

**Planning Obligation by Deed of Agreement
under Section 106 of the Town and Country
Planning Act 1990**
relating to Land on the west side of Summerhill
Road, Summerhill, Wrexham

Dated : 14th January 2016

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

SG ESTATES LIMITED (2)

T Coxon

Head of Corporate and Customer Services

Guildhall

Wrexham

LL11 1AY

Ref: ND/10009333

DATE 14th January

2016

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY ("Council")
- (2) **S G ESTATES LIMITED** (a company incorporated in England and Wales under Company Number 05145645) of 10 Maxwell Close, Gresford, Wrexham LL12 8UD ("the Owner")

INTRODUCTION

- (1) The Council is the local planning authority for the purposes of this Deed and the Town & Country Planning Act 1990 (as amended) for the area within which the property described in the First Schedule hereto is situate and is the local planning authority by whom a planning obligation is enforceable
- (2) The Owner is the registered proprietor of the Site
- (3) The Owner has submitted the Application to the Council and the parties have agreed to enter into this deed in order to secure the planning obligations contained in this Deed.
- (4) The Council resolved on the 2nd November 2015 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Act"	the Town and Country Planning Act 1990
"Application"	the application for outline planning permission dated 5 th August 2015 submitted to the Council for the Development and allocated reference number P/2015/0607
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, 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
"Development"	the development of the Site consisting as set out in the Application
"Dwelling"	means any residential unit (including a house flat or maisonette) constructed on the Site pursuant to the Planning Permission
"Education Contribution"	means the sum to be paid by the Owner to the Council in accordance with the provisions of the Third Schedule
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics
"Interest"	interest at 5 per cent above the base lending rate of the Barclays Bank Plc from time to time
"Material Operation"	means a material operation as defined in Section 56 subsection 4(a) to (e) of the 1990 Act to implement the Planning Permission
"Occupation"	means use of a Dwelling for residential use but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and " Occupied " shall be construed accordingly
"Original s106 Agreement"	means the agreement dated 2 nd February 2015 and made between the Council (1) and the Owner
"POS Scheme"	means the scheme relating to the implementation and management of the Public Open Space submitted to and approved in writing by the Council pursuant to the Application and relevant condition(s) of the Planning Permission
"POS Transfer"	means a transfer of the Public Open Space to a Residents Management Company
"Plan"	the Plan attached to this Deed



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Head of Community Wellbeing & Development
Planning Services
16 Lord Street, Wrexham LL11 1LG

**Town & Country Planning Act 1990
Section 106 Obligation**

Date: 18/12/2015
Scale: 1:2500
OS Sheet: SJ3153



P/2015/0607
Land South of Chestnut Court
Summerhill Road
Wrexham

wrexham
COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROI
wrecsam

"Planning Permission"	the draft full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Fifth Schedule
"Practical Completion"	issue of a certificate of practical completion by NHBC by way of the usual NHBC cover note
"Public Open Space"	means the areas of the Site to be laid out as public open space on the Development the location of which being determined via details submitted to and approved by the Council pursuant to the Planning Permission
"Residents Management Company"	means a registered company limited by guarantee that has been formed for the purposes of maintaining the Public Open Space and for complying with and carrying out the requirements of the POS Scheme
"Site"	the land subject to this Deed as shown edged red on the Plan and more particularly described in the First Schedule

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner

4 CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development;

save for the provisions of Clauses 6.2, 8.1, 14 and 15 (commencement of development, legal costs, jurisdiction and delivery) fees and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5. RELEASE

- 5.1 If and only if Commencement of Development occurs in relation to the Planning Permission, and in consideration of the Owners covenants set out herein, the Council in its capacity as Local Planning Authority **HEREBY RELEASES** the Site from the Original S106 Agreement

6 THE OWNER'S COVENANTS

- 6.1 The Owner covenants with the Council as set out in the Second and Third Schedules.
- 6.2 The Owner shall serve on the Council a notice of Commencement of Development not less than two days before Commencement of Development.

7 THE COUNCIL'S COVENANTS

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

8 MISCELLANEOUS

- 8.1 The Owner shall pay the Council on completion of this deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £1250.00.
- 8.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 8.3 This Deed shall be registrable as a local land charge by the Council.
- 8.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Community Wellbeing and

Development and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

8.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

8.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

8.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if:-

8.7.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure

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

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

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

8.9 This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.

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

9 WAIVER

No waiver (whether expressed or implied) by the Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

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

together with the area of the Site or unit of occupation purchased by reference to a plan

11 INDEXATION

Any sum referred to in the Third 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.

