

16 April

2019

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

**relating to land at Bryn y Groes Chester Road
Gresford Wrexham LL12 8TZ**

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

S G ESTATES LIMITED (2)

and

MICHAEL JONES AND MARTIN WILLIAM JONES (3)

Chief Officer Governance Sioned Wyn Davies
~~Head of Corporate and Customer Services~~
Guildhall
Wrexham
LL11 1AY
Ref: NR/033043

DATE 16 April 2019

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of the Guildhall, Wrexham LL11 ("Council") and
- (2) **S G ESTATES LIMITED** (registered company number 05145646) whose registered address is The Croft House, Old Wrexham Road, Gresford, Wrexham LL12 8UA ("the Owner")
- (3) **MICHAEL JONES** of Bumbleberry Cottage, Old Wrexham Road, Gresford, Wrexham LL12 8UA and **MARTIN WILLIAM JONES** OF Ambel House, Old Wrexham Road, Gresford, Wrexham LL12 8UA ("Mortgagee")

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 Mortgagee is registered proprietor of a charge dated 4 January 2019 on the Site
- (5) The Council resolved on the 4th February 2019 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 18th October 2018 submitted to the Council for the

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"Commencement of Development"

Development and allocated reference number P/2018/0887

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

"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

"Plan"

the Plan attached to this Deed

"Planning Permission"

the full planning permission subject to conditions to be granted by the Council pursuant to the Application and attached to this Deed

"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 conditions 14 18 19 20 and 21 of the Planning Permission

"POS Transfer"

means a transfer of the Public Open Space to a Residents Management Company

"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 such areas of public open space trees hard and soft landscaping planted features driveways parking areas on the Development in accordance with conditions 14 18 19 20 and 21 of the Planning Permission for the purpose of identification only coloured green on the Plan

"Residents Management Company"

means a registered company limited by guarantee that has been formed for the purposes of amongst other obligations maintaining the Public Open Space and for complying with and carrying out the requirements of the POS Scheme being Bryn Y Groes Management Company Limited company number 10025224

"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 5.2, 7.1, 12 and 13 (commencement of development, legal costs, jurisdiction and delivery) fees and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council on behalf of themselves and their successors in title to the Site (but subject always to clause 7.8 of this Deed) to:

5.1.1 comply with the obligations relating to the Residents Management Company and Public Open Space set out in the Second Schedule to this Agreement

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

6 MISCELLANEOUS

- 6.1 The Owner shall pay the Council on completion of this deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £1,000.00
- 6.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 6.3 This Deed shall be registrable as a local land charge by the Council.
- 6.4 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.
- 6.5 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.

6.6 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.

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

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

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

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

6.8 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.

6.9 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.

6.10 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.

7 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.

8 MORTGAGEE'S CONSENT

8.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

9 CHANGE IN OWNERSHIP

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

10 INDEXATION

Any sum referred to in the 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.

11 INTEREST

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

12 JURISDICTION

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

13 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

All that parcel of land being Land at Bryn y Groes, Gresford, Wrexham LL12 8TZ being part of the land registered at H M Land Registry in the name of the Owner with title absolute under title number CYM684349 CYM00439 and CYM733612 shown edged in red on the Plan

SECOND SCHEDULE

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

Residents Management Company

1. 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 "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge **not being a charge registered before the entry of this restriction** is to be registered without a certificate signed by Bryn Y Groes Management Company Limited or by their conveyancer or their secretary that the provisions of clause 8 (a) (b) and (c) of this transfer have been complied with"
2. 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

Public Open Space

3. 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
4. To provide in the POS Transfer a covenant in the following terms:
 1. "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 an Agreement dated 2019 made between Wrexham County Borough Council (1) and SG Estates Limited (2) and Michael Jones and Martin William Jones (3) AND to observe and perform the requirements of the POS Scheme referred to therein".
5. Not to allow more than 50% (fifty percent) 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
6. To plant lay out and construct the Public Open Space in accordance with the POS Scheme the Planning Permission and this Agreement

