PLANNING CONDITION DISCHARGE

Althrey Hall Farm Barns

Main Access Drive – Finish and Maintenance Arrangements

Discharge of Condition 6 – P/2006/0527 and P/2006/0528

Site	Althrey Hall Farm Barns, Overton Road, Bangor-on-Dee, Wrexham, LL13 0DA
Planning permissions	P/2006/0527 and P/2006/0528
Condition	Condition 6 – Main Access Drive finish and maintenance
Document date	October 2026

1. Introduction and Purpose

This statement has been prepared in support of applications to discharge Condition 6 of planning permissions P/2006/0527 and P/2006/0528 relating to the residential conversion of the former agricultural barns at Althrey Hall Farm.

Condition 6 requires the Local Planning Authority to approve details confirming the finish standard of the private driveway leading from the public highway to the development and the arrangements for its future maintenance before occupation.

The relevant driveway is the existing private concrete access extending approximately 320 metres from its junction with the B5069 (Overton Road) to the Althrey Hall Farm Barns development. Within the existing property transfer documentation this route is defined as the “Drive”. It is separate from the internal access road serving the converted barns and from the individual private driveways serving each dwelling.

This submission therefore addresses the two matters required by Condition 6: the established finish of the Main Access Drive and the legally documented arrangements for its ongoing repair, maintenance and renewal. Supporting plans, current photographic evidence and relevant extracts from the property transfer documentation are provided in the appendices.

2. Conditions to be Discharged

a. Condition 6 – P/2006/0527 and P/2006/0528

Both planning permissions impose substantively identical requirements for details of the proposed finish standard of the driveway leading from the highway to the development, together with confirmation of responsibility for its maintenance, to be submitted to and approved by the Local Planning Authority before first occupation.

Reason: To ensure that the long private driveway is maintained to a suitable standard in the interests of existing and future residents served by the access.

The wording above consolidates Condition 6 of P/2006/0527 and P/2006/0528. The minor singular/plural variation between the two decision notices does not alter the substantive requirement of the condition.

3. Identification of the Main Access Drive

For the purposes of this submission, the "Main Access Drive" is the existing private concrete roadway extending from the B5069 (Overton Road) to the Althrey Hall Farm Barns development.

The property transfer documentation defines the "Drive" as the land coloured brown on the associated plan. The plan included within the transfer documentation identifies the route between the public highway and the barn development. An extract of this plan, with the Main Access Drive identified for clarity, is included at Appendix A.

This Main Access Drive should not be confused with the separate internal access road serving Units 2–5 or the individual plot driveways within the development, which are dealt with under separate approved surface-treatment details.

4. Finish Standard

The Main Access Drive is an existing established concrete roadway and is proposed to remain finished in concrete. No change to the principal surface treatment of the approximately 320 metre Drive is proposed as part of this submission.

The retention of the existing concrete driveway was previously considered by the Local Planning Authority. In correspondence dated 11 May 2015, Janet Sutherberry, Senior Planning Officer at Wrexham County Borough Council, confirmed that the concrete approach driveway could be retained, subject to clarification of the arrangements for its future maintenance. A copy of this correspondence is included at Appendix E.

The Drive currently provides vehicular access between the B5069 and the Althrey Hall Farm Barns development. Current photographs showing the existing concrete surface and representative condition of the Drive are provided at Appendix B.

The Drive will be maintained in accordance with the property obligations summarised in Section 5 so that it continues to provide a suitable vehicular access for the properties served by it.

5. Maintenance Arrangements

a. Legal Maintenance Responsibilities

The arrangements for the repair, maintenance and renewal of the Main Access Drive are established within the existing property transfer documentation (TP1).

The TP1 grants rights of way over the Drive to the property and its successors in title, together with obligations to contribute towards its repair, maintenance and renewal as stipulated within the agreement. The owners of the respective sections of the Drive are responsible for maintaining those sections to no worse than the condition established by the historic Record of Condition.

The documentation also sets out procedures for obtaining quotations, consulting the relevant parties, agreeing maintenance works and resolving disputes through an independent expert where necessary. Provisions are included to ensure the relevant obligations continue through subsequent changes in ownership.

In addition, the TP1 requires any works necessary to bring the Drive and associated access routes up to the standards required by planning permissions P/2006/0527 and P/2006/0528 to be undertaken in accordance with its provisions.

Relevant extracts are provided at Appendices C and D.

b. Historic Record of Condition

The TP1 refers to a Record of Condition prepared following an inspection on 8 July 2015 by an MRICS Chartered Surveyor, establishing the baseline condition of the Main Access Drive.

