

Dated

27th July

2011

TESCO STORES LIMITED

STADIUM (PRESTATYN) LIMITED

THE ROYAL BANK OF SCOTLAND PLC

DENBIGHSHIRE COUNTY COUNCIL

PLANNING OBLIGATION

pursuant to Section 106 of the Town
and Country Planning Act 1990
affecting Land at The High Street,
Prestatyn Town Centre

ADDLESHAW GODDARD

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This Deed is made on

27th July

2011

Between

- (1) **Tesco Stores Limited** (Co. Reg. No. 00519500) whose registered office is at Tesco House, Delamare Road, Cheshunt, Hertfordshire EN8 9SL (**Owner**);
- (2) **Stadium (Prestatyn) Limited** (Co. Reg. No. 06009173) whose registered office is at Welton Grange, Cowgate, Welton, Brough East Riding of Yorkshire HU15 1NB (**Developer**);
- (3) **The Royal Bank of Scotland PLC** (Scottish Co. Reg. No. SC090312) whose registered office is at 36 St Andrews Square, Edinburgh EH2 2YB (**Mortgagee**); and
- (4) **Denbighshire County Council** of Wynnstay Road, Ruthin, Denbighshire WL15 1YN (**Council**)

Whereas

- (A) This Council is the local planning authority for the purposes of the Planning Act and the highway authority for the purposes of the Highways Act 1980
- (B) The Owner is the freehold proprietor of that part of the Site which is registered at HM Land Registry with title absolute under title numbers WA918020 CYM20404 CYM215415 WA704028 WA797036 WA903712 WA903718 WA984404 WA902341 WA891724 CYM498820 CYM499345 WA482212 WA886700 and WA640152
- (C) The Developer is the freehold proprietor of that part of the Site which is registered at HM Land Registry with title absolute under title numbers WA19250 and WA587050 both of which are subject to a charge dated 13 March 2008 in favour of the Mortgagee
- (D) The Council resolved on 19 January 2011 to grant Planning Permission pursuant to Planning Application reference 43/2010/1222/PF subject to satisfactory completion of this Deed
- (E) The Council is satisfied that any highway works pursuant to this Deed will be of benefit to the public
- (F) The Council will release the Planning Permission within 7 days from the date of completion of this Deed

It is agreed

1 Definitions

1.1 In this Deed, unless the context otherwise requires:

Charged Land means the part of the Site subject (as at the date of this Deed) to security in favour of the Mortgagee as shown edged red on Plan No. 9 and Plan No. 10

Commencement of Development means the date on which any material operation (as defined in Section 56(4) of the Planning 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, excavation works, decontamination works, 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 notices or advertisements and "Commence Development" shall be construed accordingly

Community Fund means a fund of £75,000 (seventy five thousand pounds) for use within the locality of Prestatyn and without prejudice to the generality of the phrase shall include highway works, the provision of off site CCTV works, tourist information either by the provision of monies in connection with a tourist information centre in Prestatyn or information boards in the locality

Consents means all consents required to lawfully permit the development proposed pursuant to Highway Works Scheme A such consents to include (but not limited to) any planning permission building regulations approval and any consents required from land owners or any other such consents as may be necessary

Customer Car Parking means provision as part of the Development of customer parking for patrons of the Development excluding provision of staff parking for persons employed at the Development

Development means the development of the Site pursuant to the Planning Permission

Funding Agreement means an agreement entered into between the Council and the Developer for the purpose of regulating the expenditure of the Grant

Grant means the grant funding of £328,000 (comprising £8,000 from the Taith for the financial year 2010/2011 and £320,000 from the Taith for the financial year 2011/2012) to be obtained by the Council from Taith and to be paid to the Developer towards the cost of works required for Highway Works Scheme A

Highways Land means the land shown on Plan 5 which is registered under title number WA681565 which is required in order to carry out either Highway Works Scheme A or Highway Works Scheme B

Highway Works Scheme A means the highway works shown for indicative purposes only on Plan No. 2 which incorporates a scheme of improvements to Prestatyn Bus Station which shall be funded in part by the Grant provided by Taith

Highway Works Scheme B means the highway works shown on Plan No. 3 for indicative purposes only which the Owner will carry out in the event that the Highway Works Scheme A is not implemented

Index means All in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation

Land Acquisition means the acquisition of the plots of land shown on Plan No. 4 by the Council in order to facilitate the Highway Works Scheme A

Listed Building means the listed buildings known as The Old Station Building and The Goods Shed as shown for indicative purposes only on Plan No. 6 and Plan No. 7

Listed Building External Works means the works required to three sides of the Listed Building which abut on to the Site and subject to obtaining the necessary consent of the adjoining property owner the works to the rear of the Listed Building which are required in order to make safe the structure and external walls of the Listed Building to be carried out in accordance with the specification and schedule of works which are appended to this Deed

Longstop Date means 24 June 2011 or any other such date as may be agreed in writing by the parties hereto

Occupation means occupation of the Development for the purpose(s) for which the Planning Permission has been granted and shall not include occupation for construction fitting-out marketing or security purposes

Perpetuity Period means 80 years from the date of this Deed

Plan No. 1 means the plan identifying the Site which is attached and so marked

Plan No. 2 means the plan showing the Highway Works Scheme A which is attached and so marked

Plan No. 3 means the plan showing the Highway Works Scheme B which is attached and so marked

Plan No. 4 means the plan identifying the Land Acquisition area which is attached and so marked

Plan No. 5 means the plan identifying the Highways Land area which is attached and so marked

Plan No. 6 means the plan identifying the Listed Building which is attached and so marked

Plan No. 7 means the plan identifying the Listed Building which is attached and so marked

Plan No. 8 means the plan identifying the area over which the Grant may be used which is attached and so marked

Plan No. 9 means the plan identifying the Charged Land area which is attached and so marked

Plan No. 10 means the plan identifying the Charged Land area which is attached and so marked

Planning Act means the Town and Country Planning Act 1990

Planning Application means the application for Development submitted to the Council and bearing reference number 43/2010/1222/PF together with any amendments and/or variations and/or substitutions thereto

Planning Permission means the planning permission to be granted by the Council pursuant to the Planning Application in the form of the draft attached at schedule 1 of this Deed

Practical Completion of works means they have reached, in accordance with any relevant specification or other requirements, a stage that enables them to be used for the purpose for which they were intended or designed, even if they have not been completed in all respects

Purchased Items means the equipment and items acquired by the Council to be used and installed as part of the Highway Works Scheme A which in the event that Highway Works Scheme A proceeds the Council shall provide to the Developer at no cost and shall include:

- (a) the Shelter – 4nr Queensbury G2 enclosed shelters

- (b) the Passenger Information System – 4nr JMW LED RTPI shelter monitor displays and 1nr JMW 40" pedestal TFT displays
- (c) the Signage – 3nr A1 solar powered display cabinets
- (d) the WC – 1nr Oy Shippax unisex disabled access toilet unit

Section 278 Agreement means an agreement to carry out works to the highway pursuant to section 278 of the Highways Act 1980 and any other enabling powers required

Site means the land at High Street Prestatyn and shown edged red on Plan No. 1

Taith means the joint board of the six county authorities in north Wales working together to deliver substantial and significant improvements to public transport across the region

Tesco's Land means that part of the Site which is registered at HM Land Registry with title absolute under title numbers WA918020 CYM20404 CYM215415 WA704028 WA797036 WA903712 WA903718 WA984404 WA902341 WA891724 CYM498820 CYM499345 WA482212 WA886700 and WA640152

Travel Plan means the travel plan referred to at condition 23 of the Planning Permission

Working day means any day from Monday to Friday (inclusive) other than Christmas Day, Good Friday and any statutory bank holiday in England

1.2 In this Deed unless the context otherwise requires:

- (a) where two or more persons are liable in respect of an obligation, they are jointly and severally liable
- (b) a reference to a statute is a reference to the statute as amended or re-enacted from time to time (unless otherwise stated) and includes any subordinate legislation and guidance under it
- (c) words importing any gender include every gender
- (d) person includes any corporation and unincorporated body of persons
- (e) references to a numbered or lettered paragraph means the paragraph so numbered or lettered in the clause or schedule in which it appears and
- (f) headings are for ease of reference only
- (g) words importing the singular meaning where the context so admits include the plural meaning and vice versa

1.3 This Deed is made pursuant to Section 106 of the Town and Country Planning Act 1990, Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000

1.4 The covenants, restriction and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Town and Country Planning Act 1990 and are enforceable by the Council as local planning authority against the Owner

2 Conditional Agreement

2.1 The parties' obligations in clauses 5 and 7 of this Deed have no effect until the conditions in clause 2.2 (**Conditions**) have been satisfied in accordance with their terms except insofar as the parties' obligations relate to the provisions contained in paragraph 1 of Schedule 2, paragraphs 2 and 4 of Schedule 3 hereto which shall come into effect upon completion of this Deed

2.2 The Conditions are:

- (a) the valid grant of the Planning Permission in relation to which either:
 - (i) the opportunity for any person to challenge the Planning Permission by judicial proceedings has ended and
 - (ii) if judicial proceedings were commenced, the proceedings have been exhausted leaving the Planning Permission finally upheld as valid and
- (b) following satisfaction of the Conditions in (a) the Owner Commences Development implementing the Planning Permission

2.3 It is hereby agreed that if the Owner Commences Development and judicial proceedings are commenced and the Owner suspends further implementation of the Planning Permission this document shall have no further effect unless and until:

- (a) the judicial proceedings are exhausted or
- (b) the Owner elects to continue implementing the Planning Permission despite the judicial proceedings

3 The Land Covenant

3.1 The Owner and the Developer hereby covenant with each other not to Commence Development or otherwise carry out any works so as to implement the Planning Permission until such time as the Developer has acquired the freehold title to Tesco's Land

4 Indemnity

4.1 Until such time as the Developer has acquired the freehold title to Tesco's Land the Owner hereby covenants with the Developer not to carry out any works so as to implement the Planning Permission unless otherwise agreed in writing by the Developer and in return the Developer covenants to comply with the obligations on the Owner and/or the Developer contained in this Deed and the Developer hereby indemnifies the Owner in respect of the following:

- (a) any costs claims or liabilities which arise as a result of the Owner entering into this Deed; and
- (b) any costs claims or liabilities which arise as a result of the failure of the Developer to comply with the obligations contained in this Deed.

5 Owner and Developer's Obligations

The Owner and Developer hereby covenant with the Council as set out in schedule 2

6 The Mortgagee

The Mortgagee acknowledges and declares that this Deed has been entered into by the Developer with its consent and covenants with the Council that the Charged Land shall be bound by the obligations contained in this Deed PROVIDED THAT the Mortgagee shall only be liable for any breach of any provision of this Deed during such periods (if any) as it is a mortgagee in possession of the Charged Land and then only if it shall have caused such breach to have been occasioned and provided further it shall not in any event be liable for any breach of this Deed arising prior to it becoming a mortgagee in possession of the Charged Land regardless of whether or not such pre-existing breach shall continue for any period during which it is a mortgagee in possession of the Charged Land

7 Council Covenants

The Council hereby covenants with the Owner and the Developer as set out in Schedule 3

8 Persons not bound by this Deed

8.1 Subject to clause 11 this Deed and each and every term obligation and covenant contained herein binds the Owner and Developer and/or their successors in title to the Site and any other person or persons claiming an interest through or under the Owner or Developer provided that this Deed does not bind:

- (a) the Mortgagee, unless and until it enters into possession and then only in relation to the Charged Land or
- (b) any statutory undertakers or local authorities service utility companies or providers having an interest in the Site for the purposes of providing services to or for the Development

9 Rights of Entry

9.1 It is hereby agreed and declared that where in this Deed or the Planning Act, the Council has a right to enter the Site or any part of it for the purposes specified in this Deed, or the Owner or the Developer has a right to enter any other land owned by the Council for the purposes specified in this Deed, the following provisions shall have effect:

- (a) where the rights are exercisable in the future, (except in relation to rights of entry for maintenance) the rights shall only be exercisable within the Perpetuity Period
- (b) are exercisable at reasonable times and on reasonable notice, except in emergency when no notice need be given
- (c) may only be exercised to the extent reasonably necessary and with such equipment as is reasonably necessary
- (d) so far as reasonably practicable, may only be exercised:
 - (i) in relation to the land where roads, footpaths, sewers or other services are intended to be laid and
 - (ii) so as to avoid entry onto land within the curtilage of a dwelling erected or approved to be erected on the Site

and the person entering shall:

- (iii) cause as little damage to the land entered and as little inconvenience to the occupier as is reasonably practicable and
- (iv) make good at its own expense any damage caused to the land by the entry

10 Force Majeure

If a party is prevented or delayed from performing any of its obligations in this Deed, either by an emergency or by a cause outside its direct control, then that party shall:

- (a) give notice of the circumstances of the prevention or delay to the other parties to this Deed and
- (b) be relieved from the performance of the obligation for such period as is reasonable in the circumstances

11 No Liability after disposal

A person or body is not liable for a breach of any of the obligations in this Deed after it has parted with its interest in the Site, or in the part of the Site in respect of which the breach occurs, but this is without prejudice to any liability that the person may have in respect of any antecedent breach

12 Effect of Deed

If the Planning Permission shall expire prior to Commencement of Development or is quashed, revoked modified or otherwise withdrawn (without the authority of the Owner) then the terms of this Deed shall cease to have effect

13 Approvals

Unless this Deed states that a party's agreement is at its sole and absolute discretion, where this Deed refers to a party agreeing any matter or thing, that party's agreement shall not be unreasonably withheld or delayed and shall be given in writing

14 No restriction

This Deed does not prohibit or restrict the development of any part of the Site in accordance with a planning permission granted by the Council or by the Secretary of State on appeal or following a reference to or call-in by the Secretary of State after the date of this Deed

