
Dated

2026

GWENAN DONE (1)

AND

**GWENAN DONE, GEORGE ROBERT DONE, RICHARD WYN DONE AND
MICHAEL JOHN DONE (2)**

AND

LEGACY GREEN ENERGY LIMITED (3)

TO

WREXHAM COUNTY BOROUGH COUNCIL (4)

UNILATERAL UNDERTAKING

Pursuant to Section 106 of the Town & Country Planning Act 1990

in respect of Land north of Bronwylfa Road, Rhostyllen, Wrexham

THIS DEED is given on the day of **2026**

BY:-

- (1) **GWENAN DONE** of 1 Asney Cottage, Erbistock, Wrexham, LL13 0DS ("the First Owner"); and
- (2) **GWENAN DONE** of 1 Asney Cottage, Erbistock, Wrexham, LL13 0DS, **GEORGE ROBERT DONE** of 5 Beckfords, Upper Basildon, Reading, RG8 8PB, **RICHARD WYN DONE** of 1 Asney Cottage, Erbistock, Wrexham, LL13 0DS and **MICHAEL JOHN DONE** of Asney Park Farm, Erbistock, Wrexham, LL13 0DS ("the Second Owner"); and
- (3) **LEGACY GREEN ENERGY LIMITED** (Co. Regn. No. 13299031) of The Goods Shed, Jubilee Way, Faversham, Kent, ME13 8GD ("the Developer");

TO:-

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

RECITAL

- (A) The Council is the local housing authority and the Local Planning Authority for the purposes of Section 106 of the 1990 Act for the area within which the Development Land and Ecological Enhancements Land is situated.
- (B) The First Owner is the owner of the freehold interest in the Ecological Enhancements Land which registered at the Land Registry under title number WA800126 subject to an option agreement dated 14 March 2024 in favour of the Developer but otherwise free from encumbrances.
- (C) The Second Owner is the owner of the freehold interest in the Development Land which is registered at the Land Registry under title number CYM898038 subject to an option agreement dated 14 March 2024 in favour of the Developer but otherwise free from encumbrances.
- .
- (D) The Developer has submitted the Appeal to the Planning and Environment Decisions Wales on the basis of non-determination of the Planning Application.
- (E) The First Owner the Second Owner and the Developer have agreed to enter into this Deed in order to secure the provision of ecological enhancements in the event that Planning Permission is granted pursuant to the Appeal and to overcome any

objections of the Council or the Welsh Ministers to the Planning Permission being granted.