12 INTEREST

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

13 VAT

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

14 JURISDICTION

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

15 DELIVERY

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

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

FIRST SCHEDULE

DESCRIPTION OF THE SITE

The land on the west side of Summerhill Road, Summerhill, Wrexham which is registered at HM Land Registry in the names of the Owner with title absolute under title number CYM619447 and shown edged in red on the Plan

SECOND SCHEDULE

Owner's Covenants – Public Open Space

1. Not to carry out any Material Operation on the Site until:-
 - 1.1 the Residents Management Company has been incorporated and
 - 1.2 a copy of the proposed Articles of Association of the Residents Management Company has been submitted to and approved in writing by the Council
- 2 To submit to the Council the Articles of Association and Certificate of Incorporation of the Residents Management Company within 4 weeks of its incorporation
3. On the first disposal of each Dwelling to require the purchasers thereof and their successors in title to become members of the Residents Management Company with a view and to the intent that they can influence and contribute to the compliance with the obligations of this Schedule and to procure that a restriction is entered on the Proprietorship Register of all individual Dwellings in the following form:

“No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 3 of the Second Schedule of a Deed dated
201 made between Wrexham County Borough Council (1) and S G Estates Limited (2) have been complied with”
4. To pay to the Residents Management Company a fair and reasonable proportion (with the intention that the sum of all contributions from the Dwellings on the Site shall equal 100%) of the outgoings of the Residents Management Company incurred in complying with the relevant obligations of this Schedule
5. To observe and perform the provisions of the POS Scheme and monitor and review it at least every 5 years and to obtain the approval of the Council to any amendments thereto so as to ensure that they remain appropriate and relevant over time
6. To provide in the POS Transfer a covenant in the following terms:

“The Transferee hereby covenants in fee simple in perpetuity to observe and perform the covenants agreements obligations and stipulations contained or referred to in the Second Schedule of a Deed dated
201 made between Wrexham County Borough Council (1) and S G Estates Limited (2) AND to observe and perform the requirements of the POS Scheme referred to therein”.
7. Not to allow more than 60% of the Dwellings to be Occupied until the POS Transfer has been completed and a certified copy of the POS Transfer and the enabling Residents Management Company's Board Minute and Resolution has been submitted to the Council in evidence thereof
8. To plant lay out and construct, and provide play equipment (if any) on the Public Open Space in accordance with the POS Scheme the Planning Permission and this Deed

9. To comply with the POS Scheme and to maintain and manage in perpetuity the Public Open Space in accordance with the POS Scheme the Planning Permission and this Deed
10. Not to use the Public Open Space for any purpose whatsoever other than as public open space for the benefit of the Development being landscaped and open grassed areas nor cause permit or allow any structures in accordance with the Planning Permission or other obstructions whatsoever to be erected within the Public Open Space or deposit any waste or alter ground levels or light fires within the Public Open Space
11. Not to affix to any trees on the Site any items or structures likely to occasion damage to any such tree

THIRD SCHEDULE

Owner's Covenants – Education Contribution

1. Prior to the Occupation of 60% of the Dwellings comprising the Development to pay to the Council the Education Contribution towards the provision, improvement or extension of primary and secondary education facilities in accordance with the following formula:

Primary Education Contribution: -

A = (2-3 bedroom Dwellings) - No of Units x £1960.00 One thousand nine hundred and sixty pounds

B = (4+ bedroom Dwellings) - No of Units x £2352.00 Two thousand three hundred and fifty two pounds

$$\text{Total Primary} = A + B$$

Secondary Education Contribution: -

C = (2-3 bedroom Dwellings) - No of Units x £2000.00 Two thousand pounds

D = (4+ bedroom Dwellings) - No of Units x £2400.00 Two thousand four hundred pounds

$$\text{Total Secondary} = C + D$$

Total Primary Education Contribution + Total Secondary Education Contribution =
Total Education Contribution

2. For the avoidance of doubt it is acknowledged that the obligation to pay the Education Contribution is not conditional upon receiving any demand, request, invoice, or other communication from the Council
3. In the event that the Education Contribution is paid later than 12 (twelve) months from the Commencement of Development it shall be increased by the same percentage as the percentage increase in the all items figure of the Index of Retail Prices published two months before the date of payment when compared with the all items figure at the said Index in existence at the date of this Deed until the date of actual payment

FOURTH SCHEDULE

Council's Covenants - Discharge of obligations

- 1 The Council covenants with the Owner to use the Educational Contribution received from the Owner under the terms of this Deed for the purpose specified in this Deed for which they are paid