15 The Council's Powers

- 15.1 Entering into this Deed does not affect the manner in which the Council may exercise or perform its/their discretions, powers, duties or obligations as a local planning and highway authority
- 15.2 If the Council approves any matter or thing as the competent planning authority in relation to the Planning Permission, it also approves the same matter or thing under this Deed

16 Registration and removal

- 16.1 The Council shall register this Deed in its Register of Local Land Charges
- 16.2 Immediately on compliance by the Owner or the Developer with its covenants in schedule 2 or in any event if the covenants have ceased to have effect the Council shall remove any references to this Deed or its content from the Register

17 Previous Planning Obligations

- 17.1 The Council hereby acknowledges and declares that any previous planning obligations entered into pursuant to s106 of the Planning Act or any preceeding legislation which bind the Site shall no longer be of effect and shall not be enforceable against the parties to the Deed or any successors in title

18 Dispute resolution

- 18.1 Any dispute or difference between any of the parties in connection with this Deed shall be resolved by arbitration under the Rules of the Chartered Institute of Arbitrators and otherwise upon the following terms:

- (a) the arbitrator shall be a fellow of the Royal Institution of Chartered Surveyors, at least 10 years qualified, and who is either agreed between the parties to the dispute or difference but, in default of agreement, appointed at the request of any of the parties by or on behalf of the President of the Royal Institution of Chartered Surveyors or his deputy
- (b) the award of the arbitrator shall be final on all matters referred to him and
- (c) any costs payable by reason of the provisions of this clause shall be borne initially by each party at its own cost, except that the fees of the Royal Institution of Chartered Surveyors / the President shall be borne in equal proportions but thereafter all such costs and fees shall be adjusted to accord with the award of the arbitrator

19 Severance and Performance

- 19.1 Each provision in this Deed is severable from the others, so that if any provision is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of other provisions is not affected
- 19.2 The failure of any party hereto at any time to require performance by any other party or parties of any of the terms obligations and/or covenants of this Deed shall in no way affect the right of such party or parties to require performance of those terms covenants and/or obligations

20 Entire Agreement

- 20.1 This Deed (and any documents annexed to or incorporated in it) constitutes the entire agreement between the parties with respect to the grant of the Planning Permission and supersedes any previous agreement between the parties in relation thereto
- 20.2 Each party to this Deed acknowledges that this Deed has not been entered into in reliance on any statement or representation made by or on behalf of any other party and nothing in this clause limits or excludes liability for fraud

21 Contract (Rights of Third Parties) Act 1999

A person who is not (or is not a successor in title) a party to this Deed does not have any rights to enforce any term of it pursuant to the Contracts (Rights of Third Parties) Act 1999

22 Notices

Any agreements, evidence of satisfaction, notices or certificates referred to this Deed are sufficiently served under this Deed if served:

- (a) in accordance with Section 196 of the Law of Property Act 1925, but:
 - (i) the final words of Section 196(4) "and that service...be delivered" shall be deleted and there shall be substituted for the same "...and that service shall be deemed to be made on the second working day after the Registered letter has been posted" and
 - (ii) if not served on a working day, the date of service is the next working day or
- (b) if sent by fax or any means of electronic transmission to the party to be served, in which case service is made on the day of transmission, if transmitted before 5.00 p.m. on a working day, but otherwise on the next working day

23 Costs

The Developer shall on the execution hereof pay the Council's proper and reasonable legal costs of £2,900 incurred in the preparation and settlement of this Deed

24 Change in Ownership

The Owner and the Developer agree 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

25 VAT

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

26 Freedom of Information

The parties hereto hereby acknowledge that the Council is a local authority and as such is subject to the terms of the Freedom of Information Act 2000 the parties hereto further acknowledge that the Council has a duty to comply with the provisions of the Freedom of Information Act 2000 and undertake to assist the Council in relation to discharging its duties thereunder with no charge to the Council. The parties hereto accept that under the provisions of the Freedom of Information Act 2000 documents details and negotiations relating to this Agreement and the Planning Application may become subject to disclosure unless they are found to be exempt in accordance with the provisions of the Freedom of Information Act 2000

27 Delivery of this Deed

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

28 **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.

Executed as a deed by the parties or their duly authorised representatives on but not delivered until the date of this Deed

In witness whereof the parties have executed this Deed the day and year first above written

Schedule 1

Draft Planning Permission

CERTIFICATE OF DECISION

TOWN AND COUNTRY PLANNING ACT 1990
TOWN & COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE) ORDER 1995

In pursuance of their powers under the above Act and Order, the County Council as Local Planning Authority hereby

GRANT PLANNING PERMISSION FOR:

PROPOSAL : Development of land to provide class A1 retail units, car parking, landscaping, primary substation, petrol filling station, access and associated works

LOCATION : Land at High Street/ Nant Hall Road Prestatyn

PLANS AND DOCUMENTS SUBJECT TO THE DECISION:-

- (i) Location plan (Drawing No. 101 Rev. A) received 10 November 2010
- (ii) Existing site plan (Drawing No. 100) received 24 September 2010
- (iii) Proposed site plan (Drawing No. 111 Rev. A) received 10 November 2010
- (iv) Proposed ground floor plan (Drawing No. 200 Rev. A) received 10 November 2010
- (v) Proposed first floor plan (Drawing No. 201 Rev. A) received 10 November 2010
- (vi) Proposed roof plan (Drawing No. 202 Rev. A) received 10 November 2010
- (vii) Proposed ground floor plan (Tesco) (Drawing No. 220 Rev. A) received 10 November 2010
- (viii) Proposed first floor plan (Tesco) (Drawing No. 221 Rev. A) received 10 November 2010
- (ix) Proposed roof plan (Tesco) (Drawing No. 222 Rev. A) received 10 November 2010
- (x) Proposed elevations (Drawing No. 230 Rev. A) received 10 November 2010
- (xi) Proposed elevations (Tesco) (Drawing No. 232 Rev. A) received 10 November 2010
- (xii) Proposed GA building section (Drawing No. 240 Rev. A) received 10 November 2010
- (xiii) Kiosk units - plans, sections, elevations (Drawing No. 250 Rev. A) received 10 November 2010
- (xiv) Petrol filling station plans and elevations (Drawing No. 255) received 24 September 2010
- (xv) Proposed levels (Drawing No. 811 Rev. A) received 10 November 2010
- (xvi) Sub Station set out plan (Drawing No. 821 Rev. A) received 10 November 2010
- (xvii) Substations 2 & 3 plans and elevations (Drawing No. 825) received 10th November 2010
- (xviii) Vehicle Tracking Plan (Drawing 851) received 10th November 2010
- (xix) Topographical survey (Drawing No. 895) received 24 September 2010
- (xx) Secondary sub station (Drawing No. 824 Rev. A) received 10 November 2010
- (xxi) Primary sub station (Drawing No. 823) received 24 September 2010
- (xxii) Proposed staff car park (Drawing No. 815) received 24 September 2010
- (xxiii) Electrical external lighting (Drawing No. SKE03) received 24 September 2010

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Head of Planning, Regeneration and
Regulatory Services

- (xxiv) Electrical site infrastructure (Drawing No. SKE01) received 24 September 2010
- (xxv) Landscape masterplan (Drawing No. 9010-017/101 Rev. A) received 10 November 2010
- (xxvi) Tree protection and removal (Drawing No. 9010-017/102 Rev. A) received 10 November 2010
- (xxvii) Landscape proposal 1 of 5 (Drawing No. 9010-017/103 Rev. A) received 10 November 2010
- (xxviii) Landscape proposal 2 of 5 (Drawing No. 9010-017/104 Rev. A) received 10 November 2010
- (xxix) Landscape proposal 3 of 5 (Drawing No. 9010-017/105 Rev. A) received 10 November 2010
- (xxx) Landscape proposal 4 of 5 (Drawing No. 9010-017/106 Rev. A) received 10 November 2010
- (xxxi) Landscape proposal 5 of 5 (Drawing No. 9010-017/107 Rev. A) received 10 November 2010
- (xxxii) Design and access statement received 24 September 2010
- (xxxiii) Planning statement received 24 September 2010
- (xxxiv) Retail Assessment received 24 September 2010
- (xxxv) Transport Assessment received 24 September 2010
- (xxxvi) Planning drainage statement received 24 September 2010
- (xxxvii) Arboricultural Report and Implications Assessment received 24 September 2010
- (xxxviii) Contamination and Geotechnical Investigation received 24 September 2010
- (xxxix) Phase 1 - Environmental Survey received 24 September 2010
- (xl) Phase 1 - Environmental Survey, western portion of Prestatyn Retail Park received 24 September 2010
- (xli) Contamination and Geotechnical Investigation kiosk retail unit site received 24 September 2010
- (xlii) Contamination and Geotechnical Investigation of combined Prestatyn Retail Park site received 24 September 2010
- (xliii) Waste categorisation of soils for disposal received 24 September 2010
- (xliv) Additional contamination investigation kiosk retail unit site received 24 September 2010
- (xlv) Historic environment report received 24 September 2010
- (xlii) Noise surveys and assessment received 24 September 2010
- (xlvii) Flood Consequences report received 24 September 2010
- (xlviii) Bat Survey received 24 September 2010
- (xlix) Ecology Survey received 24 September 2010

subject to compliance with the condition(s) specified hereunder.

The Condition(s) is(are):

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

2. **PRE-COMMENCEMENT CONDITION**

No development shall be permitted to commence until the written approval of the local planning authority has been obtained to the proposed programme of construction/phasing of development including the sequence of completion of building works and associated parking and access arrangements. Only those details subsequently agreed shall be followed thereafter.

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3. **PRE-COMMENCEMENT CONDITION**

No works shall be permitted to commence on the external faces of the walls or the roofs of the buildings hereby permitted until the written approval of the local planning authority has been obtained to the colour and type of materials to be used, including any stonework, brickwork and mortar mix, render, composite wall panels, support columns and roof sheets; in connection with which, samples shall be provided for inspection by officers of the authority. The development shall be carried out strictly in accordance with the details approved under this condition.

4. No external ventilation/refrigeration equipment or electrical or mechanical plant shall be installed on any building or within the site without the written agreement of the local planning authority to the precise siting, design and external appearance, and the operation of such equipment shall not be permitted to exceed the noise levels agreed in conjunction with condition 5 of this permission.

5. The retail units, related service yards and ancillary plant and machinery, including any sited within areas on the roof of a store shall not be brought into operation until the written approval of the local planning authority has been obtained to the maximum permissible noise levels arising there from, as measured from the facade of nearby residential properties. The agreed levels shall not exceed those specified within the SRL Technical Report dated 13th September 2010.

6. Prior to the first use of any of the buildings hereby permitted commencing details of the intended treatment of the service road and staff car park boundary to the properties on the Parc Bodnant estate shall be submitted to and approved in writing by the local planning authority. Only those details subsequently approved shall be used and thereafter maintained.

7. Prior to the first use of the buildings hereby permitted commencing details of a pedestrian footpath link between the site and Church Lane shall be submitted to and approved in writing by the local planning authority. Only those details subsequently approved shall be used and maintained thereafter.

8. Provision for disabled people to gain access to the buildings shall be implemented in accordance with the approved details before the units to which they relate are first brought into use.

9. **PRE-COMMENCEMENT CONDITION**

No development shall be commenced until a scheme for the comprehensive and integrated drainage of the site showing how foul water, surface water and land drainage will be dealt with has been submitted to and approved in writing to the local planning authority. Such a scheme shall be implemented prior to the construction of any impermeable surfaces draining to the system unless otherwise agreed in writing by the local planning authority.

10. Floor levels of all buildings constructed on the site shall be set at a minimum of 5.0m AOD.

11. **PRE-COMMENCEMENT CONDITION**

No development shall take place until there has been submitted to, and approved in writing by, the Local Planning Authority, a detailed scheme of hard and soft landscaping for the site, and such scheme shall include details of:

- (a) all existing trees, hedgerows and other vegetation on the land, details of any to be retained, and measures for their protection in the course of development.
- (b) proposed new trees, hedgerows, shrubs or vegetation, including confirmation of species, numbers, and location and the proposed timing of the planting;
- (c) proposed materials to be used on the driveway(s), paths and other hard surfaced areas;
- (d) proposed earthworks, grading and mounding of land and changes in levels, final contours and the relationship of proposed mounding to existing vegetation and surrounding landform;
- (e) Proposed positions, design, materials and type of boundary treatment.

12. All planting, seeding, turfing, fencing, walling or other treatment comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the completion of the development and any trees or plants which, within a period of five years of the

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development, die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species.

13. PRE-COMMENCEMENT CONDITION

No development shall take place within the application site until the applicant, or their agents or successors in title, has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation to be submitted to and approved by the local planning authority. The archaeological work will be undertaken to the standards laid down by the Institute for Archaeologists. On completion of site works and any post-excavation analysis a report on the investigation shall be submitted for approval with the local planning authority and to Clwyd Powys Archaeological Trust.

14. Foul water flows shall only be permitted to discharge into manhole ref: SJ06835002 as identified on drainage record plan WW-01 unless otherwise agreed in writing by the Local Planning Authority.

15. The developer shall provide a suitable grease trap to prevent entry into the public sewerage system of matter likely to interfere with the free flow of sewer contents, or which would prejudicially affect the treatment and disposal of such contents.

16. The proposed development site is crossed by a public sewer. No part of any building will be permitted within 3 metres either side of the centreline of the public sewer.

17. No external lighting of the buildings or the car parking areas shall be permitted without the prior written approval of the local planning authority to details of the type and position of the lights, column sizes, design and hooding, the level of luminance and proposed hours of use.

18. No external sound amplification systems shall be permitted at any time without the formal written consent of the local planning authority.

19. PRE-COMMENCEMENT CONDITION

Prior to the commencement of any of the development hereby permitted a phasing programme and methodology for the carrying out of construction works including off-site highway works, hours of operation, noise mitigation measures and all routing of construction traffic shall be submitted to and approved in writing with the local planning authority. Only those details subsequently agreed shall be used thereafter.