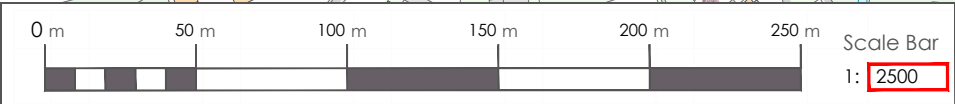
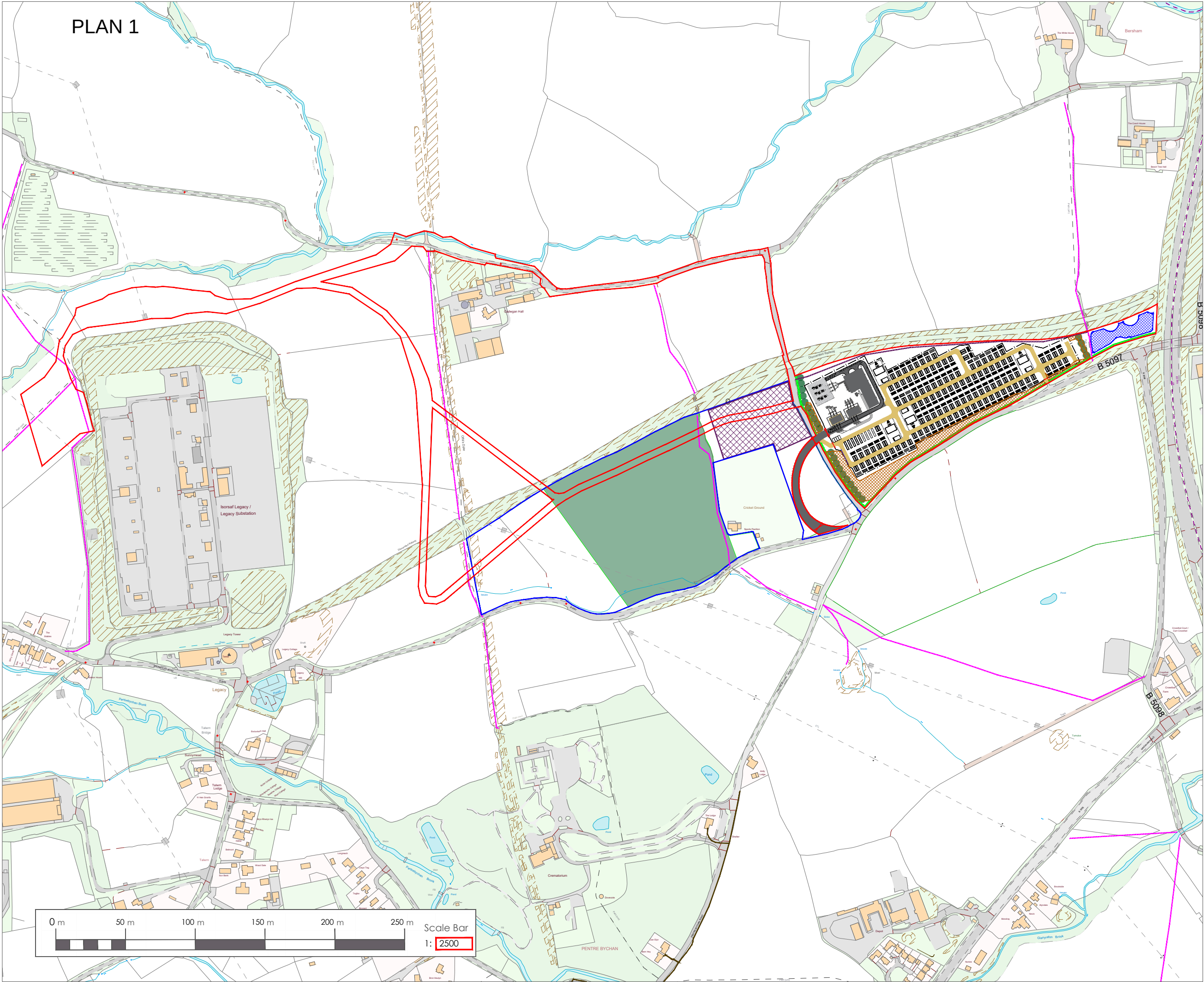
NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

In this document unless the contrary intention appears the following terms shall have the following meanings:

"1990 Act"	means the Town and Country Planning Act 1990 (as amended) including any statutory modification, re-enactment or replacement thereof
"Appeal"	means the appeal submitted by the Developer under reference CAS-04438-N8F4W9 to the Welsh Ministers in respect of the non-determination of the Planning Application by the Council
"Commencement of Development"	means the carrying out on the Development Land of any Material Operation
"Development"	means the development of the Development Land in accordance with the Planning Permission.
"Development Land"	means the land north of Bronwylfa Road, Rhostyllen, Wrexham at and shown edged red on Plan 1 for the purposes of identification only
"Ecological Enhancements"	means the enhancements to ecology to be delivered on the Ecological Enhancements Land in accordance with the drawing annexed hereto at Plan 2
"Ecological Enhancements Land"	means the land on which the Ecological Enhancements are to be delivered being the land identified on Plan 2 for the purposes of identification only
"Implementation Notice"	means the notice to be served in writing by the Owner upon the Council when Commencement of Development has occurred.
"LEMP"	means the landscape and ecological management plan which may or may not be required to be submitted to the Council for approval in respect of the Development pursuant to a condition of the Planning Permission
"Material Operation"	means a material operation as defined in Section 56 subsection 4 (a) to (e) of the 1990 Act to implement the Planning Permission
"Operation"	means the date on which the Development is used for the storage of energy otherwise than for testing or commissioning purposes
"Plan 1"	means the plan numbered 1 annexed to this Deed
"Plan 2"	means the plan numbered 2 annexed to this Deed

PLAN 1



- KEY:
- Development Boundary
 - Additional Land Within Applicants Control
 - ESS Unit
 - 400kV Substation
 - 33kV Bay
 - Access Track
 - Access Road
 - Permissive Footpath
 - Bund
 - Attenuation Basin
 - Construction Compound
 - Ecological Enhancement Area
 - Woodland Planting
 - Hedgerow Enhancement
 - Fenceline
 - Access Gate
 - Water Container
 - Storage Container
 - Office Container
 - Parking Spaces
 - PRoW



