans & Elevations 1031.0 SQ.FT (Drawing no. SGH-SAL-F1-ZZ-DR-A-0101 Revision P1 (14/08/25);
   - Gresford Plans & Elevations 1485 SQ.FT (Drawing no. SGH-SAL-G1-ZZ-DR-A-0101 Revision P1 (14/08/25);
   - Gresford 2 Plans & Elevations 1485 SQ.FT (Drawing no. SGH-SAL-G2-ZZ-DR-A-0101 Revision P1 (14/08/25);
   - Henllan Plans & Elevations 711.10 SQ.FT (Drawing no. SGH-SAL-H1-ZZ-DR-A-0101 Revision P1 (14/08/25);
   - Henllan 2 Plans & Elevations 760.90 SQ.FT (Drawing no. SGH-SAL-H1-ZZ-DR-A-0101 Revision P1 (14/08/25);
   - Kimmel Plans & Elevations 768.SQ.FT (Drawing no. SGH-SAL-K1-ZZ-DR-A-0101 Revision P1 (14/08/25);
   - Llanferres Plans & Elevations 1248.6 SQ.FT (Drawing no. SGH-SAL-L1-ZZ-DR-A-0101 Revision P1 (14/08/25);
   - Richmond 1 Plans & Elevations 1317.7 SQ.FT (Drawing no. SGH-SAL-R1-ZZ-DR-A-0101 Revision P1 (14/08/25);
   - Richmond 2 Plans & Elevations 1433 SQ.FT (Drawing no. SGH-SAL-R2-ZZ-DR-A-0101 Revision P1 (14/08/25);

In pursuance of its powers under the Acts an 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

wrexham
COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL
wrecsam

Applicant Mr Daniel Andrews

Reference P/2024/1386

Decision Date

- Tenby Plans & Elevations1049/8 SQ.FT (Drawing no. SGH-SAL-T1-ZZ-DR-A-0101 Revision P2 (14.08.25);
- Estate Car Swept Path Analysis (Drawing no. 24028/113/4 Rev A) (30/05/25);
- Swept Path Analysis DCWW Tanker (Drawing no. 24028/113/3 Rev A) (30/05/25);
- CCBC Refuse Vehicle Swept Path Analysis (Drawing no. 24028/113/5 Rev A (30/05/25);
- 7.5T Panel Van Swept Path Analysis DRG 1 (Drawing no. 24028/113/1 Rev A (30/05/25);
- 7.5T Panel Van Swept Path Analysis DRG 2 (Drawing no. 24028/113/2 Rev A (30/05/25);
- Drainage Strategy (30/08/24);
- Design & Access Statement (30/08/24);
- Phase 2B-4 Location Plan (Drawing no. WR2-SAL-A1-ZZ-DR-A-0617 Revision P1 (30/08/24);
- Proposed Residential Housing Development, Manor Farm, Rhostyllen, Wrexham – Preliminary Ecological Appraisal (received 20/09/24); and
- Proposed Phase Layout Phases 2B-4 (Drawing no. WR2-SAL-A1-ZZ-DR-A-0607 Revision P9) (14/08/25).

3. The development shall be carried out in accordance with the measures set out in paragraph 5.1.2 of Section 5 Summary Conclusions of the Marches Ecology Preliminary Ecological Appraisal dated July 2019

4. No development shall take place until a Dust Management Scheme has been submitted to, and approved in writing by, the Local Planning Authority. The approved Dust Management Scheme shall be implemented for the entire duration of the construction phase.

5. No development shall commence, including any works of demolition, until a Construction Traffic Management Plan has been submitted to, and approved in writing by, the Local Planning Authority. The approved statement shall be adhered to throughout the construction period.

In pursuance of its powers under the Acts an 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

wrexham
COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL
wrecsam

Applicant Mr Daniel Andrews

Reference P/2024/1386

Decision Date

6. Prior to commencement of development, a scheme of off-site highway improvements shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include a timescale for implementation and details of the following works:
   - Puffing crossings on Wrexham Road;
   - Improvements to the Henblas Road junction with Wrexham Road;
   - Bus stop provision along Wrexham Road; and
   - A roundabout at the Eldon Grove junction with Wrexham Road.

   Off-site highway improvements shall be carried out accordance with the approved scheme and timescale.