20. PRE-COMMENCEMENT CONDITION

Full details of the detailed layout, design signing, drainage and construction of all on and off site highway works shall be submitted to and approved by the Local Planning Authority before any works commence on site.

21. All highway works shall be completed to the satisfaction of the Local Planning Authority before any of the retail units open for business.

22. Facilities shall be provided and retained within the site for the parking of cars, bicycle and motor cycles in accordance with a scheme to be agreed with the Local Planning Authority, and which shall be completed prior to the proposed use commencing.

23. A Travel Plan shall be submitted to and approved in writing by the Local Planning Authority before any of the retail units open for business.

24. A Stage 2 Road Safety Audit of the proposed off-site highway works shall be submitted to and approved in writing by the Local Planning Authority and any necessary amendments incorporated into the proposals before work commences on the highway.

25. PRE-COMMENCEMENT CONDITION

The development hereby permitted shall not be commenced until such time as a scheme to install underground petrol tanks has been submitted to, and approved in writing by, the local planning authority.

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London
W1D 3QW



Head of Planning, Regeneration and
Regulatory Services

The scheme shall include

- The full structural details of the installation, including details of: excavation, the tank(s), tank surround, associated pipework and monitoring system.
- Proposals for groundwater monitoring up and down gradient of the tanks

The scheme shall be fully implemented and subsequently maintained, in accordance with the scheme, or any changes as may subsequently be agreed, in writing, by the local planning authority.

26. Piling using penetrative methods shall not be permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

27. No more than 929 sqm of the floorspace hereby permitted in respect of unit 1 shall be used for food retail purposes (including cigarettes and alcohol) and no more than a total of 185sqm of floorspace hereby permitted in respect of Units 2-10 shall be used for food retail purposes (including cigarettes and alcohol).

The reason(s) for the condition(s) is(are):

1. To comply with the provisions of Section 91 of the Town and Country Planning Act 1990.
2. To ensure the development is carried out in a co-ordinated manner and the retail units are served by an adequate highway network and parking provision.
3. In the interests of visual amenity.
4. In the interests of the amenities of nearby residential properties.
5. In the interests of the amenities of nearby residential properties.
6. In the interests of the visual amenity of the Conservation Area.
7. In the interests of visual and residential amenity of the nearby residential properties.
8. To ensure compliance with Disability Discrimination legislation.
9. To ensure effective drainage facilities are provided for the proposed development and that no adverse impact occurs to the environment or the existing public sewerage system.
10. To prevent the risk of flooding.
11. To ensure in the interests of visual amenity a satisfactory standard of landscaping in conjunction with the development.
12. To ensure a satisfactory standard of development, in the interests of visual amenity.
13. To prevent any harm to issues of archaeological importance.
14. To prevent hydraulic overloading of the public foul/combined sewerage system, to protect the health and safety of existing residents and ensure no detriment to the environment.
15. To protect the integrity of the public sewerage system.
16. To protect the integrity of the public sewer and to avoid damage thereto.
17. In the interests of the amenities of nearby residential properties.
18. In the interests of the amenities of nearby residential properties.
19. To ensure minimal disturbance to residential properties, existing businesses and the existing highway network during construction phases.
20. To ensure that the improvements to the highway network are constructed to Highway Authority standards and, in the interests of traffic safety, capable of catering for the amount of traffic that is likely to be generated by the proposal.
21. In the interests of traffic safety.
22. To provide for the parking of vehicles clear of the highway and to encourage the use of sustainable means of transport.

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23. To encourage the use of sustainable means of transport.
24. In the interests of traffic safety.
25. To ensure that hazardous substances do not enter groundwater.
26. Deep ground piling techniques through contaminated land can cause groundwater contamination.
27. In order to create and acceptable mix of food and non-food retail use in the scheme.

PLANNING POLICIES RELEVANT TO THE DECISION

DENBIGHSHIRE UNITARY DEVELOPMENT PLAN (adopted 3rd July 2002)
Strategic Policies 1,5,6,7,10,11 and 13

Policy GEN 1 – Development within development boundaries
Policy GEN 2 – Development of un-annotated land
Policy GEN 6 – Development Control requirements
Policy GEN 8 – Planning Obligations

Policy CON 1 – Setting of Listed Buildings
Policy CON 5 – Development within Conservation Areas
Policy CON 6 – Development Adjacent to Conservation Areas
Policy CON 11 – Areas of Archaeological importance
Policy ENP 4 – Foul and Surface Water drainage
Policy ENP 6 – Flooding
Policy ENP 7 – Unstable Land
Policy EMP 1 – Employment Land
Policy EMP 4 – Employment development within development boundaries
Policy EMP 10 – Protection of employment land
Policy RET 1 – Town and District Centres
Policy RET 3 – Food supermarkets
Policy RET 4 – Non-food retail stores and warehouses
Policy RET 7 – Fringe areas adjacent to town and district centres
Policy TRA 6 – Impact of new development on traffic flows
Policy TRA 8 – Transport requirements in major developments
Policy TRA 9 – Parking and servicing provision

Supplementary Planning Guidance Notes 2, 8, 13, 14, 15, 18, 21
Denbighshire Retail and Leisure Study

SPECIAL NOTES TO APPLICANT

Advisory Notes

If a connection is required to the public sewerage system, the developer is advised to contact Dwr Cymru Welsh Water's Network Development Consultants on 01443 331155.

SEWAGE TREATMENT

No problems are envisaged with the Waste Water Treatment Works for the treatment of domestic discharges from this site.

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Regulatory Services

WATER SUPPLY

A water supply can be made available to serve this proposed development. The developer may be required to contribute, under Sections 40 - 41 of the Water Industry Act 1991, towards the provision of new off-site and/or on-site watermain and associated infrastructure. The level of contribution can be calculated upon receipt of detailed site layout plans which should be sent to New Connections Design Department, Players Industrial Estate, Clydach, Swansea, SA6 5BQ.

It should be noted that Network Rail has been in discussion with the developer over a Network Rail access road that runs through the site and will have to be altered due to the works on site. Network Rail are still in discussion regarding the actual access path route but we would like to comment that whichever access route is decided upon we would request that any access gates are not blocked or have the potential to be blocked by any car parking spaces or any structures either permanent or temporary that may impede Network Rail for accessing its land, especially in the case of an emergency.

You are advised that on the basis of the potential for the presence of bats in the locality, to incorporate bat friendly features in the proposed buildings.

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NOTES TO APPLICANT

1. APPEALS AGAINST REFUSAL OF PLANNING PERMISSION, OR IMPOSED CONDITIONS

- 1.1 If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission or approval of the proposed development, or to grant permission or approval subject to conditions he/she may by notice served within six months of receipt of this notice, appeal to the Planning Inspectorate in accordance with Section 78 of the Town and Country Planning Act 1990. The Planning Inspectorate has power to allow a longer period for the giving of notice of appeal, but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Planning Inspectorate is not required to entertain an appeal if it appears to them that permission for the proposed development could not have been granted by the Local Planning Authority, or could not have been granted otherwise than subject to the conditions imposed by them having regard to the provisions of Section 70 and 72(1) of the Town and Country Planning Act 1990, the Development Order and any directions given under that Order.
- 1.2 If permission to develop land is refused or granted subject to conditions, whether by the Local Planning Authority or by the Planning Inspectorate, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted he may serve on the Council of the County in which the land is situated, as the case may be, a Purchase Notice requiring that Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.
- 1.3 In certain circumstances, a claim may be made against the Local Planning Authority for compensation, where permission is refused or granted subject to conditions by the Planning Inspectorate on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Part V of the Town and Country Planning Act 1990.

2. THE CHOICE OF APPEAL PROCEDURES

- 2.1 There is a choice of three appeal procedures and the Planning Inspectorate will co-operate with you, or your agent, in enabling your appeal to be processed in the way you would prefer. But there may be a few occasions when the Planning Inspectorate has to use a procedure which is not your own preference, in order to ensure that all aspects of the appeal are thoroughly and fairly considered. When this happens, the Planning Inspectorate will explain why.
- 2.2 The available appeal procedures are:
- i. by written representations which you and the Local Planning Authority make, followed by an accompanied or unaccompanied inspection of the appeal site by the appointed Inspector.
 - ii. by written representations which you and the Local Planning Authority make, followed by an Informal Hearing conducted by the appointed Inspector who hears oral representations from interested parties which may continue on an accompanied inspection of the appeal site.
 - iii. by a formal Local Inquiry conducted by the appointed Inspector following submission of proofs of evidence/statements of case. The Inspector hears representations from interested parties, allowing cross-examination of witnesses, and undertakes an accompanied inspection of the appeal site.

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The procedures described in i. and ii. are likely to enable you to receive the quickest possible decision on your appeal, as the procedures for exchanging written representations are tightly timetabled. Written representations or Hearings are not suitable for cases which have generated substantial third party representations, or which involve cases where it is desirable to cross-examine evidence.

The procedure described in iii. is usually the slowest and most expensive method of appealing and you should only opt for this procedure if you have good reason to ask for a local hearing of your appeal. Normally, local inquiries are confined to those cases that require advocacy.

- 2.3 Should the appellant wish the Planning Inspectorate to appoint a Welsh speaking Inspector to hear any appeal against the Local Planning Authority's decision, the request should be made to the Planning Inspectorate when notice of the appeal is forwarded.

THE ADDRESS FOR APPEALS AND APPEAL FORMS

- 2.4 All appeals have to be submitted to the Planning Inspectorate within the relevant period of the date of the Local Planning Authority's decision against which you are appealing. The best way to appeal is to complete the Planning Inspectorate's official appeal form which may be obtained from:

THE PLANNING INSPECTORATE, CROWN BUILDINGS, CATHAYS PARK, CARDIFF, CF10 3NQ.

- 2.5 The telephone number is 029 2082 3308, if you need more information or advice from the Planning Inspectorate.

3. COMPLIANCE WITH APPROVED PLANS AND CONDITIONS

- 3.1 You are reminded that any permission or consent must be carried out strictly in accordance with the approved plans, and any conditions attached to the certificate of decision. If any amendments are proposed to the plans, you should not proceed without obtaining the written approval of the Local Planning Authority. Any proposed amendments must be notified to the Head of Planning Services in writing with detailed plans suitably revised to illustrate the changes proposed. The Head of Planning Services will advise in writing whether the amendments can be accepted within the terms of the permission granted, or whether a fresh application is required. You are reminded in accordance with other Notices that it will also be necessary for you to ensure that amendments are acceptable to the other County Council Departments and statutory bodies where separate legislation applies.
- 3.2 Responsibility for the accuracy of the detailed plans and drawings forming part of the submission rests with the applicant, agent or developer.
- 3.3 Applications for Compliance with Conditions - If this Decision Certificate includes conditions requiring the further consent, agreement, or approval of the planning authority, you should submit the information required for consideration by way of a letter stating the reference number of the permission and the condition in question, and with a suitable description of the proposed details, and plans or drawings to a recognised metric scale. No fee is required in connection with this type of application. The planning authority has eight weeks to determine such an application.
- 3.4 Proceeding Without Permission - Any further development carried out prior to the grant of the relevant permission/consent, without compliance with the plans and particulars forming part of this permission, or without compliance with the conditions of this permission, is entirely at the owner/developer's own risk, and may oblige the planning authority to take formal Enforcement Action.

4. REQUIREMENT FOR SEPARATE CONSENTS

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London
W1D 3QW


Head of Planning, Regeneration and
Regulatory Services

- 4.1 It is important to appreciate that this decision certificate relates solely to an application submitted in accordance with the Acts/Regulations specified on the first sheet of this document. The Certificate does not convey any approval which may be required under separate legislation or from other statutory bodies, and does not override any private legal restrictions which may prevent the implementation of the proposal. (e.g. development on land in third party ownership).
- 4.2 Your particular attention is drawn to the possibility that the proposal MAY require Building Regulations Consent or oblige compliance with regulations under the control of the Council's Public Protection Officer. The onus rests on the applicant, agent or developer to ensure all relevant consents are obtained in connection with any development.
- 4.3 The erection of building extensions or other property alterations may give rise to important issues affecting the provision of gas, electricity, water and/or telephone services for an occupier and his/her neighbours. In certain circumstances interference may contravene legislation and you are advised that if it is possible that the provision of any service to the premises is within the area of a proposed extension or alteration you should notify the appropriate authority prior to commencing the works.
- 4.4 Where development involves works on or close to a boundary, including on shared internal walls, compliance may be necessary with the requirements of the Party Walls etc.. Act 1996, and you should obtain separate legal advice on this matter. The Local Planning Authority is not responsible for the enforcement of The Party Walls etc.. Act, or for resolving private legal disputes arising therefrom.