7. 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 Agreement
8. 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 or driveways and parking areas nor cause permit or allow any structures thereon 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 except that the Owner may install subterranean plant and equipment for the reception storage and disposal of foul and surface water and sewerage and gas together with appropriate infrastructure relating to such installations, any surface projections being suitable protected to the reasonable satisfaction of the Council
9. Not to affix to any trees on the Site any items or structures likely to occasion damage to any such tree

THIRD SCHEDULE

Draft planning permission

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	MR STEVE GRIFFIN S G ESTATES LTD	Code Number	GRE P/2018/0887
Agent	CAPS MR ROBERT CARTWRIGHT 90 MAIN ROAD WYNBUNBURY NANTWICH CHESHIRE CW5 7LS	Date Received	18/10/2018
		Decision Date	

Town and Country Planning Act, 1990

Location of application

BRYN Y GROES, CHESTER ROAD, GRESFORD, WREXHAM, LL12 8UA

Description of application

AMENDED SITE LAYOUT AND SUBSTITUTION OF HOUSE TYPES ON PLOT NOS. 22 - 33 AS PREVIOUSLY APPROVED UNDER CODE NO. P/2005/0613

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

EC13	Surface water run-off
EC4	Hedgerows, Trees and Woodland
EC6	Biodiversity Conservation
GDP1	Development objectives
GDP2	Capacity of infrastructure and community facilities
H2	Residential development within settlements
PS2	Development and the environment
T8	Parking
T9	Walking, cycling and horse riding routes

Revision	Date	Description of Decision
0		Planning permission issued

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

Condition(s)

Applicant	MR STEVE GRIFFIN S G ESTATES LTD	Code Number	GRE P/2018/0887
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1. The development hereby permitted shall be commenced before the expiry of five years from the date of this permission.
 2. The development shall only be carried out in strict accordance with the details shown on the approved drawing(s) numbered PH5 HL1A, PH5 PL1E, PH5 SS 1A, WDDRH 2, WDRH 4, WDRH 6, WDRH 10, PD PH5 RH 2, PD PH5 RH 4, PD PH5 RH 6, PD PH5 RH 7, PD PH5 HAM 10A, PD PH5 HAM 2.1, PD PH5 HAM 5.2, PL AL 1, PD PH5 CH 12B, PH5 CH 8, PH5 CH 2C, PH5 CH 5D, PD GRA 2C 1 of 2, PD GRA 2C 2 of 2, PD GRA 5A, PD GRA 8, PD GRA 12B, PD GRA 12BC and as contained within the application documentation.
 3. No facing or roofing materials shall be used other than those detailed on the application form and within the approved application documentation.
 4. With the exception of those shown on the approved plan and notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking, re-enacting that Order with or without modification) no windows or other openings shall be inserted in any elevation of the buildings.
 5. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking, re-enacting that Order with or without modification), no extensions or additions to the dwellings or within their residential curtilages hereby approved shall be erected under Classes A, B, C, D or E of Schedule 2 Part 1.
 6. Any garage erected under this permission shall be used only for a purpose incidental to the use of the dwelling as a single dwelling house provided that such use shall not preclude the garaging of a private motor car.
 7. No land drainage run-off or surface water shall be permitted to discharge or connect to the public sewerage system, either directly or indirectly, and foul and surface water shall be drained separately from the site.
 8. The development shall be carried out in strict accordance with the following plans and reports submitted and approved as part of this application:
 - 1) Arboricultural Method Statement ref: 18/AMS/WXM/198/Rev C provided by Tree Solutions Ltd October 2018', and
 - 2) Installation of 'no-dig footpath/driveway/turning head/ Rev A' 18th December 2018.
- No development or other operations shall take place except in strict accordance with the reports as approved.