DATE: 19/04/2024

PROJECT TITLE:

Legacy

DRAWING TITLE:

Layout Plan

DRAWING VERSION NUMBER:

V13

SCALE: 1:5000

PAGE SIZE: A3

DRAWN BY: QR

APPROVED BY: WG

"Planning Application"	means the application for Planning Permission for the Development of the Development Land submitted to the Council and given the reference P/2024/0155
"Planning Permission"	means a form of planning permission issued by the Welsh Ministers pursuant to the Appeal
"Welsh Ministers"	means the Welsh Ministers, or any other minister or authority for the time being entitled to exercise the powers given under sections 77, 78 and 79 of the 1990 Act and or under any relevant section of the 1990 Act
"Working Days"	means any day falling between Monday and Friday (both days inclusive) upon which the clearing banks in the City of London are open for normal business which is not Good Friday or a statutory bank holiday

2 INTERPRETATION

- 2.1 A reference in this Deed to an Act of Parliament or section of such Act or to any order regulation statutory instrument or the like shall include a reference to any replacement modification amendment or re-enactment of the same
- 2.2 Wording importing the masculine gender includes the feminine and neuter genders and vice versa
- 2.3 Words in the singular include the plural and vice versa
- 2.4 Words importing individuals shall be treated as importing firms companies corporations authorities and other bodies and vice versa
- 2.5 Any heading or side notes are for ease of reference only and shall not affect the construction of this Deed
- 2.6 Covenants made hereunder
 - 2.6.1 if made by more than one person are made jointly and severally; and
 - 2.6.2 are to the intent that the same bind whomsoever shall become successor or successors in title to the Ecological Enhancements Land and/or the Development Land (as the case may be)
- 2.7 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

3 FORMAL REQUIREMENTS

- 3.1 The obligations imposed by this Deed relate to the Ecological Enhancements Land and the Development Land respectively are binding on the First Owner and the Second Owner (respectively) its successors in title pursuant to Section 106 of the 1990 Act
- 3.2 The obligations imposed by this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable as such by the Council as local planning authority without limit of time

- 3.3 This Deed is a Local Land Charge for the purposes of the Local Land Charges Act 1975 is capable of being registered as such by the Council

4 OPERATIVE PROVISIONS

- 4.1 In the event that the Planning Permission is granted by the Welsh Ministers pursuant to the Appeal and upon the Commencement of Development the First Owner hereby covenants with the Council on behalf of itself and its successors in title to each and every part of the Ecological Enhancements Land to comply with the obligations relating to Ecological Enhancements set out in the First Schedule to this Deed insofar as they relate to the Ecological Enhancements Land
- 4.2 In the event that the Planning Permission is granted by the Welsh Ministers pursuant to the Appeal and upon the Commencement of Development the Second Owner hereby covenants with the Council on behalf of itself and its successors in title to each and every part of the Development Land to:
- 4.2.1 Serve upon the Council (addressed to the Council's Chief Officer Economy & Planning) the Implementation Notice within 10 Working Days from but not including the date of Commencement of Development, first Operation of the Development and commencement of the Ecological Enhancements.
- 4.2.2 Comply with the obligations in the First Schedule relating to the LEMP, insofar as those aspects of the LEMP are to be provided on the Development Land; and
- 4.3 The Developer hereby covenants with the Council to comply with the obligations in this Deed in the event that it becomes the owner of the Ecological Enhancements Land and/or the Development Land

5 DECLARATIONS

- 5.1 Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999 save for the avoidance of doubt it is declared that the planning obligations contained in this deed are enforceable by any successor local planning authority to the Council exercising planning powers under the 1990 Act.
- 5.2 In the event that any difference or dispute arises between the parties in connection with their respective rights duties liabilities or obligations under or by virtue of this Deed (including sums of money and the construction of this Deed) then such difference or dispute shall be referred for determination by an appropriately qualified independent expert (of not less than ten years standing) experienced in the relevant matter ("the Expert") to be agreed between the parties or in default nominated on the application of any party by the President (or other available officer to make such appointment) of the Royal Institution of Chartered Surveyors ("RICS") Provided That the provisions of this clause shall not prejudice prevent or delay the right of any party to seek the resolution of any matter relating to this Deed by the Courts and/or in accordance with Section 106(6) of the 1990 Act
- 5.3 The expressions "the First Owner", "the Second Owner", "the Council" and "the Developer" shall include their respective successors in title
- 5.4 If any of the terms obligations and/or covenants in this Deed or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable the same

shall be severable from the remainder of this Deed and the remainder of this Deed or the application of such terms obligations and/or covenants to parties or circumstances other than as to which such terms obligations and/or covenants is held invalid or unenforceable shall not be affected thereby and each of the other terms obligations and/or covenants of this Deed and the Planning Permission shall be valid and be enforceable to the full extent permitted by law