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Schedule 2

The Owner and Developer's Covenants

1 Highways

1.1 The Developer and the Owner hereby covenants with the Council to either:

- (a) enter into a Section 278 Agreement with the Council for the purpose of carrying out Highway Works Scheme A SUBJECT TO:
 - (i) the Council providing written confirmation that they have obtained and secured the Grant;
 - (ii) the Council providing written confirmation that they have completed the Land Acquisition;
 - (iii) the Council confirming in writing that all the Grant can and shall be used for the works required for that part of the Highway Works Scheme A as shown edged red on Plan 8 and in accordance with the specification appended to this Deed;
 - (iv) The Developer and the Council entering into the Funding Agreement;
 - (iv) the Council obtaining any necessary Cabinet approval authorising the Developer to carry out Highway Works Scheme A prior to the Longstop Date; and
 - (v) the Owner's and the Developer's liability under the Highway Scheme A being limited to those works required as shown on Plan 2; or
- (b) in the event the Council does not complete the Land Acquisition and/or obtain the Grant by the Longstop Date the Owner and/or the Developer shall enter into a Section 278 Agreement to carry out the Highway Works Scheme B

1.2 The Owner and the Developer hereby covenant with the Council that:

- (a) subject to paragraphs 1.2 (b) and 1.2 (c) below the Developer shall use reasonable endeavours to agree and complete the Section 278 Agreement (whether required pursuant to paragraph 1.1(a) or 1.1(b) above) and the Funding Agreement (if Highway Works Scheme A proceeds) within one month of the Longstop Date or other such time period as may be agreed in writing between the Developer and the Council and not to commence the Highway Works Scheme without such agreement being in place
- (b) any obligation in the Section 278 Agreement to commence either Highway Works Scheme A or Highway Works Scheme B shall be conditional upon the Developer providing the Council with prior written notice of their intention to Commence Development pursuant to the Planning Permission or in default of such notice being served then upon Commencement of Development;
- (c) any obligation in the Section 278 Agreement to commence either Highway Works Scheme A or Highway Works Scheme B shall be conditional upon the Highways Land being transferred to the Council

- (d) the Owner's liability pursuant to any Section 278 Agreement shall be limited to its capacity as freeholder of the land which shall be dedicated and it is hereby acknowledged that the Owner shall not be bound by any obligation to carry out the works

2 Listed Building

2.1 The Owner and the Developer hereby covenant with the Council:

- (a) to Practically Complete the Listed Building Works prior to first Occupation of the Development
- (b) in relation to the internal works for the Listed Building the Owner shall:
 - (i) prior to first Occupation of the Listed Building to Practically Complete any internal works to the Listed Building required in order to bring the Listed Building into use; or
 - (ii) in the event the Council agree to accept a transfer of the Listed Building and the internal works referred to in paragraph 2.1(b)(i) have not been carried out the Owner shall upon the transfer of the Listed Building pay a contribution of £50,000 towards the cost of carrying out the internal works in the Listed Building
- (c) that at any time following the Commencement of Development the Council may request in writing the transfer of the freehold of the Listed Building to the Council for a peppercorn SAVE THAT this obligation may be terminated by the Owner or the Developer at any time by providing the Council with written notification to this effect.

3 Community Fund

3.1 The Owner and the Developer hereby covenant with the Council to pay the Community Fund to the Council prior to first Occupation of the Development

4 Travel Plan

4.1 The Developer hereby covenants with the Council to meet all costs and other expenses incurred in creating and implementing the Travel Plan including the costs fees and other expenses of the Council in approving and monitoring the implementation of the said Travel Plan provided that the Developer's liability to pay such costs fees and expenses shall not exceed £1,000

5 Car Parking

5.1 The Developer hereby covenants with the Council that from first Occupation of the Development the Developer shall provide a minimum of two hours free Customer Car Parking for customers and visitors to the Development

Schedule 3

Council's Covenants

1 Listed Building

1.1 The Council hereby covenants with the Owner and the Developer to:

- (a) pay the financial contribution referred to at paragraph 2 of schedule 2 into an interest bearing account yielding interest at a good commercial rate;
- (b) supply, on the Owner's written request, a written statement of the purposes to which the financial contribution referred to above has been applied and the money allocated for each purpose; and
- (c) if the contribution referred to above or any part of it, and all accrued interest on it under paragraph 1, has not been spent for the purpose for which it was paid within 5 years of the date of payment, the Council shall repay the money unspent to the payee within 14 days of the end of that period.

2 Highways

2.1 The Council covenants with the Owner and the Developer:

- (a) to use all reasonable endeavours to obtain the Grant and to complete the Land Acquisition prior to the Longstop Date;
- (b) prior to the Longstop Date to confirm in writing whether the Council have obtained the Grant and completed the Land Acquisitions;
- (c) to pay the Grant to the Developer within 30 days of receipt of any invoice(s) from the Developer;
- (d) that the Council has in place all the necessary Consents to enable the Developer to enter into a s278 Agreement pursuant to paragraph 1.2 of Schedule 2 to this Deed and to commence works in relation to Highway Works Scheme A;
- (e) to indemnify the Developer in respect of any claims, costs or liabilities arising as a result of the failure of the Council to comply with its obligation pursuant to paragraph 2.1(d) of this Schedule 3 above; and
- (f) to use reasonable endeavours to agree and complete the Funding Agreement (if Highway Works Scheme A proceeds) within one month of the Longstop Date.

3 Community Fund

3.1 The Council hereby covenants with the Owner and the Developer to:

- (a) pay the financial contribution referred to at paragraph 3 of schedule 2 into an interest bearing account yielding interest at a good commercial rate;
- (b) supply, on the Owner's written request, a written statement of the purposes to which the financial contribution referred to above has been applied and the money allocated

for each purpose; and

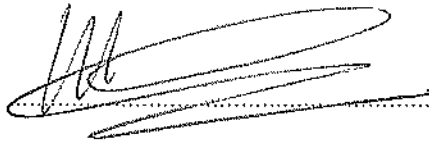
- (c) if the contribution referred to above or any part of it, and all accrued interest on it under paragraph 3.1(a), has not been spent for the purpose for which it was paid within 5 years of the date of payment, the Council shall repay the money unspent to the payee within 14 days of the end of that period.

4 Purchased items

- 4.1 The Council hereby covenant with the Owner and the Developer that upon completion of a Section 278 Agreement pursuant to paragraph 1.1 (a) of Schedule 2 hereof the Council shall forthwith provide and make available the Purchased Items to the Developer at no cost.

Executed as a deed by **Tesco Stores Limited**
under a power of attorney

Authorised signatory:

) 

In the presence of

Name of witness:

~~John Hill~~
~~John Hill~~

Signature of witness:

Address:



Shire Park, Welwyn Garden City

Occupation:


Herts DLT IAB
Secretary

)
)
)
)

Executed as a deed by
Stadium (Prestatyn) Limited
acting by two directors or by a director and its
secretary

) 
) Director
) 
) Director/Secretary

Signed and Delivered as a deed
for and on behalf of
The Royal Bank of Scotland plc
by a duly authorised Attorney
in the presence of:-

)
)
)
) 

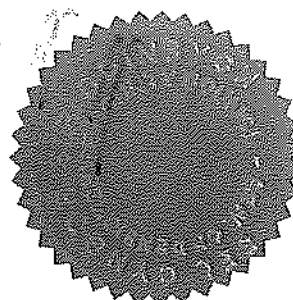


Witness' Signature - Bank Employee

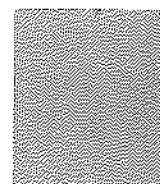
The common seal of
Denbighshire County Council
was affixed to this deed in the presence of

.....
Chairman

.....
Authorised Signatory



4221



[illegible]

← Z

DLA ARCHITECTURE

South Park Way | Wakefield WF1 7ZJ
 WAKEFIELD | 01924 856555
 Tel: 01924 856555 | Fax: 01924 856555
 Email: info@architects.co.uk
www.dba-architects.co.uk

PROJECT - PRESTATYN SHOPPING PARK

TITLE **SITE LOCATION PLAN**
BOUNDARIES COLOURED

SCALE _____ DATE _____

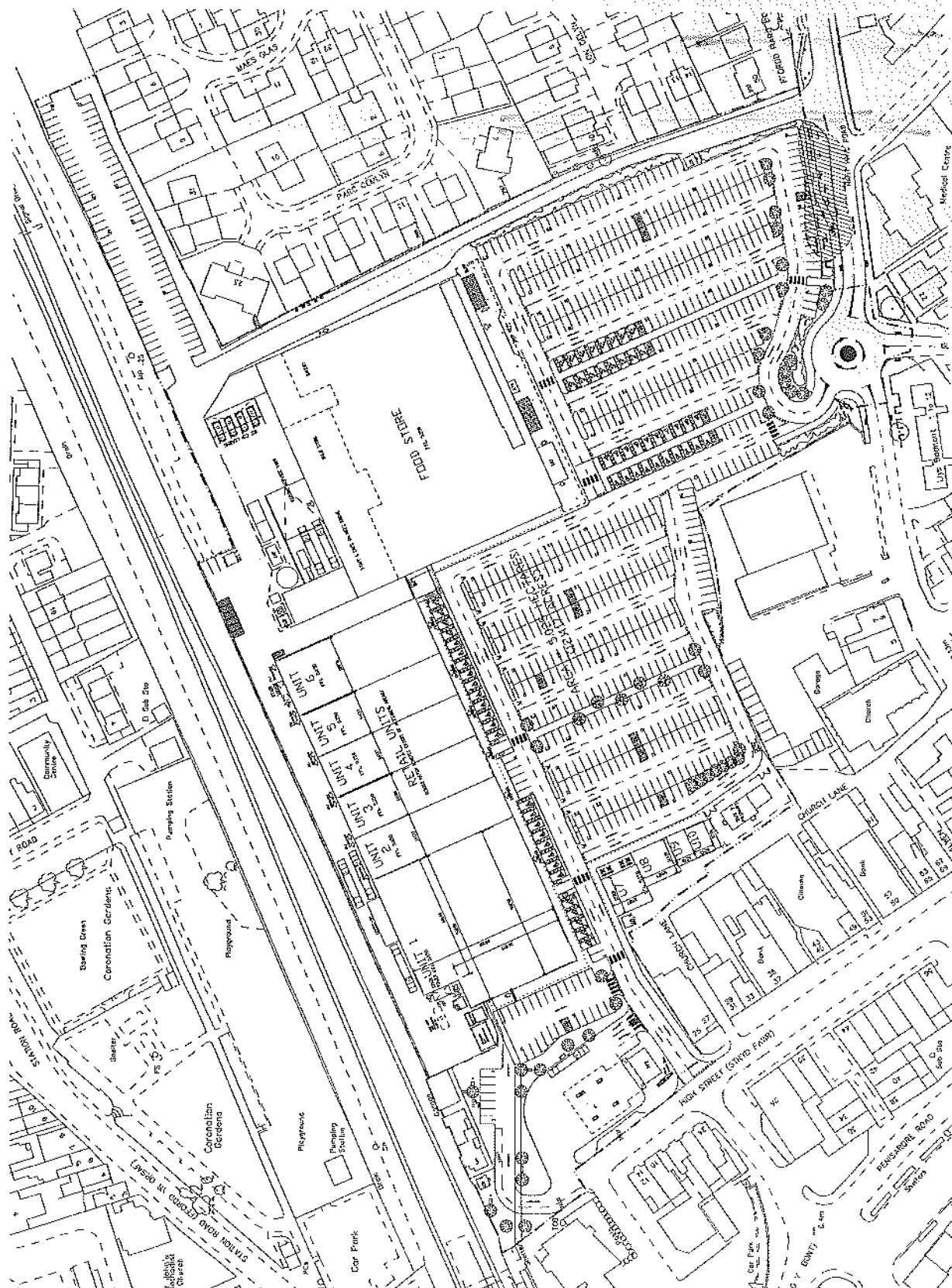
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REVISIONS

1015120103
2011/3/10

7.2G10231C-132CA, localizing to:



NOTES

PLAN 2

DATE: 23.02.2011

[Handwritten signature]

THE STADIUM GROUP

NANT HALL ROAD
PRESTATYN

OPTION A
OFFSITE HIGHWAY WORKS FOR BUS
STATION LAYOUT

1:500 @ A1

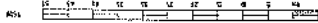
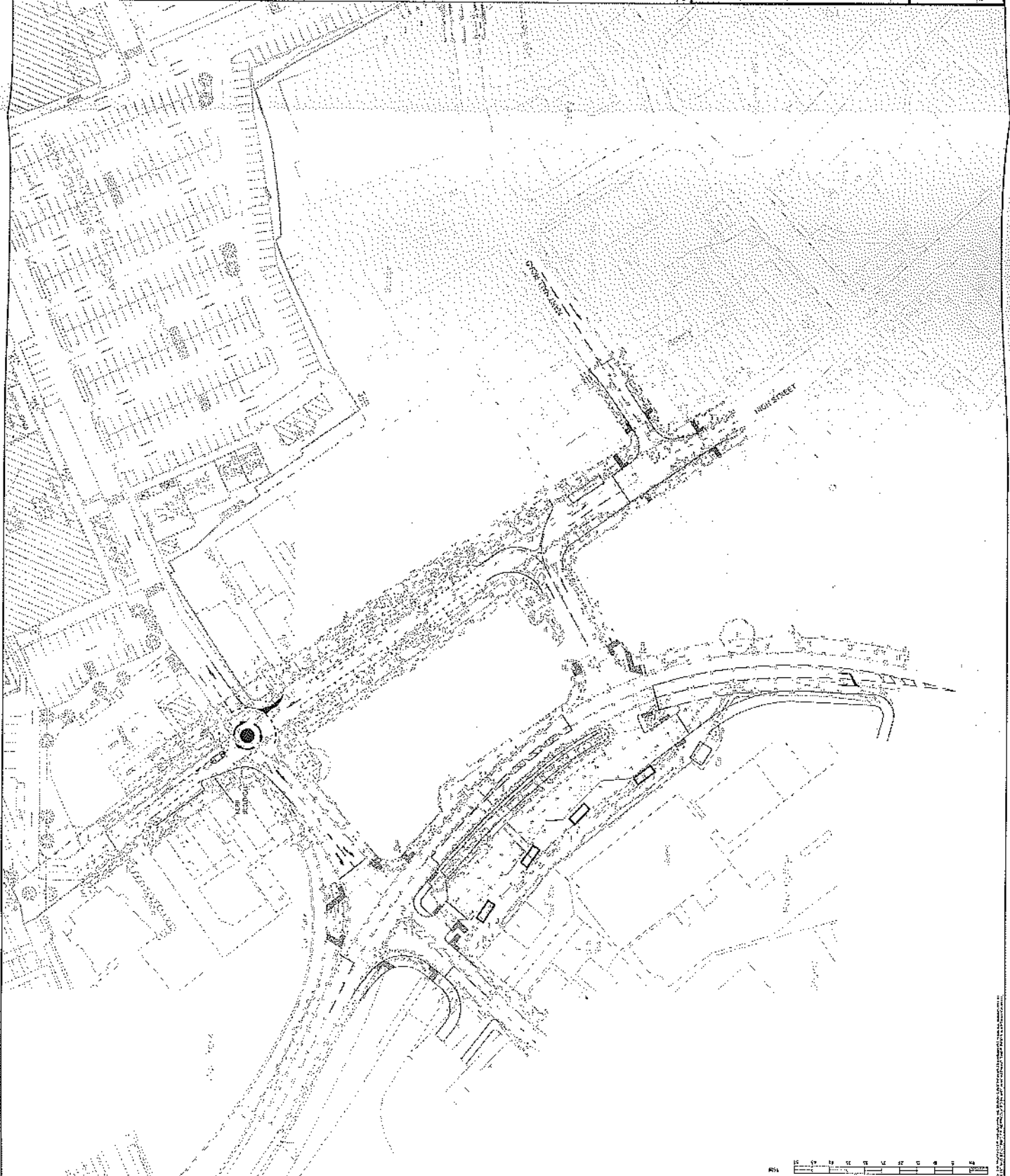
DATE: 23.02.2011

Savell Bird & Axon

CHARTERED SURVEYORS
PLANNING CONSULTANTS
ARCHITECTS

N71019_012

H



1:500 SCALE. DIMENSIONS SHOWN ARE APPROXIMATE. DIMENSIONS TO BE CONFIRMED BY SURVEY.

