

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

relating to Land adjacent to Cleveland House,
Cleveland Road, Pentre Broughton in the
County Borough of Wrexham

Dated : 27 October 2016

WREXHAM COUNTY BOROUGH COUNCIL (1)

and

CASTLEMEAD GROUP LIMITED (2)

and

TRAILWALK LIMITED (3)

T Coxon

Head of Corporate and Customer Services

Guildhall

Wrexham

LL11 1AY

Ref: ND/020204

DATE 27 October 2016

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham, LL11 1AY ("Council")
- (2) **CASTLEMEAD GROUP LIMITED** (a company incorporated in England and Wales under Company Number 02985505) of Abenbury House, 17 Wilkinson Business Park, Clywedog Road South, Wrexham LL13 9AE ("the Owner")
- (3) **TRAILWALK LIMITED** (a company incorporated in England and Wales under Company Number 03994474) of Darland House, Chester Road, Rossett, Wrexham LL12 0DL ("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 Council resolved on the 11th March 2016 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 11th June 2015 submitted to the Council for the Development and allocated reference number P/2015/0435

"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
"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
"Original s106 Agreement"	means the agreement dated 10 th May 2010 and made between the Council and the Owner
"Plan"	the Plan attached to this Deed
"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 Sixth Schedule
"Retaining Wall"	means the wall abutting and adjoining the western side of Clayton Road, Pentre Broughton which is to be constructed as part of the Development in accordance with condition 18 of the Planning Permission
"Retaining Wall Contribution"	means the sum (indexed in accordance with the provisions of this Deed) representing the future cost of maintenance of the Retaining Wall, such sum to be calculated in





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Head of Environment and Planning
Environment and Planning Department
16 Lord Street, Wrexham
LL11 1LG

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



P/2015/0435
Land adjacent to Cleveland House
Clayton Road, Pentre Broughton
Wrexham

Date: 11/10/2016
Scale: 1:1250
OS Sheet: SJ2954



accordance with the principles, advice and formulae (so far as they are applicable to the matter) set out in the document entitled "Commuted Sums for Maintaining Infrastructure Assets" published under ADEPT (Association Of Directors of Environment, Economy, Planning and Transport) (formerly the County Surveyors Society) to be paid by the Owner to the Council and expended by the Council in accordance with the provisions of the Second Schedule

"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, 15 and 16 (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 Schedule.
- 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 Third 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 £1000.00.
- 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 MORTGAGEE'S CONSENT

9.1 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.

10 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.

11 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

12 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.

13 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.

14 VAT

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

15 JURISDICTION

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

16 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 adjacent to Cleveland House, Clayton Road, Pentre Broughton, Wrexham which is registered at H M Land Registry in the names of the Owner with title absolute under title number CYM235620, CYM513706, WA598033, CYM153548 and CYM267372 and shown edged in red on the Plan

SECOND SCHEDULE

Owner's Covenants – Retaining Wall Contribution

The Owner covenants with the Council to pay the Retaining Wall Contribution such sum to fall payable upon completion of the Retaining Wall

THIRD SCHEDULE

Council's Covenants - Discharge of obligations

- 1 The Council covenants with the Owner to use the Retaining Wall 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 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 5 years of the date of receipt by the Council together with Interest from the date of the payment to the date of refund.

FOURTH SCHEDULE
DRAFT PLANNING PERMISSION

In pursuance
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Applicant

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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

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Agent	NIGEL THORNS PLANNING CONSULTANCY WATTON 22 KINGSLAND ROAD SHREWSBURY SY3 7LD	Date Received	11/06/2015
		Decision Date	

Town and Country Planning Act, 1990

Location of application

LAND ADJACENT TO CLEVELAND HOUSE, CLAYTON ROAD, PENTRE BROUGHTON, WREXHAM, LL11 6BU

Description of application

RENEWAL OF UNEXPIRED PLANNING PERMISSION (P/2009/0676) TO EXTEND TIME PERIOD OF CONDITION 1 - ERECTION OF 4 DETACHED DWELLINGS, DEMOLITION OF 2 EXISTING GARAGES AND ERECTION OF NEW SINGLE GARAGE AND WORKSHOP TO CLEVELAND HOUSE, TOGETHER WITH ACCESS AND EXTERNAL WORKS

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

Revision	Date	Description of Decision
0		Planning permission issued

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. Other than items to be submitted to and approved in connection with planning conditions listed below, the development shall only be carried out in strict accordance with the details shown on the approved drawing(s) numbered CH-01-01, 02, 03, and 04, CH-02-01, 02, 03, and 04, CH-03-01, 02, 03 and 04, CH-04-01, 02, 03 and 04, CH-GA-01, 03, 04 and 05, CH-07, CH- 06 Rev F, and contained in the application documentation

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3. Prior to their use on the development samples of all external facing and roofing materials shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in strict accordance with such details as are approved.