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9. The tree protection fencing and ground protection measures approved in connection with condition no. 08 shall be kept in place until all external site works have been completed and the removal of the fencing has been approved in writing by the Local Planning Authority.
10. The arboricultural supervision of the tree protection measures and ground works within retained trees' root protection areas, shall be carried out in strict accordance with the details specified in the 'Tree Planting and Supervision' proposals letter dated 22 January 2019, approved as part of this application.
11. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking, re-enacting that Order with or without modification), no gate, fence, wall or other means of enclosure shall be erected, constructed or placed in front of the forward most part of the dwelling fronting onto the highway under Class A, of Schedule 2, Part 2.
12. Prior to first use of the development the site shall be laid out in strict accordance with layout plan(s) No. PH5 HL1A.
13. The development shall be carried out in strict accordance with the Reasonable Avoidance Measures (Newts) as approved as part of the reserved matters approval reference: P/2005/0613.
14. The vehicular parking and turning areas as shown on approved drawing no PH5 HL1A shall be fully laid out, surfaced and drained prior to first use of the development. These 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.
15. The development shall be carried out in strict accordance with the remediation scheme ref: Report 15SGE008/RS Dated: 13.02.19 and Email Dated 04.03.19 approved as part of this application.
16. Each part of the site subject to the remediation under the scheme approved as part of condition 15 shall not be occupied/used until a Validation Report has been completed in respect of that part of the site and submitted to and approved in writing by the Local Planning Authority.
17. 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 unless the prior written approval of the Local Planning Authority has been obtained.

Applicant	MR STEVE GRIFFIN S G ESTATES LTD	Code Number	GRE P/2018/0887
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18. The landscaping scheme approved as part of this application shall be fully implemented in strict accordance with approved drawing no. 029.01.16.Rev C - 'Planting & Maintenance Schedules', 029.01.15.Rev D - 'Hard and Soft Landscape Layout' within three months of the first use of the development with the exception of soft landscaping which shall be carried out in the first planting season (November to March) or seeding season (April to September) following the first use.
19. The landscaped areas completed in accordance with condition no.18 shall be managed and maintained in perpetuity in strict accordance with the details contained within Landscaping Management Plan Ref: 029.01.Bryn Y Groes - Landscape Management Plan - V4, prepared by 'Above Zero Landscape Architecture' and Dated 27/02/2019, submitted and approved as part of this application.
20. Planting implemented in accordance with approved landscaping scheme drawing no. 029.01.16.Rev C - 'Planting & Maintenance Schedules', 029.01.15.Rev D - 'Hard and Soft Landscape Layout' shall be permanently retained. 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.
21. Prior occupation of any part of the development hereby approved, details of the boundary treatments, within and around the site, shall be submitted to and approved in writing by the Local Planning Authority. The boundary treatments shall be installed in strict accordance with these details as are approved and shall thereafter be permanently retained. No other fences, walls, or other means of enclosure shall be erected on any part of the site.
22. No part of the development shall be occupied until the drainage scheme approved as part of this application has been completed in accordance with approved plan ref: 7938 01.
23. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking, re-enacting that Order with or without modification), any window or opening in the elevation facing North in Plots 24 and 25 shall only be glazed or re-glazed using obscure glass which shall thereafter be permanently retained.

Applicant MR STEVE GRIFFIN S G
ESTATES LTD

**Code
Number**

GRE P/2018/0887

Agent CAPS
MR ROBERT
CARTWRIGHT
90
MAIN ROAD
WYNBUNBURY
NANTWICH
CHESHIRE
CW5 7LS

**Date
Received**

18/10/2018

**Decision
Date**

Reason(s)

1. To comply with Section 91(3) of the Town and Country Planning Act, 1990.
2. To define the scope of the planning permission
3. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
4. To protect the amenities of the occupiers of nearby properties.
5. To define the scope of the planning permission
6. To ensure that the garage is not used in a manner prejudicial to or likely to cause nuisance or disturbance to the occupiers of nearby properties and to ensure that facilities for the garaging of a car remain available at this address at all times.
7. To protect the integrity of the public sewerage system and prevent hydraulic overloading of the public sewerage system. To protect the health and safety of existing residents and to ensure no detriment to the environment.
8. To protect trees which are of significant amenity value to the area.
9. To protect trees which are of significant amenity value to the area.
10. To ensure the work is carried out to accepted arboricultural practices for the long term wellbeing of the tree(s).
11. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
12. In the interests of highway safety.
13. To protect named species / habitats / biodiversity which would otherwise be damaged / lost by the development hereby permitted.
14. 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.
15. In the interests of the amenities of the future occupants of the buildings
16. In the interests of the amenities of the future occupants of the buildings
17. To protect the amenities of the occupiers of nearby properties.
18. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
19. To ensure landscape features are properly considered and protected.
20. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.