NOTES



PROVISIONAL AND TO BE APPROVED BY
GREENWICH COUNCIL

PLAN 3

[Handwritten signature]



THE STADIUM GROUP

NANT HALL ROAD
#1000 PRESTATYN

OPTION B
OFFSITE HIGHWAY WORKS

1:500 @ A1

DATE: 22.02.2011

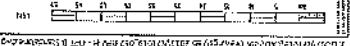
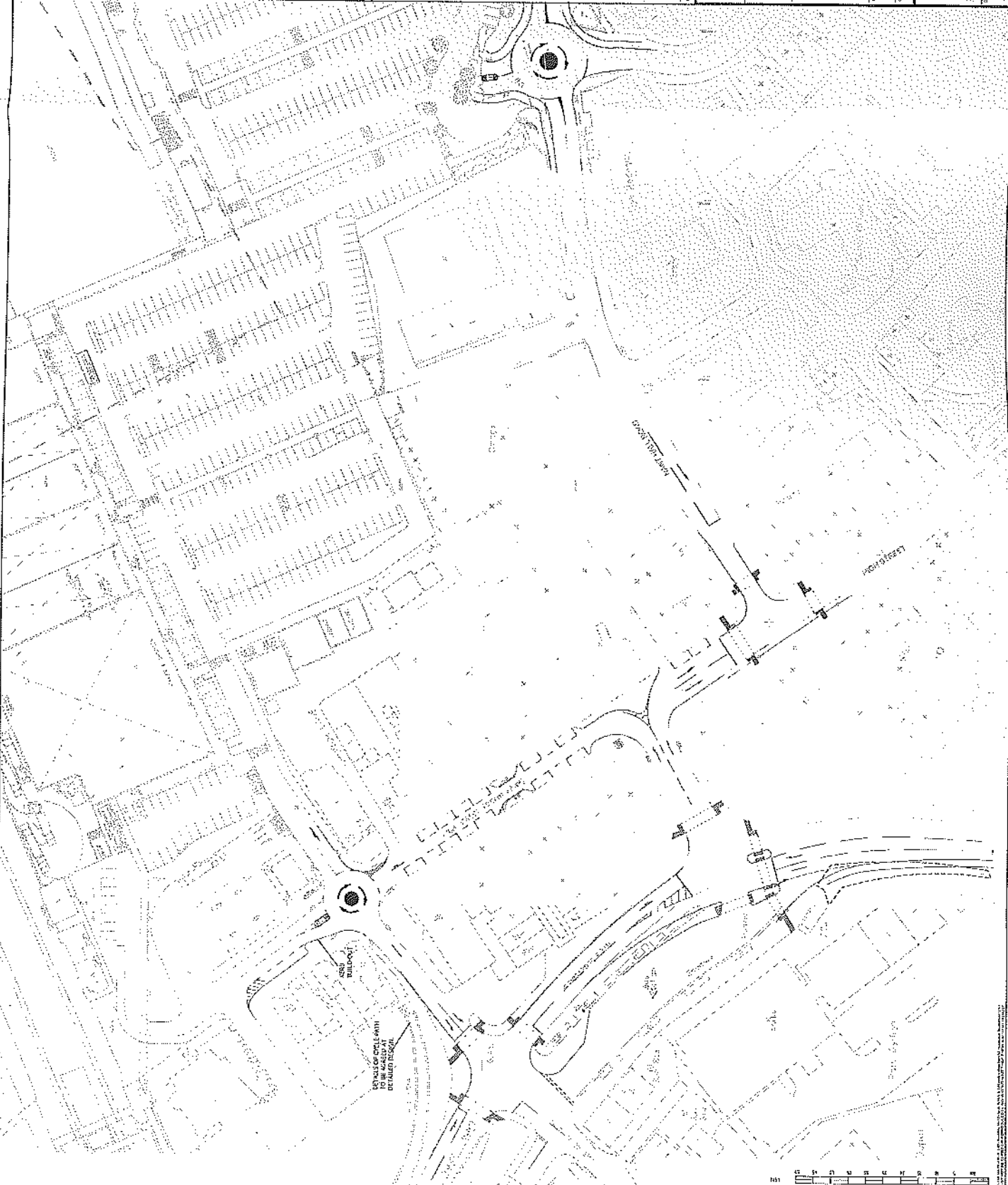


Savell Bird & Axon

1111 FIVE WYD DRIVE
PRESTATYN, Gwynedd, LL23 7AB, UK
TEL: 01772 811111 FAX: 01772 811112

N71019_012

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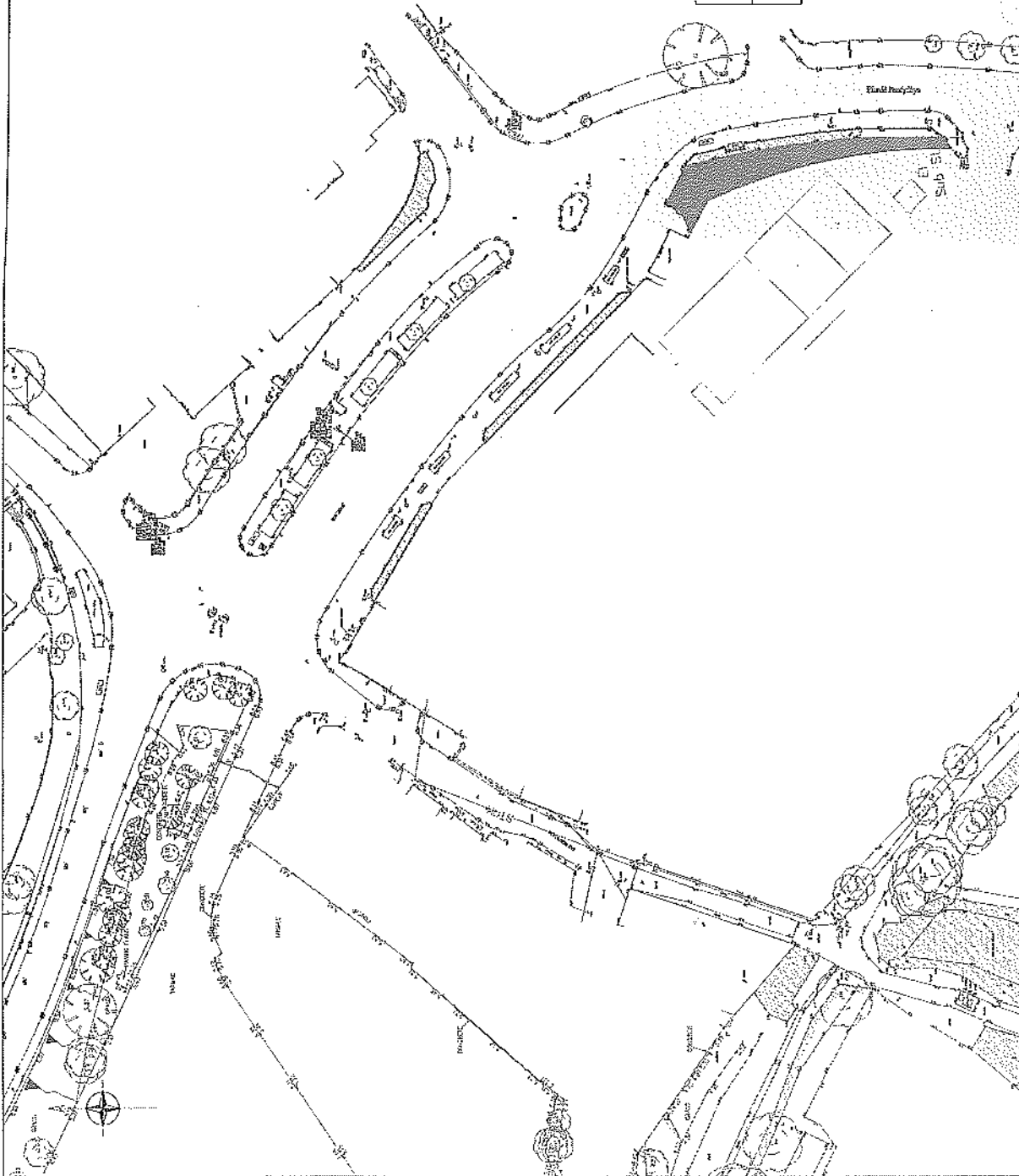



1:500 @ A1

PLAN 5



Plot No.	AREA	Land Owner	Tenant	Acquisition/Licence/Easement
1 (Pink)	20.3m ²	TESCO	N/A	Acquisition



 Denbighshire COUNCIL Sir Ddinbych, county COUNCIL Penneoth Tremidideth ac Isadeiledd Head of Transport and Infrastructure ADRIAN TRAFNIDIAETH AC ISADEILEDD DEPARTMENT OF TRANSPORT AND INFRASTRUCTURE		H1/07127/D/03C	
BASED UPON VERGUS OVERHEAD SURVEY WORK WITH THE PERMISSION OF THE CONTROLLER OF THE LANDS OFFICE, CROWN COPYRIGHT. NOT TO BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF THE LANDS OFFICE, CROWN COPYRIGHT.		PRESTATYN BUS STATION PROPOSED LAND ACQUISITION PLAN	
07127 1:500 @ A2 SJ0862 NB EP	A Original Drawing B Land Ownership Amended C Lane Acquisition Amended	19/02/11 19/02/11 19/02/11	H1/07127/D/03C

For Information
DLA ARCHITECTURE

1000 Bell, Ring | Washington, DC 20004-4400
 202/462-6000 | www.fda.gov
 301/443-1222

RESTAYN SLEEPING PILL
800-769-2222

TESTED RAILWAY BUILDINGS EXISTING PLANS

09-100
PART
13:45:10
09-100

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 $\frac{1}{2} \ln \frac{1 + \sqrt{1 - 4x}}{1 - \sqrt{1 - 4x}}$

Fig. 1. Time of day of the maximum of the diurnal rhythm of the activity of the *Chironomus tentans* in the water column.

[illegible][illegible]

A vertical strip of a film negative, likely from a microfilm or a similar archival format. The strip shows a variety of patterns and textures, including a prominent checkered pattern at the bottom. The top portion of the strip is dark and appears to be a solid block of material, possibly a piece of tape or a different type of film. The overall appearance is that of a physical record of digital data.

[illegible]

1 STATION HOUSE EXG. GROUND FLOOR PLAN
Scale 1/50

3 GOODS SHED EXG. GROUND FLOOR PLAN

2 STATION HOUSE EXS. FIRST FLOOR PLAN



PLAN 7

1. GENERAL NOTES

2. MATERIALS

3. DIMENSIONS

4. FINISHES

5. EQUIPMENT

6. ELECTRICAL

7. PLUMBING

8. HEATING

9. COOLING

10. VENTILATION

11. LIGHTING

12. SOUND

13. SAFETY

14. OTHER

FOR INFORMATION

1. GENERAL NOTES

2. MATERIALS

3. DIMENSIONS

4. FINISHES

5. EQUIPMENT

6. ELECTRICAL

7. PLUMBING

8. HEATING

9. COOLING

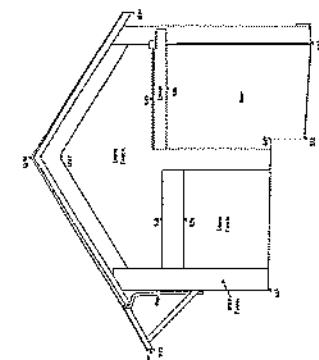
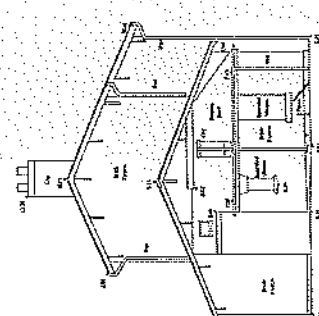
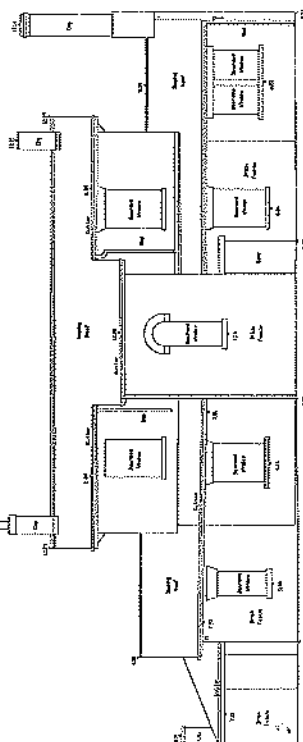
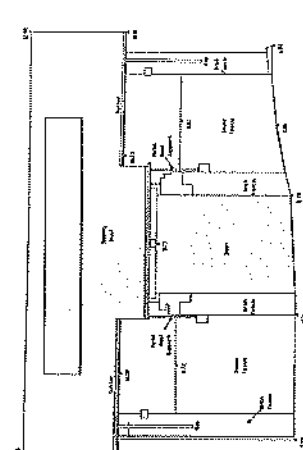
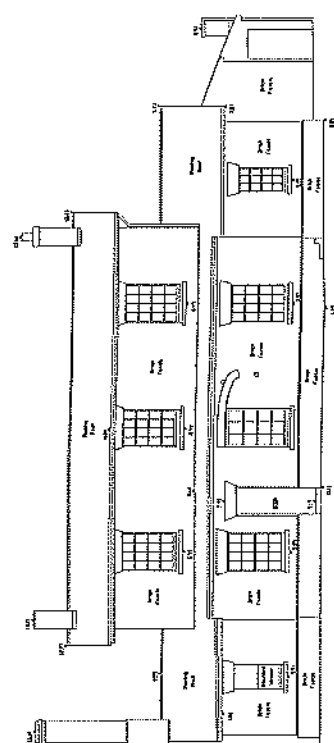
10. VENTILATION