The report identifies the Drive as the concrete access leading from the B5069 to Althrey Hall Farm Barns, constructed of wet-poured concrete slabs with a tamped finish. At the time of inspection, the Drive was assessed as being in good and serviceable condition for its intended purpose.

The complete July 2015 Record of Condition, including its photographic schedule, is retained within the property documentation.

c. Practical Maintenance Arrangements

The Main Access Drive will continue to be maintained as an existing private concrete roadway, with maintenance undertaken as necessary to preserve a suitable and serviceable access for the properties it serves.

This will include routine vegetation management and, where required, repairs to the concrete surface, joints and associated access features. Such works will be arranged and funded in accordance with the responsibilities and procedures established within the TP1.

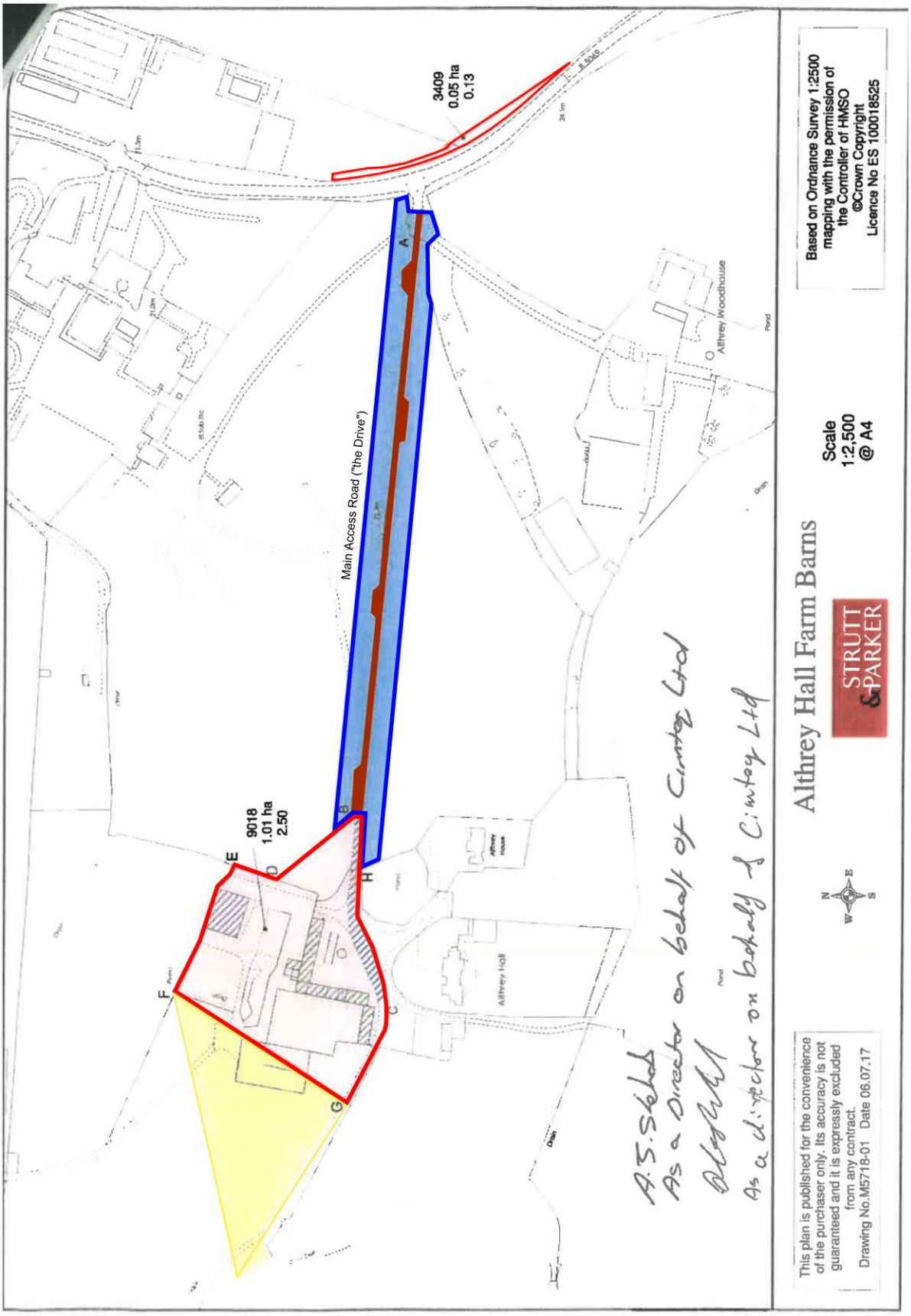
6. Conclusion

The information submitted demonstrates that the Main Access Drive is an established concrete private access and that formal, continuing arrangements are in place for its repair, maintenance and renewal. The submitted details therefore address the finish-standard and maintenance-responsibility requirements of Condition 6 of planning permissions P/2006/0527 and P/2006/0528.