4. Notwithstanding the approved plans, this permission only authorises the felling of the following trees, groups of trees or hedges as identified as T1, T3, T6, T7, T9 to T11, T14 to T16, T29 G5, G17 and H12 as shown on the Tree Constraints Plan as submitted with the Arboricultural Assessment Report.

5. The tree protection measures as shown on the Tree Protection Plan, and as confirmed within Section 6 of the submitted Arboricultural Assessment report by Pearce Environment Ltd dated September 2015, shall be fully implemented and maintained for the duration of the construction stage of the development.

6. No development is permitted on site until a full geotechnical report which includes an investigation and an assessment of the stability of the slope and full details of the retaining structures to be built within the site and how those structures will ensure the maintenance of root protection areas as approved in connection with condition 5 has been submitted to and approved by the Local Planning Authority.

7. Before development commences, further tree management and protection details for tree T13 as shown on the Tree Constraints Plan of the submitted Arboricultural Assessment Report by Pearce Environmental Ltd shall be submitted to and approved with the Local Planning Authority.

8. Before any development commences at the site, a scheme of details to allow suitable coppice management of trees T18 to T19, T21 to T22 and T27 to T28 shall be submitted to and approved in writing with the Local Planning Authority.

9. Within three months of commencement of development, full details of a hard and soft landscaping scheme together with a timescale for implementation of works shall be submitted to and approved in writing by the Local Planning Authority. The soft landscaping details shall include details for the planting and maintenance of native understorey species within the central section of the site, and the details should also include an ecological action plan to incorporate biodiversity measures as part of the landscaping scheme.

10. As part of the development the items raised in para 3.16, 3.18 to 3.21 and 3.34 of the submitted Ecology Appraisal by Pearce Environment Ltd dated September 2015 shall be fully implemented as part of the development.

11. The landscaping scheme including the paving and footpath areas submitted and approved in connection with condition no. 9 shall be fully implemented in all respects within three months of the first use of the building

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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.

12. The landscaping scheme as carried out in connection with condition no. 9 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 with trees or shrubs and within a timescale all to be submitted to and approved in writing by the Local Planning Authority.

13. 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.

14. 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.

15. No part of the development shall be occupied until the sustainable drainage scheme for the site has been completed in accordance with condition no. 14. The sustainable drainage scheme shall be managed and maintained thereafter in strict accordance with the agreed management and maintenance plan.

16. The vehicle parking areas indicated on the approved plans shall be laid out, surfaced and drained prior to the first use of the building hereby granted and shall thereafter be retained for those purposes.

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Wrexham

17. The site shall be developed in accordance with the floor levels as shown on the approved plans. No changes to the floor levels shall be made without the prior written approval of the Local Planning Authority.

18. No development shall commence on site until a full structural report regarding the retaining wall bounding Clayton Road has been carried out and the results submitted to and approved in writing by the Local Planning Authority. The report shall include any recommendations of work necessary to ensure the long term safety of the adjoining highway including the impacts (if any) of the proposed development. Any works thereby required shall be undertaken prior to the first occupation of any dwelling on site.

19. There shall be no gates or other means of enclosure across the vehicular access point within 5 metres of the highway boundary.

20. The proposed access to plots 1 and 2 onto Green Road shall have visibility splays of 2.4 metres x 33 metres in both directions measured along the centreline of the adjoining carriageway within the control of the applicant and/or Highway Authority. Within the splays there shall be no obstruction in excess of 1 metre in height above the level of the adjoining carriageway. The splay shall be provided before first use/ occupation of the development and shall thereafter be retained clear of obstruction.

21. The proposed access to plots 3 and 4 onto Clayton Road shall have visibility splays of 2 metres x 33 metres to the nearside edge of the adjoining carriageway in a southerly direction, and 2 metres x 25 metres to the centreline of the adjoining carriageway in a northerly direction, within the control of the applicant and/or Highway Authority. Within the splays there shall be no obstruction in excess of 1 metre in height above the level of the adjoining carriageway. The splay shall be provided before first use/ occupation of the development and shall thereafter be retained clear of obstruction.

22. Prior to first use of the vehicular access hereby approved, the access shall be surfaced with hard bound materials (e.g. bituminous macadam) for a minimum distance of 5 metres behind the adjoining highway.

23. The vehicle parking areas and car port areas as indicated on the approved plans shall be laid out, surfaced and drained prior to the first use of the buildings, and shall thereafter retained for those purposes.

24. There shall be no development on site until a scheme showing a detailed layout, design, drainage and construction of the new footway, passing bay, retaining wall (including vehicle restraint) and road widening as shown on the approved layout plan has been submitted to and approved in writing by the Local Planning Authority.