11. LIGHTING

12. SOUND

13. SAFETY

14. OTHER



CLUSTER BAYWAY BUILDING ELEVATION A

CLUSTER BAYWAY BUILDING ELEVATION C

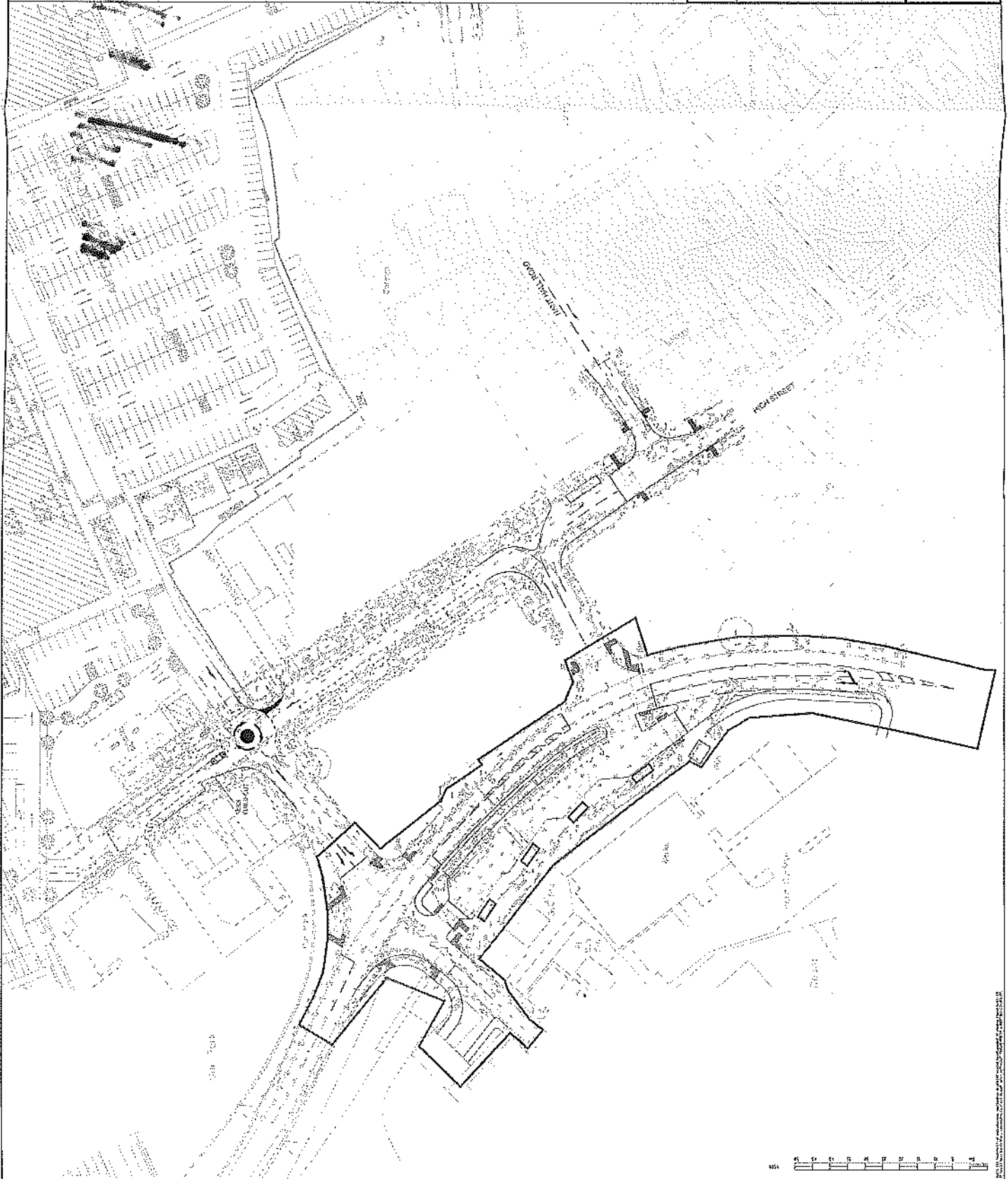
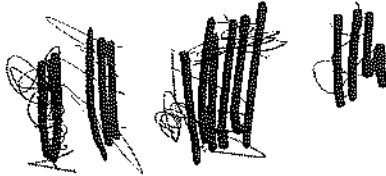
CLUSTER BAYWAY BUILDING ELEVATION B

CLUSTER BAYWAY BUILDING ELEVATION D

NOTES

PLAN 0

DATE: 23.02.2011



THE STADIUM GROUP

NANT HALL ROAD
PRESTATYN

OPTION A
OFFSITE HIGHWAY WORKS FOR BUS
STATION LAYOUT

1:500 @ A1

DATE: 23.02.2011

Savell Bird & Axon

Drawn: J. Bird
Checked: J. Axon
Date: 23.02.2011

N71019_012_

H

H.M. LAND REGISTRY

TITLE NUMBER

WA587050

ORDNANCE SURVEY
PLAN REFERENCE

510683

SECTION U

Scale
1:1250

COUNTY CLWYD ADMINISTRATIVE AREA DISTRICT

IRISH CANAL

SECTION 11
GIB GIBSON

(1) Crown right of light

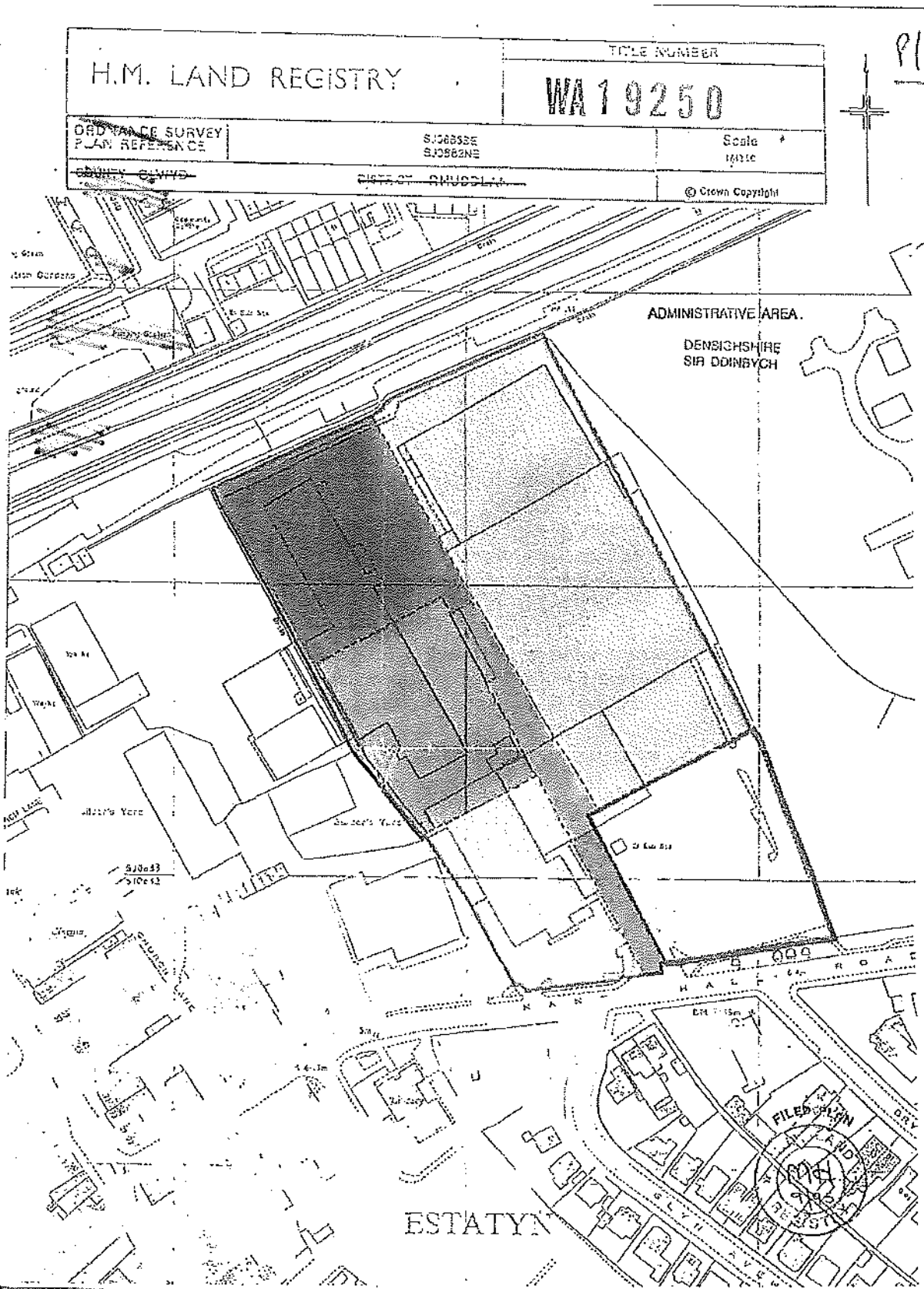
Plan 9
~~Handwritten scribbles and signatures~~

510683 SE
510683 NE

Dept.

HANT HALL ROAD





Plan 10

~~ADVERSE~~
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This official copy is issued, and shows the state of this title plan, on 14 March 2008 at 11:34:12.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.
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JOB NO: 2010-113

EXISTING LISTED STATION BUILDINGS

PRESTATYN, NORTH WALES

SPECIFICATION NOTES

26 NOVEMBER 2010

TO BE READ IN CONJUNCTION WITH SCHEDULE OF WORKS FOR EXISTING LISTED STATION BUILDINGS.

Lime mortar specification

Lime Pointing specification for brickwork & stonework.

All joints to be raked out with hand tools to a depth of 25mm or at least twice the width of the joint if greater. Care to be taken to avoid damaging the arrises and no joint widened to admit pointing material. The use of cutting discs or other power tools to rake out joints will NOT be allowed under any circumstance

Clean out the joints with a soft bristle brush and to be flushed out with water avoiding undue saturation. Joints are to be filled with mortar well pressed back by tamping in. Pointing to commence at the top of the wall. The mortar for re-pointing is to be a natural hydraulic lime based mortar of 1:3 mix comprising of 1 part hydraulic lime (NHL 3.5) and 3 parts well graded sharp sand. All quantities are by volume and to be accurately measured using gauging boxes.

Provide a sample panel for inspection by supervising officer beforehand. The mortar is to be well stemmed into the joints and finished slightly behind the face of the stone at the original joint width following irregularities and preserving the outline and shape of each stone. For brickwork the mortar is to be finished flush with the bricks. After the initial set has taken place, the face of the mortar is to be tapped with a stiff bristle brush to remove all marks and expose the aggregate.

Protect the surface of the walls from direct sun, rain and wind until mortar has hardened. Hessian sheets are to be used for protection. Mortar is not to be allowed to dry too quickly and this can be achieved by covering with damp hessian sheets when required.

(Refer to the attached Castle Natural Hydraulic Lime NHL 3.5 Data Sheet for further technical information)

Lime render specification

Three coat hydraulic lime render (NHL 3.5) as detailed below .
(Please note hydraulic lime is not to be confused with hydrated lime)

Hack off the existing render and rake out joints, remove all loose material and dub out any deep holes with lime mortar, prepare wall by damping the wall before applying each coat of render.

Render to be 1:3 mix lime / sand mortar comprising of Natural Hydraulic Lime (NHL 3.5) and well graded



washed sharp sand. Add 5kg of hair to 1m³ of coarse stuff (first & second coats only)
First scratch coat to be 8mm thick, second float coat to be 8mm thick and third finish coat to be 6mm thick with wood float finish.

Mixing should be done accurately using gauging boxes and hair teased into mix gently.
Protect the render from the weather in between coats and for a period after until render has 'gone off' by covering with hessian sacks hung clear of the coating, keep the sacks damp if conditions require it to prevent premature setting and uneven drying.

Lime render not to be applied when temperature at 5 degrees or falling.

Only breathable paint to be applied

(Refer to the attached Castle Natural Hydraulic Lime NHL 3.5 Data Sheet for further technical information)

Glass Specification.

Any replacement glass is to be Victorian Sheet period glass as supplied by The London Crown Glass Company or equal approved.

Appearance:

The glass is clear but has a pleasing gentle wave in all directions and gives the effect of handblown Cylinder glass, although it does not have the small imperfections such as seeds (small air bubbles) or ream (fold-like marks) found in old window glass.

Specification:

Thickness 3mm nominal.
Cut to suit existing window sizes.
(Maximum available size 1500mm X 1000mm)

Cleaning Paint

The existing paint is to be removed from the face of the existing masonry utilising either the TORC system (Previously known as JOS) or DOFF system.