2. The Council covenants with the Owner that it will repay the Owner such amount of the Education Contribution made by the Owner to the Council under this Deed which have not been expended in accordance with the provisions of this Deed within 10 years of the date of receipt by the Council

FIFTH SCHEDULE
DRAFT PLANNING PERMISSION

In pursuance of its powers under the Acts and Orders referred to below, the County Borough Council as Local Planning Authority, hereby determines your application in accordance with the particulars and plans comprising the application

Applicant	S G ESTATES	Code Number	GWE P/2015/0607
Agent	NIGEL THORNS PLANNING CONSULTANCY WATTON 22 KINGSLAND ROAD SHREWSBURY SY3 7LD	Date Received	06/08/2015
		Decision Date	

Town and Country Planning Act, 1990

Location of application

LAND SOUTH OF, CHESTNUT COURT, SUMMERHILL ROAD,
SUMMERHILL, WREXHAM, LL11 4SP

Description of application

ERECTION OF 20 DWELLINGS INCLUDING ACCESS

In reaching this decision the Council has had regard to the relevant policies in the Wrexham Unitary Development Plan which are as follows:-

PS1	Settlement limits
PS2	Development and the environment

Particulars of decision that permission be GRANTED Subject to the following:-

Condition(s)

1. The development hereby permitted shall be commenced before the expiry of five years from the date of this permission.
2. The development shall be carried out in strict accordance with the following approved plans:
 - i) SGE.1/TMJ-03 Revision D
 - ii) SGE.1/TMJ-05 Revision D
 - iii) SGE.1/TMJ-06 Revision D
 - iv) PHTD/C - House Type Conway (C)
 - v) PHTD/D1 - House Type Deganwy (D) Version 1, Plot 3
 - vi) PHTD/D-2 - House Type Deganwy Version 2, Plot 7
 - vii) PHTD/D-2 - House Type Deganwy Version 2, Plot 8;
 - viii) WDK 7 - House Type K: Elevations
 - ix) WDK8 - House Type K: Floor Plans

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- x) PHTD R1 - House Type Richmond R1
- xi) PHTD RII - House Type Richmond RII
- xii) PHTD/T - House Type Brenig (T) 1
- xiii) PHTD/T - House Type Brenig (T) 2
- xiv) PHTD/T - House Type Brenig (T) 3
- xv) G1 - Garage Detail - G1 Type
- xvi) G2 - Garage Detail - Double
- xvii) G3 - Garage Detail - Double PYRAMID
- xviii) G5 - Garage Detail - Double PYRAMID
- xix) G9 - Carport Detail - G9 Type

3. The development shall be carried out in strict accordance with the Tree Solutions Arboricultural Method Statement reference 14/AIA/WXM/135(A) dated 24 June 2015

4. No part of the development shall commence until a scheme for the comprehensive and integrated drainage of the site indicating provision for foul water, surface water and land drainage has been submitted to and approved in writing by the Local Planning Authority. Prior to the submission of those details, an assessment shall be carried out into the potential for disposing of surface water by means of Sustainable urban Drainage Systems (SuDS) in accordance with the principles of sustainable drainage systems set out in Technical Advice Note 15: Development and Flood Risk, and the results of the assessment shall be submitted in writing to the Local Planning Authority. Where a SuDS scheme is to be implemented, the submitted details shall:

- i) Provide information about the design storm period and intensity, the method employed to delay and control the surface water discharged from the site and the measures taken to prevent pollution of receiving ground water and/or surface waters;
- ii) Specify the responsibilities of each party for the implementation of the SuDS scheme, together with a timetable for that implementation; and,
- iii) Provide a timescale for implementation, management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public authority or statutory undertaker and any other arrangements to secure the operation of the scheme throughout its lifetime.

5. No part of the development shall commence until a Construction Traffic Management Plan including provisions for contractor parking has been submitted to and approved in writing by the Local Planning Authority and the Plan as is approved has been fully implemented.

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6. No part of the development shall commence until an appropriate Dust Management Scheme has been submitted to and approved in writing by the Local Planning Authority. The dust mitigation measures as are approved shall be fully implemented for the entire duration of the construction phase.

7. Development shall not commence until a scheme of remediation in respect of the presence of Japanese Knotweed within the site, to include a Biosecurity Risk Assessment, has been submitted to and approved in writing by the Local Planning Authority. Development shall thereafter only progress in accordance with the scheme as approved.