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21. To protect the amenities of the occupiers of nearby properties.
To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
In the interests of highway safety.
22. To ensure satisfactory drainage of the site and to avoid flooding.
23. To protect the amenities of the occupiers of nearby properties.

Note(s) to applicant

The scheme of arboricultural supervision required in connection with condition no. 10 above shall make provision for a pre-commencement site meeting between the Local Planning Authority's Arboriculturist, the Developer/ Applicant/ Agent and their appointed Arboricultural Supervisor to agree matters of detail. It shall specify the frequency of arboricultural monitoring and reporting to the Local Planning Authority on the status of all tree protection measures throughout the course of the development and make provision for the submission and approval of a satisfactory arboricultural completion statement

Applicants are advised that compliance with condition no. 17 does not provide an exemption from the statutory nuisance provisions of the Environmental Protection Act 1990. Under the Act dust from any type of activity can be judged to be causing a statutory nuisance to neighbouring properties. A legal notice can be served requiring that the dust nuisance is abated and failure to comply with the requirements of the notice can result in prosecution. The applicant should contact the Council's Housing and Public Protection Department on 01978 315300 for further advice and information.

The Applicant is advised that under the Environmental Protection Act 1990, dust from construction and/or demolition activities can be judged to be causing a statutory nuisance to neighbouring properties. A legal notice can be served requiring that any dust nuisance is abated and failure to comply with the requirements of the notice can result in prosecution. The applicant should contact the Council's Housing and Public Protection Department on 01978 315300 for further advice and information.

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

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construction site waste by burning is likely to be in breach of their duty of care with regard to waste disposal;

- 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 Environment and Planning Department on 01978 315300 for further advice and information.

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

[Signature]
**Officer Appointed for this purpose
Head of Environment and Planning**

Refer to Statement of Applicant's Rights and General Information on our planning web site at:-

http://www.wrexham.gov.uk/english/planning_portal/publications/info_sheets.htm

Certificate

Ian Lewis of Allington Hughes Law 10 Grosvenor Road, Wrexham LL11 1SD
as solicitor for the Owner (as defined in the within written Deed) hereby certifies that
the First Schedule of this Agreement is correct.

Signed

A handwritten signature, likely of Ian Lewis, written in dark ink. The signature is stylized and appears to be 'I. Lewis'.

Dated:

27/3/19

EXECUTED as a DEED on the date specified as the commencement of this Agreement.

EXECUTED as a DEED by affixing

THE COMMON SEAL of

WREXHAM COUNTY BOROUGH COUNCIL

in the

presence of:-



99/19 (b)

Styria Davis

Head of Corporate and Customer Services

Chief Officer Governance & Customer

EXECUTED as a Deed by

S G ESTATES LIMITED acting by a Director

[Signature]

Director

in the presence of:

Signature *[Signature]*

Name Ian Brynmor Lewis
Address Allington Hughes Law
10 Grosvenor Road
Wrexham
LL11 1SD
Occupation Solicitor

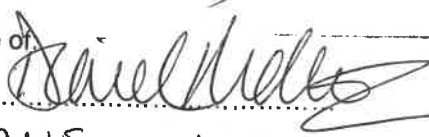
EXECUTED as a Deed by

MICHAEL JONES

..... 

in the presence of

Signature



Name

DIANE L MELLOR

Address

60 ELM HOUSE, RANDY BUSINESS PARK

Occupation

WREXHAM LL11 2UD

OFFICE MANAGER

EXECUTED as a Deed by

MARTIN WILLIAM JONES

..... 

in the presence of

Signature



Name

DIANE L MELLOR

Address

60 ELM HOUSE, RANDY BUSINESS PARK

Occupation

WREXHAM LL11 2UD

OFFICE MANAGER