- 5.5 Any notice or other written communication shall be validly served if delivered to the relevant party by hand or if sent by ordinary first class post or recorded delivery post:
- 5.5.1 in the case of the Council at the Guildhall Wrexham LL11 1AY or such other address as shall be notified in writing to the Owner from time to time
- 5.5.2 in the case of the First Owner, the Second Owner and the Developer to the address given in this Deed or such other addresses of such parties as may be notified in writing to the Council from time to time
- 5.5.3 any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by an officer or duly authorised signatory
- 5.6 Should the Welsh Ministers or her appointed Inspector in their decision letter make a finding that any of the covenants or obligations in this Deed do not meet the statutory requirements of section 106 of the 1990 Act and accordingly attaches no weight to that obligation in determining the Appeal then such covenant(s) or obligation(s) as so identified by the Welsh Ministers or her appointed Inspector shall be deemed to be of no effect notwithstanding the remaining provisions of this Deed which for the further avoidance of doubt shall remain in effect and enforceable notice of Deed
- 5.7 No person shall be liable for a breach of this Deed after he shall have parted with all interest in the Ecological Enhancements Land or the Development Land or that part in respect of which such breach occurred but without prejudice to liability for any subsisting breach which occurred prior to parting with such interest
- 5.8 This Deed shall cease to have effect (insofar as it has not already been complied with) if:-
- 5.8.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure;
- 5.8.2 the Planning Permission shall expire prior to the Commencement of Development; or
- 5.8.3 the Site is developed under a new planning permission (other than one issued under Section 73 of the 1990 Act for a 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; or
- 5.8.4 the Appeal is dismissed.

THE FIRST SCHEDULE

Ecological Enhancement

1. Prior to first Operation of the Development to:
 - a. lay out, plant and otherwise prepare the Ecological Enhancements Land to deliver the environmental measures shown on Plan 2; and
 - b. to seek the Council's approval of any LEMP (if required by the Planning Permission) and to deliver the landscape and ecological mitigation as approved by the Council.
2. Within 20 Working Days of completion of the works to lay out, plant and otherwise prepare the Ecological Enhancements and LEMP to appoint an independent body to carry out an ecological compliance audit in accordance with Plan 2 and to provide a copy of that audit to the Council within 10 Working Days of its completion.
3. In the event that the ecological compliance audit carried out pursuant to paragraph 2 of this Schedule identifies any failure to implement the Ecological Enhancements in accordance with Plan 2 and/or the LEMP, the First Owner shall undertake all necessary remedial works within 3 months of the audit (or such other period as may be agreed in writing by the Council acting reasonably).
4. To observe and perform the provisions of Plan 2 and the LEMP for the lifetime of the Development (namely until the Development is no longer in Operation).
5. To employ only reputable and experienced consultants or contractors to undertake all works under the measures contained in Plan 2 and the LEMP.

EXECUTED as a DEED on the date specified at the commencement of this Deed

SIGNED as a DEED by

GWENAN DONE

in the presence of:-

Witness Signature: _____

Witness Name: _____

Witness Address: _____

Witness Occupation: _____

SIGNED as a DEED by

GEORGE ROBERT DONE

in the presence of:-

Witness Signature: _____

Witness Name: _____

Witness Address: _____

Witness Occupation: _____

SIGNED as a DEED by

RICHARD WYN DONE

in the presence of:-

Witness Signature: _____

Witness Name: _____

Witness Address: _____

Witness Occupation: _____

SIGNED as a DEED by
MICHAEL JOHN DONE
in the presence of:-

Witness Signature: _____

Witness Name: _____

Witness Address: _____

Witness Occupation: _____

EXECUTED as a DEED by
the above-named
LEGACY GREEN ENERGY LIMITED
acting by its director

in the presence of:-

Signature of witness: _____

Name: _____

Address: _____