8. No part of the development shall commence until a scheme detailing the following has been submitted to and approved in writing by the Local Planning Authority:

i) The detailed layout, design, drainage and construction of the 4.8m wide shared surface adoptable road 1 as shown on approved drawing no. SGE.1/TMJ-06 Revision D, to include a timescale for the construction of the road.

ii) The detailed layout, design, drainage and construction of the 1.8m link footpath shown on approved drawing no. SGE.1/TMJ-06 Revision D, to include a timetable for the construction of the footpath.

The 4.8m wide shared surface adoptable road 1 and the 1.8m link footpath shall thereafter be constructed in strict accordance with the scheme as approved.

9. Prior to the first occupation of any dwelling hereby granted permission the vehicular access from Chestnut Court onto Summerhill Road shall be provided with visibility splays of 2.4 metres x 43 metres in both directions measured to the nearside edge of the adjoining highway. Within these splays there shall be no obstruction in excess of 1 metre in height above the level of the nearside edge of the adjoining carriageway. These splays shall thereafter be permanently retained and kept clear of any such obstruction to visibility.

10. Prior to first use occupation of any dwelling hereby granted permission, the proposed vehicular access from the 4.8m wide shared surface adoptable road 1 onto Chestnut Court shall be laid out in strict accordance with approved plan no. SGE.1/TMJ-6 Revision D, to include the provision of the visibility splays shown on that plan. Within these splays there shall be no obstruction in excess of 1 metre in height above the level of the nearside edge of the adjoining carriageway (Chestnut Court). The splays shall thereafter be permanently retained and kept clear of any such obstruction to visibility.

11. Each dwelling shall not be occupied until the vehicular parking and turning area(s) for that dwelling as shown on approved drawing No(s). SGE.1/TMJ-05 Revision D have been fully laid out, surfaced and drained.

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The parking and turning areas shall thereafter be permanently retained and kept free of any obstruction, and made available solely for the parking and turning of motor vehicles at all times.

12. No private surface water run off shall be permitted to flow from the development site onto the adjoining highway. An Aco drain or similar shall be provided across the approved access to intercept any such run off prior to first use of the development.

13. Within three months of commencement of development, a timetable for the implementation of the hard and soft landscaping shown on approved drawing SGE.1/TMJ-06 Revision D shall be submitted to and approved in writing by the Local Planning Authority. Hard and soft landscaping shall thereafter be carried out in strict accordance with the details shown on approved drawing SGE.1/TMJ-06 Revision D and the timetable for implementation as approved.

14. Within three months of commencement of development Public Open Space scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall set out a timetable for the provision of and for the maintenance of the areas of public open space as shown on approved drawing(s) nos SGE.1/TMJ-03 Revision D, SGE.1/TMJ/05 Revision D and SGE.1/TMJ-6 Revision D. The public open space shall thereafter be provided and maintained in strict accordance with the Public Open Space Scheme as approved.

15. Planting implemented in accordance with approved landscaping scheme drawing no. SGE.1/TMJ-06 Revision D shall be retained for a minimum of 5 years. Within this timescale, any planting becoming severely damaged or seriously diseased, or is in poor physiological condition and/or are removed without the written permission of the Local Planning Authority shall be replaced within the next available planting season by trees or shrubs of similar size and species to those originally required to be planted.

16. All works in relation to the implementation of this permission, including deliveries to and / or leaving the site, shall be undertaken only between the hours of 7.30 and 18.00 Monday to Friday, and 08.00 to 14.00 on a Saturday, and at no time on a Sunday or a Bank Holiday.

Reason(s)

1. To comply with Section 91(3) of the Town and Country Planning Act, 1990.
2. To enable control over matters which have been specified in the application.

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3. To ensure the work is carried out to accepted arboricultural practices for the long term well being of the tree(s).
4. To ensure satisfactory drainage of the site and to avoid flooding.
5. In the interests of highway safety.
6. To protect the amenities of the occupiers of nearby properties.
7. To remove and control the spread of an invasive species in order to protect wildlife interests, which are afforded special protection.
8. In the interests of highway safety.
9. To ensure that adequate visibility is provided at the proposed point of access to the highway.
10. To ensure the formation of a safe and satisfactory access and to ensure that adequate visibility is provided at the proposed point of access to the highway.
11. To provide for the parking and turning of vehicles clear of the highway and to ensure that reversing by vehicles into or from the highway is rendered unnecessary in the interest of traffic safety.
12. In the interests of highway safety.
13. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
14. In the interests of the visual amenities of the area and the amenity of occupiers of the development.
15. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
16. To protect the amenities of the occupiers of nearby properties.