On the basis of the existing concrete finish, the current photographic evidence and the documented maintenance arrangements, approval of the submitted details and formal discharge of Condition 6 under both planning permissions P/2006/0527 and P/2006/0528 is respectfully requested.

Appendices

Appendix A | Main Access Drive Plan – TP1 plan extract identifying the "Drive"



Appendix B | Current Photographic Record – existing concrete Main Access Drive









Photographs taken 7 October 2026 showing representative sections of the existing Main Access Drive between the B5069 and Althrey Hall Farm Barns.

Appendix C | TP1 Extract – Definitions and Rights Granted

Purpose

The following extracts from the existing TP1 property transfer documentation identify the Main Access Drive and establish the relevant access rights and associated maintenance obligations.

The extracts confirm:

- the identification of the Main Access Drive as the "Drive" within the TP1;
- the application of relevant definitions to successors in title;
- the reference to planning permissions P/2006/0527 and P/2006/0528; and
- the right of way over the Drive, together with the associated obligation to contribute towards its repair, maintenance and renewal.

Only the relevant provisions have been reproduced, retaining their original wording and clause references. Unrelated provisions have been omitted for clarity.

12.3 "the Drive" is the land coloured **brown** on the Plan.

Figure 1 - TP1 – Definition of "the Drive", clause 12.3 (original page 5)

12.5.5 "the Transferee", "the Transferor" and "the Trustees" shall include the successors in title, assigns and personal representatives of "the Transferee", "the Transferor" and "the Trustees".

Figure 2 - TP1 – Interpretation and successors in title, clause 12.5.5 (original page 6).

12.6 The "Planning Consents" mean the Planning Consents granted by the Wrexham County Borough Council on 25th September 2006 under References BANP/2006/0528 and BANP/2006/0527.

Figure 3 - TP1 – Definition of "Planning Consents", clause 12.6 (original page 6).

Rights granted for the benefit of the property

The Transferor (in connection with the relevant part of the land within Title Number CYM117928) and the Trustees (in connection within the relevant parts of the land within Title Numbers CYM125373 and CYM702843) will in the Transfer to the Transferee grant to the Transferee and the Transferee's successors in title to the Property rights :-

1. of way, exercisable in common with the Transferor, the Trustees, and the Transferor's and the Trustees' successors in title to the Retained Land and those authorised by them, with or without Permitted Vehicles (but not any other vehicles excepting only construction industry vehicles required to carry out the developments and uses permitted by this Transfer), for all purposes connected with the uses of the Barns permitted by the provisions of clauses 5.1 and 5.3 of the First Schedule to this Transfer (but not further or otherwise) over and along the Drive, subject to the obligation to pay one half of the cost of repair, maintenance and renewal of the Drive in accordance with clause 8.1 of the First Schedule to this Transfer.

Figure 4 - TP1 – Rights Granted, paragraph 1 (original page 7).

Appendix D | TP1 Extract – Repair, Maintenance, Renewal and Successor Provisions

Purpose

The following extracts from the existing TP1 property transfer documentation establish the responsibilities and procedures governing the repair, maintenance and renewal of the Main Access Drive.

These include the obligations of the relevant parties, arrangements for sharing maintenance costs, provisions relating to successors in title and procedures for agreeing and administering maintenance works.

Only the relevant provisions have been reproduced, retaining their original wording and clause references. Unrelated provisions have been omitted for clarity.

7. to carry out at the Transferee's own and sole expense any works necessary to bring the Drive, the Track, and any other land which affords access from the Property to the B5069 public highway, up to any standard required to ensure compliance with any conditions attached to the Planning Consents.

Figure 5 - TP1 – First Schedule, clause 7: Planning compliance obligations (original page 15).

8.1.1 subject to clause 7 above, one half of the cost of repair, maintenance and renewal of the Drive incurred by him and/or them (or on his or their behalf), and

Figure 6 - TP1 – First Schedule, clause 8.1.1: Drive maintenance contributions (original page 16).