TORC system (originally JOS)

To Remove: *Carbon sulphation, lime & cement based paints & residues, some very old oil based paints, oxidised bitumen, lime scale. (mostly inflexible matter).*

The TORC system creates a gentle swirling vortex using a mixture of low air pressure, little water and a safe inert fine granulate. The original JOS system has since been developed into the more effective TORC.

The Torc Head has been modularised into separate components which has resulted in an even more efficient and gentler swirling vortex using even less water and granulate. The removable nozzle cone can easily be changed so that a larger cone can clean larger areas such as ashlar or a smaller nozzle cone for

more intricate detail such as an elaborate capital or rustications.

Only appropriate approved granulates should be used so that the substrate is not damaged.

DOFF system (superheated water/steam)

To Remove: *Many paint coatings certain types of graffiti, bird or vermin fouling, algae, moss, fungi and other biological matter, wax coatings, bitumen oil & grease soiling, dirt & grime, chewing gum, organic contamination stains from lipstick & mascara, some anti graffiti coatings & bird gels, (mostly flexible matter).*

This is unlike any other steam system. It can genuinely achieve 150°C at the nozzle end. The operator is able to vary the temperature and pressure to remove either many types of paint or biological matter. The steam/superheated water will not only remove moss, algae, fungi and other biological matter but will also kill off the spores so that there is no need to use a chemical biocide either in the removal or as a protection against further biological activity as re-growth will not return any sooner.

When the temperature in the system is high the pressure on the surface being cleaned is very gentle and the volume of water is low. The surface is therefore not saturated and will be dry within minutes.

Provide a sample panel for inspection by supervising officer beforehand.

EN 12620	EN 12620	EN 12620
EN 12620	EN 12620	EN 12620

Castle Natural Hydraulic Lime NHL 2, 3,5 and 5 technical specification

Castle Natural Hydraulic Limes offer a range of feebly (NHL 2), moderately (NHL 3,5) and eminently (NHL 5) hydraulic lime produced to meet the requirements for mortar, render and plaster for conservation, restoration and new build construction. They meet the requirements of BS EN 459-1 : 2001 type NHL Natural Hydraulic Lime strength classes 2, 3,5 and 5.

They provide a range suitable for use in lime: sand mortars for stone, tile, brick and block laying, external rendering and internal plastering. They provide options for the whole range of climatic conditions encountered in the UK. They are particularly useful in designing mortars and renders to complement the strength of natural stone and soft brick construction. The high degree of whiteness facilitates production of quality architectural finishes and can be pigmented to supplement sand colours and provide matches for restoration work.

Applications

Castle Natural Hydraulic Lime as a constituent of lime: sand mortars can be used for a wide range of applications for jointing mortars, bedding tiles, renders and plasters. Using suitable sharp sand the mortar will have excellent workability and good water retention when applied to most bricks, blocks and surfaces to be bedded, rendered or plastered. The lower strength of natural hydraulic lime mortar compared with Portland cement based mortars allows mixes to be produced which complement the lower strengths of many natural stone and soft brick applications whilst improving plasticity and retaining a high level of cohesion with low shrinkage.

Castle Natural Hydraulic Lime mortars have excellent resistance to sulfates in either ground waters or in masonry. NHL 3,5 and NHL 5 mortars of lime: sand ratios of 1: 2½ and 1: 2 have good resistance to freezing and thawing actions.

General guide to mortar selection by building application

Building element	Hydraulic Lime Mortar designation
Internal walls	HLM 0.5
External walls	HLM 0.5 - 2.5
Facing to solid construction	HLM 1.0 - 2.5
Walls close to/below ground	HLM 2.5 - 3.5
Parapets, sills, lintels and cornices	HLM 2.5 - 3.5
Copings and cappings	HLM 2.5 - 5.0
Chimneys	HLM 3.5 - 5.0
Earth retaining walls	HLM 3.5 - 5.0
Masonry below water level	HLM 5.0

Notes:
Selection of mortar should take into account any structural requirements and the properties of the masonry units.
The mortar designation (see following table for individual mixes) is for average exposure conditions. Selection must take account of any special local environmental considerations such as prevailing wind, frequency of frosts, location (coastal, hill-side, protected), etc.

General guide to selection by hydraulic lime mortar designation (HLM)

HLM designation	Castle NHL 2 (lime: sand) by volume	Castle NHL 3,5 (lime: sand) by volume	Castle NHL 5 (lime: sand) by volume	Mean compressive strength (MPa) @ 28 days
HLM 5.0	-	-	1: 2	5.0
HLM 3.5	-	-	1: 2½	3.5
HLM 2.5	-	1: 2	1: 3	2.5
HLM 1.0	1: 2	1: 3	-	1.0
HLM 0.5	1: 3	-	-	0.5

Notes:

When selecting for mortar strength the effects of sand properties and the water content of this mix should be taken into account.

Technical guidance on the selection of binders for mortars and renders is available on request (see Castle Lime Putty, Castle Hydrated Lime and Castle Masonry Cement technical specification sheets). Further advice is obtainable from Castle's Technical Helpline on 0845 722 7853.

Quality

Castle Natural Hydraulic Lime is produced from the natural argillaceous limestone deposits in the quarries at the Izaourt and Sauveterre Works of SOCLIM in the South of France. The Quality Control at the works is backed by the extensive central Research and Development facilities of the Calcia Division of the Italcementi Group ensuring a high degree of consistency in performance and colour.

Strength

Very high strength is not normally required of building mortars. An unnecessarily strong mortar will concentrate the effects of any differential movement between the mortar and the brickwork and cracks may appear which could reduce the durability and increase the risk of penetration by rain. A weaker mortar will accommodate some differential movement between the mortar and the brickwork and if cracking does appear it will generally be distributed as hairline cracks in joints, thus preserving the integrity of the stone, bricks or blocks themselves. In general the mortar should be weaker than the masonry units. The use of natural hydraulic lime mortar imparts special properties to mortar of low shrinkage combined with elasticity and allows cracks to heal autogenously by continuing carbonation.

Mortar mix design

Natural hydraulic lime mortars gain strength by a combination of hydraulic action and carbonation. It is essential to consider the mix proportions of mortars with care. The following mix proportions provide a guide from which a mix can be selected to suit the construction and local environmental conditions. Other factors, such as the type of brick or stone, or the sand being used will affect the final mix selection.

Castle Natural Hydraulic Lime NHL 2, 3,5 and 5 technical specification

Table of standard mixes per 25kg bag of natural hydraulic lime

Composition by volume (lime:sand)	Sand content (15 litre bucket/ bag of lime)	Water addition approx (litres)*	Yield (m ³ /bag)	Castle NHL content (kg/m ³)
Castle NHL 2				
1:2	6	18	0.10	260
1:2½	8	21	0.12	215
1:3	10	23	0.14	180
Castle NHL 3,5				
1:2	6	14	0.09	275
1:2½	7	18	0.10	245
1:3	9	20	0.12	205
Castle NHL 5				
1:2	5	14	0.08	310
1:2½	7	16	0.10	255
1:3	9	20	0.12	215

* Water addition to mortar will depend on the moisture content of sand, quantities in table assume a moisture content of 7%.

Notes:

For the purpose of gauging sand a heavy-duty 15 litre bucket should be used. Sand should be clean, sharp and free of foreign or harmful materials. When mix proportions are by volume care should be taken, if the sand is either dry or excessively wet, to allow for bulking.

Backgrounds should be damp before application of render and the work should be kept damp for at least 24 hours after application.

Work should only be undertaken when the ambient temperature is above 5°C and below 30°C. During continuing cold weather, i.e. 5 – 10°C, consideration should be given to increasing the NHL strength class or mortar designation.

New work should be protected from direct sunlight and strong wind. In cold weather cover new work to protect against frost, rain or snow. In hot or fast-drying weather cover new work and keep damp for at least 72 hours.

Renderers

Choice of suitable mixes for renders follows a similar process to that for masonry mortars. In this case the properties of the substrate must be considered. The choice of sand will also be affected by the kind of finish required with finer sands being necessary for some smooth decorative renders and plasters. The overall mix durability in relation to exposure details will be similar to that for masonry mortar.

General guide to mortar for renders by substrate type

Substrate	First coat	Finish coat	Castle NHL
Weak or porous e.g. soft brick	1:2	1:2½	NHL 2 – NHL 3,5
Medium	1:2½	1:2½*	NHL 3,5 – NHL 5
Impervious e.g. dense brick	1:2½	1:2½*	NHL 3,5 – NHL 5
Plasterwork	1:2	1:3 finish on 1:2½ second coat	NHL 2 – NHL 3,5

* Each successive coat should be weaker and/or less thick moving away from the substrate. This can be achieved by mix proportions, NHL strength class and/or thickness of coat.

Mixing

It is essential that the lime is uniformly dispersed and that any fine agglomerations are broken down. The time of mixing will be controlled by the efficiency of the mixer. Roller-pan mixers and screed mixers have the most efficient action but simple tilting-drum cement mortar mixers can be used if a longer mixing time is allowed. If the job is sufficiently large use a mixer with a capacity for a full bag of lime.

The following sequence will be suitable for a tilting-drum mixer. When mixing wear protective goggles and water-proof gloves.

- Introduce half of the sand and add all of the lime, mix well for 2 to 5 minutes until a uniform colour is achieved.
- Stop the mixer and isolate the drive. Scrape down any material adhering to the back. Add the remaining sand and mix again for 2 to 5 minutes to get uniform dispersion.
- Continue mixing adding water slowly over at least 10 minutes and giving plenty of time for water to be fully incorporated. The mortar should be more like a dough than a slurry and the less water added to achieve this, the better the mortar performance will be.
- The longer the final mixing time the more workable (fatter) the mortar will be. Workability will be improved by allowing mixed mortar to stand for 15 minutes before re-mixing for a further 5 minutes. (In hot weather do not over-mix as water will be lost through evaporation).

Admixtures

Admixtures may be used with natural hydraulic lime mortars, subject to any limitations imposed by the job specification. In particular the use of air-entraining admixture in mortars and renders exposed to severe frost can be particularly beneficial. It is recommended that trial mixes are produced to establish optimum dosage consistent with the required strength.

Additions

Addition of pozzolanic materials can improve the hydraulic activity and performance in some applications of natural hydraulic lime mortars. Materials such as traditionally used crushed brick, Castle BS EN 450 Fly Ash, ground granulated blastfurnace slag or metakaolin may be used to increase the mortar strength designation. Addition of Castle Hydrated Lime or Castle Lime Putty will improve the mix plastic properties but reduce the mortar strength designation. It is recommended that trial mixes be produced to establish the optimum properties for a particular application.

For further information please contact:

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JOB NO 2010-113

EXISTING LISTED STATION BUILDINGS,
PRESTATYN, NORTH WALES.

SCHEDULE OF WORKS FOR EXISTING LISTED STATION BUILDING, 03 SEPTEMBER 2010

REV A: Updated following client review.

REV B: Updated following meeting with Conservation Officer on 1st November 2010.

PMD 03-09-10

APH 08-11-10

Refer to Schedule of Building Conditions Issue No2 02/09/2010

General Note

The aim of the works will be to conserve and retain as much of the original structure and fabric of the existing railway buildings as practicably possible.

All colours and joinery details, sizes and profiles are to be agreed with the Conservation Officer.

Prior to commencement of the works a meeting will be co-ordinated with the Conservation Officer to undertake a joint inspection of the existing buildings.

The following schedule sets out the developers proposed works.

Asbestos surveys are to be undertaken and submitted to Conservation Officer prior to commencement of the works.

Goods Shed Building

Roof

- Item 1 Carefully remove damaged roofing felt over existing roof light.
Remove water damaged orientated partial strand board from former roof light.
- Item 2 Inspect roof timbers local to roof light, where water ingress into the building has occurred, treat / replace timbers as necessary
- Item 3 Repair/replace existing timber framed rooflight, prime and decorate, colour to be agreed with CO.
- Item 4 Reglaze existing rooflight with glass to the approval of the CO.
- Item 5 Carefully remove roofing felt from existing goods shed building.
- Item 6 Inspect existing sarking boards, treat and replace as necessary
- Item 7 Provide and fix re-claimed welsh slates to the roof of the existing goods shed building.
- Item 8 Access to the rear of the Goods Shed is severely limited by the closeness of a railway line. The rear elevation has been inspected from a distance and appears to be in a similar condition to the rest. Allowance should be made for a closer inspection and it is assumed that work described in this schedule to easily accessible elevations will

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JOB NO 2010-113

EXISTING LISTED STATION BUILDINGS,
PRESTATYN, NORTH WALES.

SCHEDULE OF WORKS FOR EXISTING LISTED STATION BUILDING, 03 SEPTEMBER 2010

need to be carried out to this elevation. A permit to work near a railway line will be required by the Rail Authority.

- Item 9 All timber fascias and timber barge boards should be inspected, sections replaced as necessary. All existing and any new sections should be treated, primed and decorated, colour black (colour to be agreed with CO)
- Item 10 The soffits of sarking boards, feature purlins require closer inspection, treated, primed and decorated, colour black.
- Item 11 All cast iron and plastic rain water goods should be removed
- Item 12 Replace all rainwater goods with cast iron to match existing sections.