7. No development shall take place until an Arboricultural Method Statement has been submitted to and approved in writing by the Local Planning Authority. No development or other operations shall take place except in strict accordance with Method Statement as is approved. The Method Statement shall include the following: 1) A specification for tree protection fencing and ground protection measures that comply with British Standard 5837:2012;
   2) A Tree Protection Plan showing the location of the trees to be removed and retained with their crown spreads, Root Protection Areas, Construction Exclusion Zones, and location of protective fencing and ground protection measures accurately plotted;
   3) A full specification for any access, driveway, path, underground services or wall foundations within retained tree Root Protection Areas or Construction Exclusion Zone , including any related sections and method for avoiding damage to retained trees;
   4) Details of general arboricultural matters including proposed practices with regards to cement mixing, material storage and fires;
   5) Details of the frequency of supervisory visits and procedures for notifying the findings of such visits to the Local Planning Authority;
   6) Method for protecting retained trees during demolition works;
   7) Details of all proposed tree works, including felling and pruning.

DRAFT

In pursuance of its powers under the Acts an 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

wrexham
COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL
wrecsam

Applicant Mr Daniel Andrews

Reference P/2024/1386

Decision Date

8. Plots 195-216 shall not be occupied until on-site bicycle parking facilities have been provided in accordance with a scheme that shall first have been submitted to and approved in writing by the Local Planning Authority. The bicycle parking facilities shall thereafter be permanently retained and kept free of any obstruction, and made available solely for the parking of bicycles.

9. Within 3 months of commencement of development a scheme of landscaping to include measures to deliver a net benefit to biodiversity, to include, but not be limited to, a scheme of hedgerow planting along the Wrexham Road site frontage, a timescale for implementation and a Landscape Management Plan, shall be submitted for the written approval of the Local Planning Authority. Landscaping and net benefit to biodiversity measures shall be implemented in accordance with the approved scheme and timescale and thereafter managed in accordance with the approved Landscape Management Plan.

10. Prior to their introduction to the development hereby permitted, samples of the materials to be used in the construction of the external surfaces of the development shall be submitted for the written approval of the Local Planning Authority. Development shall be carried out in accordance with the approved details.

11. Prior to the first occupation of each related dwelling, a bird and/or bat nesting box shall be installed on each dwelling in accordance with a scheme of bird and bat box provision that has first been submitted to and approved in writing by the Local Planning Authority. The bird and bat boxes shall thereafter be permanently retained.

12. Prior to first occupation of the dwellings hereby approved, a scheme to enable the provision of gigabit capable broadband infrastructure from the site boundary to the dwellings hereby permitted shall be implemented in accordance with details that shall have first been submitted to and approved in writing by the Local planning authority.

In pursuance of its powers under the Acts an 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

wrexham
COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL
wrecsam

Applicant Mr Daniel Andrews

Reference P/2024/1386

Decision Date

13. No dwelling shall be occupied until a Final Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall include measures to encourage occupiers of the development to walk, cycle and to use local facilities and public transport together with a scheme of annual monitoring reports. The Travel Plan shall be implemented as approved.

14. Prior to the first occupation of plots Nos. 91, 92, 93, 94, 109, 110, 111, 112, 113, 114, 152, 153, 154, 155, 181, 182, 183, 184, 185, 186, 194, 199, 200, 201, 202, 203, 204, 211 and 212, the noise mitigation measures for each plot detailed in Section 5: NOISE MITIGATION SCHEME and on figure 2 of the Hepworth Acoustics Noise Mitigation Scheme Version 1, dated 01.09.2025 shall be implemented in full. The measures shall thereafter be permanently retained.

15. No dwelling shall be first occupied until its associated car parking and turning area has been provided in accordance with the details shown on drawing No. WR2-SAL-A1-ZZ-DR-A-0607 Revision P10. These areas shall thereafter be permanently retained and kept free of any obstruction, and made available solely for the parking and turning of vehicles at all times.

16. Within 3 months of commencement of development a scheme for the provision of a children's equipped play area in the area described as Play Area 2 on drawing No. WR2-SAL-A1-ZZ-DR-A-0607 Revision P10 shall be submitted for the written approval of the Local Planning Authority. The scheme shall include, but not be limited to, details of the play equipment, the hard and soft landscaping of the play area and a timetable for the implementation of the scheme. The children's equipped play area shall thereafter be provided in accordance with the approved scheme and timetable.

In pursuance of its powers under the Acts an 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

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Decision Date

17. No dwelling hereby permitted shall be occupied until a scheme that provides for the following has been implemented in accordance with details that have first been submitted to and approved in writing by the Local Planning Authority:
a) the permanent closure of the Public Right of Way level crossing over the Shrewsbury to Chester Railway line; and
b) the provision of an alternative crossing point that does not cross the railway at grade.

Reason(s)

1. To comply with Section 91(3) of the Town and Country Planning Act, 1990.

2. To comply with Section 91(3) of the Town and Country Planning Act, 1990.

3. In order to protect wildlife interests in accordance with Policies GDP1 and EC6 of the Wrexham Unitary Development Plan.

4. To protect the amenities of the occupiers of nearby properties in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.