Second Schedule : Covenants by the Seller and the Trustees :-

1(a) Subject to the Transferee's obligation under paragraph 7 of the First Schedule to this Transfer, the Transferor and the Trustees covenant, in connection with the part of the Drive within the Transferor's and the Trustees' ownership respectively, with the Transferee and the Transferee's successors in title to the Property or any part thereof and each of them for the benefit of all and every part of the Property to maintain the part of the Drive within his or their ownership respectively in no worse a condition than that in which it currently stands, as evidenced by the attached Schedule of Condition/Photographic Record of Condition.

1(b) In the event that the Transferee and/or any of his successors in title shall give to the Transferor and the Trustees 3 months' notice in writing to comply with the provisions of clause 1(a) of this Schedule and the Transferor and the Trustees shall fail or refuse to commence to carry out works of maintenance within 4 months of the date that such notice shall be served upon the Transferor and the Trustees by the Transferee and/or any of his successors in title then either party may refer the dispute over such non-compliance by the Transferor and the Trustees with the said notice to an independent surveyor acting as an expert in accordance with the provisions and procedures to like effect set out in clause 4.4 of the agreements and declarations in paragraph B of the "Other" section of this Transfer.

Figure 7 - TP1 – Second Schedule, clauses 1(a)–1(b): Maintenance standard and responsibilities (original pages 20–21)

2. The Transferor and the Trustees covenant, in connection with the part of the Drive within the Transferor's and the Trustees' ownership respectively, with the Transferee and the Transferee's successors in title to the Property or any part thereof and each of them for the benefit of all and every part of the Property that they will not transfer or otherwise dispose of his or their interest in the relevant part of the Drive or any part thereof, or grant a Lease of more than 21 years duration of the part of the Drive within his or their ownership respectively, or any part thereof, without first procuring that the transferee, disponee or lessee enters into a direct covenant with the Transferee and the Transferee's Successors in Title to the Property and every part thereof in the same terms as the covenants and provisions contained in this Schedule and clauses 4.1 to 4.4 inclusive of the agreements and declarations in paragraph B of the "Other" section of this Transfer.

Figure 8 - TP1 – Second Schedule, clause 2: Continuing maintenance obligations (original page 21).

4.1 if the Seller and/or the Trustees propose to carry out any works of repair, maintenance or renewal of the Drive they will obtain at least two quotations for the cost of such works and will consult with the Buyer and, to the extent which the Seller and/or the Trustees consider appropriate and reasonable, with any other persons with a liability to contribute towards the cost of repair, maintenance and renewal of the Drive ("the Interested Parties") before carrying out any such works.

4.2 the Seller, the Trustees and the Buyer will each use all reasonable endeavours to reach agreement with the Interested Parties about the extent of the works necessary and the cost of those works.

4.3 in the event that the extent and the cost of the proposed works is agreed, the Buyer will comply with the Buyer's obligation in paragraph 8.1 of the Fourth Schedule to this Agreement.

4.4 if the extent and the cost of the proposed works is not agreed within 28 days after they are first proposed, either the Seller, the Trustees or the Buyer may refer the relevant matter to an appropriate independent expert (appointed in default of agreement between the parties by the President for the time being of the Royal Institution of Chartered Surveyors) who will make a decision about the matters referred to him as soon as reasonably practicable and whose decision will be final except in the case of manifest error. Unless determined otherwise by the expert, the Buyer will pay one half of the expert's fees.

Figure 9 - TP1, Third Schedule: Agreements and Declarations, clauses 4.1–4.4 – Maintenance consultation and cost procedures (original pages 85–86).

Appendix E | Previous LPA Correspondence

Email correspondence dated 11 May 2015 between Wrexham County Borough Council and Blueprint Architectural Services confirming that the existing concrete approach driveway could be retained, with future maintenance responsibilities to be established in accordance with the planning condition.

From: Janet Sutherberry

Sent: Monday, May 11, 2015 4:36 PM

To: Dafydd Edwards

Subject: RE: Altherey Hall Barns - P/2006/0527 & 0528

Dafydd

The concrete approach driveway –can be retained. It is just necessary as part of the planning condition to confirm who will maintain this driveway in the future. The driveway is used by others (including some farm vehicular traffic) and new residents will need to understand any on-going maintenance obligations for this driveway, if any. Passing places along the drive have been provided already, and the surface of driveway needs to be maintained by someone (but not the Council). It is a long driveway, and therefore the issue of maintenance should be fully understood by any prospective purchasers, and for this to be verified as part of the use.

The area adjacent to the barns will require more sensitive landscape treatments (both hard and soft), to reflect the rural style of the building(s), and to consider their wider setting in relation to Althrey Hall (which is an important listed building) and these details still need to be confirmed and approved by the Local Planning Authority.

Regards

Janet

Janet Sutherberry

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