Note(s) to applicant

The applicant is advised that the Council has the option to control construction noise by serving a Control of Pollution Act 1974, Section 60, Notice where deemed necessary, and failure to comply with such a Notice can result in prosecution. For further information and advice regarding construction noise please contact the Council's Housing and Public Protection Department on 01978 315300.

Burning of waste generated from construction activities is not considered to be an appropriate method of disposal and action may be taken as follows:

- Under the Environmental Protection Act 1990 anyone found disposing of construction site waste by burning is likely to be in breach of their duty of care with regard to waste disposal;

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- Under the same Act an abatement notice may be served where smoke is judged to be causing a nuisance to neighbouring properties. Failure to comply with the requirements of the notice can result in prosecution;
- Under the Clean Air Act 1993 it is an offence for a commercial activity to burn anything that gives rise to dark smoke.

To prevent offences under the above named Acts there should be no bonfires on the site, to include the prohibition of the burning of cleared vegetation. The applicant should contact the Council's Housing and Public Protection Department on 01978 315300 for further advice and information.

The proposed development lies within an area that has been defined by The Coal Authority as containing potential hazards arising from former coal mining activity. These hazards can include: mine entries (shafts and adits); shallow coal workings; geological features (fissures and break lines); mine gas and previous surface mining sites. Although such hazards are seldom readily visible, they can often be present and problems can occur in the future, particularly as a result of development taking place.

It is recommended that information outlining how the former mining activities affect the proposed development, along with any mitigation measures required (for example the need for gas protection measures within the foundations), be submitted alongside any subsequent application for Building Regulations approval (if relevant). Your attention is drawn to The Coal Authority Policy in relation to new development and mine entries available at: <https://www.gov.uk/government/publications/building-on-or-within-the-influencing-distance-of-mine-entries>

Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires a Coal Authority Permit. Such activities could include site investigation boreholes, digging of foundations, piling activities, other ground works and any subsequent treatment of coal mine workings and coal mine entries for ground stability purposes. Failure to obtain a Coal Authority Permit for such activities is trespass, with the potential for court action.

Property specific summary information on past, current and future coal mining activity can be obtained from: www.groundstability.com

If any of the coal mining features are unexpectedly encountered during development, this should be reported immediately to The Coal Authority on

Applicant S G ESTATES

Code GWE P/2015/0607

Agent NIGEL THORNS
PLANNING
CONSULTANCY
WATTON
22 KINGSLAND ROAD
SHREWSBURY
SY3 7LD

Number
Date 06/08/2015
Received

Decision
Date

0345 762 6848. Further information is available on The Coal Authority website at: www.gov.uk/government/organisations/the-coal-authority.



Officer Appointed for this purpose
Head of Community Wellbeing and Development

Refer to the Statement of Applicant's Rights and General Information enclosed or refer to the following link:-

[http://www.wrexham.gov.uk/english/planning_portal/publications/info_sheets.h](http://www.wrexham.gov.uk/english/planning_portal/publications/info_sheets.htm)
[tm](http://www.wrexham.gov.uk/english/planning_portal/publications/info_sheets.htm)

DRAFT

CERTIFICATE

Ian Lewis of Allington Hughes as solicitor for the Owner (as defined in the within written Deed) hereby certifies that Paragraph (2) of the Introduction to this Deed is correct.

Signed


IAN RAYMOND LEWIS.

Dated *8th Jan* 201*6*.

8/1/16

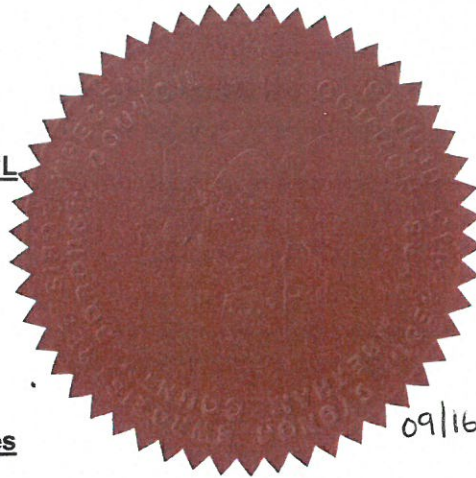
EXECUTED as a **DEED** by affixing

THE COMMON SEAL of

WREXHAM COUNTY BOROUGH COUNCIL

in the presence of:-


Head of Corporate and Customer Services



09/16(a)

EXECUTED as a Deed by

S G ESTATES LIMITED acting by a

Director and its Secretary or two Directors:-

) S. GRIFFIN

)

) H. MARTIN


.....
Director


.....
Director/Secretary