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Reason(s)

1. To comply with Section 91(3) of the Town and Country Planning Act, 1990.
2. To ensure that the development fully complies with the appropriate policies and standards.
3. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
4. To ensure that the development retains trees as part of the development in the interests of visual amenity, ground stabilisation, and ecology.
5. To ensure that the retained trees are adequately protected during development in the interests of amenity.
6. To ensure that any retaining structures which are indicated on the approved cross section plans are carried out in a way that does not prejudice the retention of trees that area scheduled to be retained as part of the development.
7. To ensure that this Category B tree is suitably retained as part of the development.
8. To ensure that the trees can be retained in close proximity to dwellings without causing excessive shading, and to maintain good natural lighting without unduly compromising local ecology and biodiversity.
9. To ensure that that the loss of existing trees at the site is suitably mitigated in the interests of ecology and biodiversity, and to also in the interests the visual amenities of the area and residents.
10. In combination with the landscaping scheme as required in connection with condition 9 of this permission, the works as confirmed in those paragraphs will ensure that ecology interest at the site is adequately protected and mitigated.
11. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
12. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
13. 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.
14. To ensure satisfactory drainage of the site and to avoid flooding.
15. To ensure satisfactory drainage of the site and to avoid flooding.

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16. 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.

17. To ensure that the development fully complies with appropriate policies and standards.

18. In the interests of highway safety.

19. In the interest of the free and safe movement of traffic on the adjacent highway and to ensure the formation of a safe and satisfactory access.

20. In the interests of highway safety.

21. In the interests of highway safety.

22. To ensure that no deleterious material is carried onto the highway, in the interests of highway safety.

23. In the interests of highway safety.

24. In the interests of highway and pedestrian safety.

Note(s) to applicant

The accuracy of the detailed plans and drawings forming part of the application documents hereby approved shall remain the responsibility of the applicant/developer.

The permission hereby granted does not authorise encroachment upon, or interference with, the adjoining property.

You should ensure that any difference between the plans approved under the Town and Country Planning Acts and under the Building Regulations is resolved prior to commencement of development, by formal submission of amended plans.

You are advised that building work which involves work on an existing wall shared with another property, building on the boundary with a neighbouring property or excavating near a neighbouring building may require the separate consent of the neighbour under the provisions of the Party Wall Act. If you require further information or advice please contact the Building Control Section on 01978 292050.

You are advised that this grant of planning permission was made following the completion of an Agreement under Section 106 of the Town and Country Planning Act. Before undertaking any work under this permission you are advised to obtain full details of the Agreement and ensure that you are able to comply with its terms.

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All works relating to this development which are audible beyond the site boundary should be carried out only between 7.30 and 18.00 hrs Monday to Friday, and 08.00 to 14.00 hrs on a Saturday, and at no time on a Sunday or a Bank Holiday. Outside these times, any works which are audible beyond the site boundary have the potential to cause unreasonable disturbance to neighbouring premises.

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.

The applicant should adhere to the times given above wherever possible. 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;
- 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.

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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 0345 762 6848. Further information is available on The Coal Authority website at: www.gov.uk/government/organisations/the-coal-authority. Your attention is drawn to Highway Supplementary Notes Numbered 1, 3, 4 and 5 on the enclosed ""Applicants' Rights and General Information"".

This permission is granted subject to the above conditions. Some conditions may require your attention prior to you carrying out any work on the proposal. These conditions are known as ""conditions precedent"". You should be aware that it is important that you comply with any ""conditions precedent"". If you do not, then any work you undertake on the development subject of this permission would not have planning permission.

Many trees contain wildlife such as bats and nesting birds that are protected by law. The consent / permission given by this notice does not override the protection afforded to these species and their habitats. The applicant is advised to take steps to ensure that the all works do not cause harm to any protected species.

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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.htm

DRAFT

CERTIFICATE

JAMES FELTON of **SETFORDS**..... 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

James Felton

Dated *17th October* **2016**

EXECUTED as a DEED by affixing

THE COMMON SEAL of

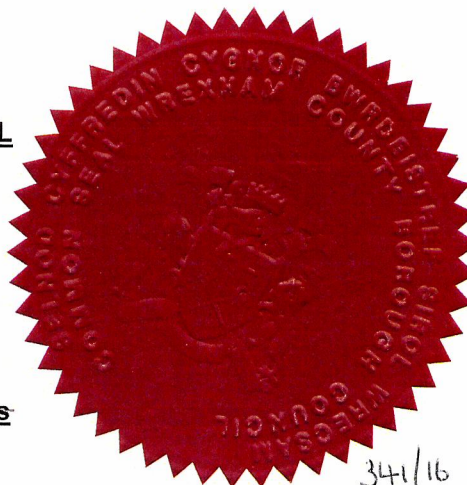
WREXHAM COUNTY BOROUGH COUNCIL

in the presence of:-



Head of Corporate and Customer Services

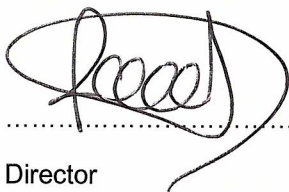
Service Manager
(Legal, Democratic and Registration Services)



EXECUTED as a Deed by

CASTLEMEAD GROUP LIMITED acting by a

Director and its Secretary or two Directors:-


.....

Director


.....

Director/Secretary

EXECUTED as a Deed by

TRAILWALK LIMITED acting by a

Director and its Secretary or two Directors:-


.....

Director


.....

Director/Secretary