External Walls

- Item 13 Carefully clean all external brick, limestone, sandstone and rendered walls.
- Item 14 Carefully sear out existing mortar joints by hand to brick and sand stone piers, limestone walls.
- Item 15 Fix new limestone blocks to 2 small areas, blocks to match existing.
- Item 16 Re-point lime mortar joints to brick and stone piers, limestone walls to specification provided by the Conservation Office. This is to be carried out to the front and side elevation with the large door. Lime mortar sample to be provided for CO approval.
- Item 17 Temporarily prop roof canopy
- Item 18 Remove LH rotten timber canopy support and replace with one to match, prime, undercoat and decorate timber colour black (colour to be agreed with CO).
- Item 19 Remove rust from ends of tie rods and plates, treat and decorate, colour black.
- Item 20 Inspect and treat timber soffit to timber lintels above front door.
- Item 21 Inspect condition of timber lintels above front door; treat as necessary, redecorate colour black (colour to be agreed with CO).
- Item 22 Repair sliding shutter doors to front and side elevations, include for overhaul of personnel doors, ironmongery, door thresholds, door rollers and tracks. Provide and fix locks to prevent unauthorised access.
- Item 23 Clean down, prime and redecorate doors colour black.
- Item 24 Clean, inspect, repair as necessary, boarded panel to existing door opening. Railway line elevation.
- Item 25 General item to all elevations remove plant growth and vegetation from external walls
- Item 26 Clean out existing R.W gullies check operation
- Item 27 Trace drainage runs, check if drainage systems are taken to a soak way or is it connected to mains sewer.

Internal

JOB NO 2010-113

EXISTING LISTED STATION BUILDINGS,
PRESTATYN, NORTH WALES.

SCHEDULE OF WORKS FOR EXISTING LISTED STATION BUILDING, 03 SEPTEMBER 2010

- Item 28 Closer inspection of all roof timbers required, sarking boards, roof trusses and king posts. Agree appropriate methods of repair/treatment with CO.
- Item 29 Repair / replace sections of rotten timber rafter and truss chord where it is built into external wall.
- Item 30 Remove all damaged concrete block walls down to floor level and remove from site.
- Item 31 Test existing electric cables ensure they are not live
- Item 32 Remove all electric cables and consumer boxes.
- Item 33 Trace existing electricity supply onto site cap off at source.

Floor Slab

- Item 34 Remove all debris and loose concrete aggregate from floor surface.

External Works Landscape

- Item 35 Remove all builders' materials and debris from site.
- Site 36 Grub up all vegetation, shrubs from around the Goods Shed. Treat ground with weed killer prior to placement of MOT type graded hardcore allow for compacting.

Old Station Building

Roof

- Item 36 Remove all plant growth to roof and external wall surfaces.
- Item 37 Remove all existing lead ridge and lead soakers/ flashings.
- Item 38 Remove all existing roof slates and inspect for possible retention to be reused.
- Item 39 Remove existing timber mop handle to lead ridge.
- Item 40 Inspect roof rafters and purlins, treat, make good as necessary any damaged timbers.
- Item 41 Remove all existing roofing battens, timber fillets.
- Item 42 Inspect all fascias, barge boards, sarking boards, feature purlins, retain where possible, any that have to be replaced are to match existing. Allow for treating, priming and decorating all timbers, colour black.
- Item 43 Fix new roofing felt.
- Item 44 Fix new treated timber roofing battens.
- Item 45 Fix new timber mop handle to roof ridge.
- Item 46 Re-fix reclaimed welsh slates. Fix reclaimed imported welsh slates, colour to generally match existing. If this cannot be achieved the location and replacement of

JOB NO 2010-113

EXISTING LISTED STATION BUILDINGS,
PRESTATYN, NORTH WALES.

SCHEDULE OF WORKS FOR EXISTING LISTED STATION BUILDING, 03 SEPTEMBER 2010

roofing slates to be agreed with Conservation Officer.

- Item 47 Check all chimney stacks and pots for stability; make allowance for demolition and rebuilding of stacks using bricks to match existing.
- Item 48 Provide and fix new chimney pots to match existing, where pots are missing from stacks.
- Item 49 Provide and fix new stepped lead flashing and soakers to ridge and abutments.
- Item 50 Clean red masonry paint from gable walls (technique to be agreed with CO).
- Item 51 Remove all existing rainwater goods and replace with cast iron to match existing sections.
- Item 52 Remove existing telephone wires and cables from external shell.

External Walls

- Item 53 Carefully clean all brick elevations
- Item 54 Carefully sear out mortar joints by hand and re-point existing brick walls front elevation and side elevation only.
- Item 55 Check bond of render to brickwork side elevation, patch if appropriate or replace with new lime render by agreement with CO.
- Item 56 Clean down all heads, cills, mullions, stone thresholds.
- Item 57 Front elevation. Refer to photograph 32. Crack in mortar joints to brickwork carefully sear out mortar joints by hand and repair brickwork.
- Item 58 Front elevation. Refer to photograph 46. Brick nib loose to left hand side of door requires repair, loose mortar to lintel right hand side of door, carefully sear out and repair mortar. Allow for re-glazing all windows (glass specification to be agreed with CO).
- Item 59 Fully inspect all existing timber sash window, frames and cills. Overhaul; replace damaged and rotten cills, frames, muntins, glazing bars all to match existing. Overhaul sash chords and weights, ensure that windows can be opened, treat, prime and redecorate (colours to be agreed with CO).
- Item 60 Repair/ replace all external doors to match existing, include for ironmongery and locks to match existing. Treat, prime and decorate (colours & door details to be agreed with CO).

Internal

- Item 61 Remove all fittings, fixtures, loose and damp wallpaper, debris, damp and rotten carpets.
- Item 62 Check existing electric cables and consumer boxes to see if live, cap off and remove/strip out. Trace electricity supply back to mains.
- Item 63 Remove damaged lath and plaster ceiling where damaged by water ingress, check for damage/ rot to support timbers above treat/ replace as necessary (with agreement of CO).
- Item 64 Remove all fungal growth from brick walls/plaster walls and treat walls as

JOB NO 2010-113

EXISTING LISTED STATION BUILDINGS,
PRESTATYN, NORTH WALES.

SCHEDULE OF WORKS FOR EXISTING LISTED STATION BUILDING, 03 SEPTEMBER 2010

appropriate.

Item 65 Remove all rotten timber floor boards, remove debris from between floor joists, check floor joist for rot/damage and replace as necessary.

Item 66 Remove severely damaged and rotten timber studding to entrance door, check structural stability of floor and walls above before doing so – extent to be agreed with CO prior to commencement on site.

Item 67 Note – Stripping out of localised damaged ceilings, studded walls and floors should be deemed as a temporary measure until the building is made water tight. Material would be placed initially to make the building safe (extent to be agreed with CO).

External Ground Works

Item 68 All existing shrubs, plant growth to walls, vegetation to grubbed up ground to be treated with weed killer.

Item 69 MOT type 1 material to be placed around building and compacted.

Item 70 New paving to be provided between new entrance road and front of buildings. Samples to be submitted to and approved by the Planning Officer/Conservation Officer.

Item 71 All existing rain water gullies should be cleaned and exposed and traced back to either soak away or mains sewer.

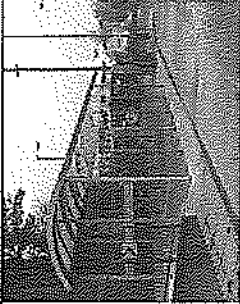
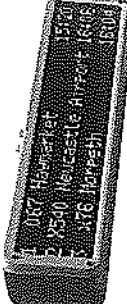

Item 72 Water supply and electricity to be traced back to mains.

Item 73 There is no evidence of a horizontal DPC's to either the Goods Shed or Old Station building. The provision of DPCs/air bricks will be investigated further subject to use and by agreement with the CO.

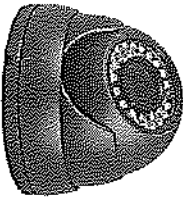
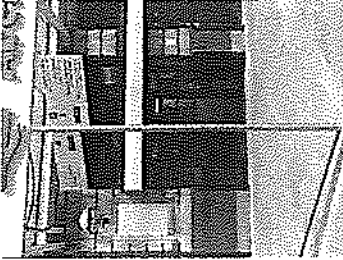

Item 74 Demolish small storage shed; retain any useable bricks/ roof slates allow for carting the rest of the debris from site.

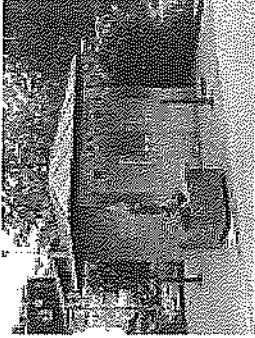
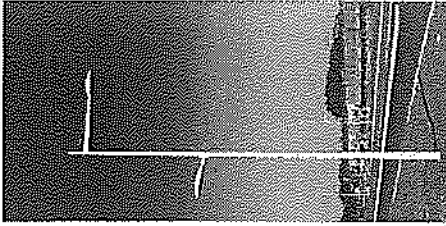
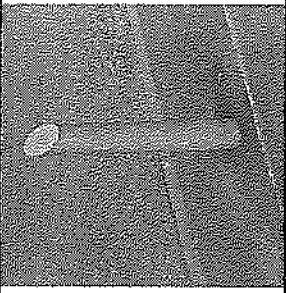
Item 75 Access to the rear of the Old Station Building is severely limited by the closeness of a railway line. The rear elevation has been inspected from a distance and appears to be in a similar condition to the rest. Allowance should be made for a closer inspection and it is assumed that work described in this schedule to easily accessible elevations will need to be carried out to this elevation. A permit to work near a railway line will be required by the Rail Authority.

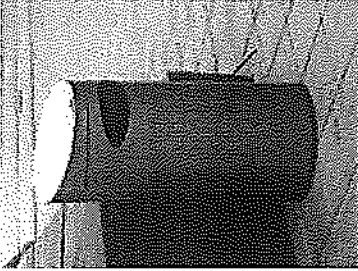
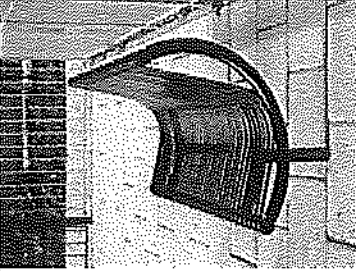
PRESTATYN BUS STATION SCHEDULE OF ITEMS

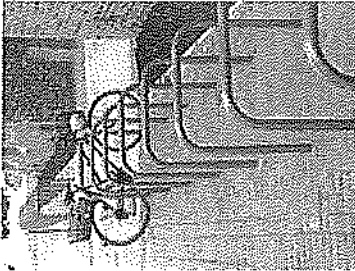
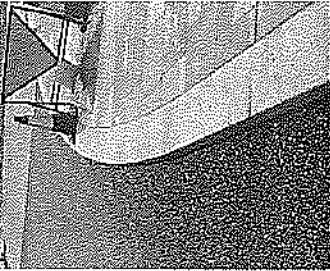

Item No	Description	Quantity	Supplier details	Currently procured	To be procured	Example Image
1	Queensbury G2 enclosed bus shelters	4	Queensbury Shelters Limited, Fitzherbert Road, Farington, Portsmouth, Hampshire PO6 1SE	4	0	
2	JMW LED RPTI shelter mounted displays	4	JMW Evans Business Centre, Chester West Employment Pk, Chester, CH1 4QL Tel: 01244 379 282 Fax: 01244 377 412	4	0	
3	JMW 40" pedestal TFT displays	2	JMW Evans Business Centre, Chester West Employment Pk, Chester, CH1 4QL Tel: 01244 379 282 Fax: 01244 377 412	1	1	

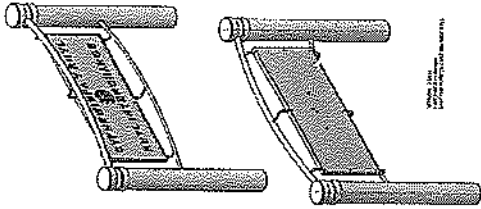
[Handwritten signatures and scribbles]

4	Vandal proof dome CCTV cameras installed within shelters	8	Cansecure 67 Ludlow Close Willisbridge Bristol BS30 6HA Engalnd	0	8	
5	Stainless Steel finger posts	4	Broxap Ltd. Rownhurst Industrial Estate Chesteron Newcastle-under-Lyme Staffordshire ST5 6BD	0	4	
6	Eco Vision Solar Display	3	Signscape Systems Ltd Pear Tree Works Bath Road Upper Langford Bristol BS40 5DJ	3	0	

7	Oy Shippax unisex disabled access toilet unit	1	JMG Toilet Solutions 2 Waltham Road Overton Hampshire RG25 3J	1	0	
8	Aquila 6m lighting columns with hestia laterns	5	Aquila Design Unit A Hamilton Close Houndmills Basingstoke Hampshire RG21 6YT	0	5	
9	Blueton mild steel galvanised finished bollards	12	Blueton Limited 19c Winchester Avenue Winchester Avenue Industrial Estate Denny Stirlingshire FK6 6QE	0	12	

10	Broxap Olympus A stainless steel litter bins	4	Broxap Ltd. Rowhurst Industrial Estate Chesteron Newcastle-under-Lyme Staffordshire ST5 6BD	0	4		
11	Broxap Weyburn steel seat (Stainless Steel)	5	Broxap Ltd. Rowhurst Industrial Estate Chesteron Newcastle-under-Lyme Staffordshire ST5 6BD	0	5		

12	Cycle stands (Galvanised finish)	6	Broxap Ltd. Rowhurst Industrial Estate Chesterton Newcastle-under-Lyme Staffordshire ST5 6BD	0	6	
13	Hardscape 300mmx300mmx1000mm Royal white granite kerbs with a bush hammered finish.	418 m	Hardscape Products Ltd. Ashworth House Deakins Business Park Egerton Bolton BL7 9RP	0	418m	
14	Hardscape 75mm thick stone paving slabs.	992m ²	Hardscape Products Ltd. Ashworth House Deakins Business Park Egerton Bolton BL7 9RP	0	992m ²	

15	Feature nameboards\ artwork	2	<p>Designer: BCA Landscape 19 Old Hall Street Liverpool L3 9JQ</p> <p>Fabricator: Severn Fabrications Maesbury Hall Mill Newbridge Oswestry Shropshire SY10 8BB</p>	0	2		
16	Pre-cast wall to front of planters.	66m	RPC Contracts Ltd. Quarryfields Ruthin Denbighshire LL15 2UG	0m	66m	