5. In the interests of highway safety in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.

6. In the interests of highway safety in accordance with Policy GDP1 of the UDP.

7. To preserve the health, safety and amenity value of the tree(s) in accordance with Policies GDP1, PS11, EC4, EC5 and EC6 of the Wrexham Unitary Development Plan.

8. To assist occupiers/users of the development to make sustainable transport choices in accordance with Policy GDP1 of the Wrexham Local Unitary Plan.

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In pursuance of its powers under the Acts an 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

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Reference P/2024/1386

Decision Date

9. In the interests of the visual amenity of the development and to GDP1, PS11, EC4, EC5 and EC6 of the Wrexham Unitary Development Plan.

10. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.

11. To ensure the development delivers net benefit to biodiversity in accordance with paragraph 6.4.5 of Planning Policy Wales 12.

12. To support the roll-out of digital communications infrastructure across Wales in accordance with Policy 13 of Future Wales.

13. To assist occupiers/users of the development to make sustainable transport choices in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.

14. In the interests of the amenities of the occupiers of the development in accordance with Policy GDP1 of the Wrexham Unitary Development Plan.

15. To provide for the parking and turning of vehicles clear of the highway and to ensure that reversing by vehicles into or from the highway is rendered unnecessary in the interest of traffic safety in accordance with Policies GDP1 and T8 of the Wrexham Unitary Development Plan.

16. In the interests of the amenities of the future occupiers of the development in accordance with policy CLF5 of the Wrexham Unitary Development Plan.

17. In the interests of pedestrian safety in accordance with policy GDP1 of the Wrexham Unitary Development Plan.

In pursuance of its powers under the Acts an 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

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Reference P/2024/1386

Decision Date

Note(s) to applicant

You must comply with your duties in section 71ZB (notification of initiation of development and display of notice: Wales) of the Town and Country Planning Act 1990. The duties in that section include the following:
* Notice of initiation of development
Before beginning any development to which this planning permission relates, notice must be given to the Local Planning Authority in the form set out in Schedule 5A to the Town and Country Planning (Development Management Procedure) (Wales) Order 2012 or in a form substantially to the like effect. The forms set out the details that must be given to the Local Planning Authority to comply with this duty.
* Display of notice
The person carrying out development to which this planning permission relates must display at or near the place where the development is being carried out, at all times when it is being carried out, a notice of this planning permission in the form set out in Schedule 5B of the Town and Country Planning (Development Management Procedure) (Wales) Order 2012 or in a form substantially to the like effect. The form sets out the details that the person carrying out development must display to comply with this duty.
The person carrying out development must ensure that the notice is:
a)Firmly affixed and displayed in a prominent place at or near the place where the development is being carried out;
b)Legible and easily visible to the public without having to enter the site; and
c)Printed on durable material. The person carrying out development should take reasonable steps to protect the notice (against it being removed, obscured or defaced) and, if need be, replace it.

Following the commencement of Schedule 3 of the Flood and Water Management Act, the works as proposed are required to obtain approval from the SuDS Approving Body (SAB) prior to commencement of those construction works. Further details of the SAB, the new national standards, the pre-application advice service and the application for approval process can be found on the Wrexham CBC's SAB webpage: https://www.wrexham.gov.uk/english/planning_portal/sab/sab.htm or by contacting the SAB Team directly at SAB@wrexham.gov.uk

In pursuance of its powers under the Acts an 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

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Decision Date

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

Lighting has the potential for classification as a statutory nuisance under the Environment Protection Act 1990. If lighting is found to be causing a nuisance than an Abatement Notice may be served, and the applicant is advised to consider this when designing the installation of any lighting.

The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to the Coal Authority on 0345 762 6848. Further information is also available on the Coal Authority website at: www.gov.uk/government/organisations/the-coal-authority

Ian Jones

Prif Swyddog Dros Dro Yr Economi a Chynllunio
Interim Chief Officer Economy and Planning

Refer to Statement of Applicant's Rights and General Information on our planning web site at:-
Planning and building control | Wrexham County Borough Council

DRAFT

SIXTH SCHEDULE

Plan 2

EXECUTED as a DEED by affixing

THE COMMON SEAL of

WREXHAM COUNTY BOROUGH COUNCIL in the presence of:-

78/126(D)

~~**Chief Officer Governance and Customer**~~

Head of Service, Legal Democratic & Registration

EXECUTED as a Deed by

S G ESTATES LTD acting by a

Director

In the presence of:

.....

Witness Name

DIANE L MELLOR

.....

Witness Address

8 MAES TOMOS, ERDDIG ROAD, WREXHAM LL13 7DT

.....

Witness Occupation

OFFICE MANAGER

.....

EXECUTED as a Deed by affixing the common seal

Of **The National Trust for Places of Historic Interest**

Or Natural Beauty

In the presence of:

Authorised signatory.....

Number in Sealing Register 30097.....

