

Carmarthen, SA31 1LE.

**RHAN A: Manylion cysylltu**

**PART A: Contact details**

**Eich manylion/manylion eich cleient**  
Your details / your client's details

**Manylion yr asiant (os ydynt yn berthnasol)**  
**Agent's details (if relevant)**

**Enw**  
Name

Clive Hanham

**Teitl swydd (lle y bo'n berthnasol)**  
Job title (where relevant)

**Sefydliad (lle y bo'n berthnasol)**  
Organisation (where relevant)

Vice Chairman  
Friends Of Tycroes  
Park's ( FOTP)

**Cyfeiriad**  
Address

5, Heol Brown  
Tycroes  
Ammanford  
SA18 3QG

**Rhif ffôn**  
Telephone no

**E-bost**  
Email address

**Llofnodwyd**  
Signed

**Dyddiad**  
Date

08. 04. 2023

**RHAN B: Eich sylw**

**PART B: Your representation**

**Eich enw / sefydliad**  
Your name / organisation

<p><b>1. Ar ba ran/rannau o'r Cynllun (neu ddogfennau ategol) rydych yn rhoi sylwadau?</b></p> <p><b>1. Which part(s) of the Plan (or supporting documents) are you commenting on?</b></p>	
<p><i>Rhif(au) polisi Cynllun Datblygu Lleol neu ddyraniad safle</i></p> <p>LDP policy or site allocation number(s)</p>	
<p><i>Rhif(au) paragraff y Cynllun Datblygu Lleol neu adran</i></p> <p>LDP paragraph or section number(s)</p>	
<p><i>Cyfeiriad(au) Map Cynigion y Cynllun Datblygu Lleol</i></p> <p>LDP Proposals Map reference(s)</p>	
<p><i>Os yw eich sylw yn perthyn i ddogfen ategol (e.e. y Gwerthusiad o Gynaliadwyedd), rhowch yr enw(au) a'r cyfeiriad(au) i mewn yma.</i></p> <p>If your representation relates to a supporting document' including the:</p> <p>Sustainability Appraisal), and/or</p> <p>Habitat Regulations Assessment</p> <p>insert the name of the document and section reference(s) and/or paragraph number here.</p>	
<p><b>2. Cyn i chi esbonio eich sylwadau'n fanwl, byddai'n dda gwybod p'un a gredwch fod y Cynllun yn gadarn ai peidio, ac a yw'n bodloni'r gofynion gweithdrefnol.</b></p> <p><i>I gael rhagor o wybodaeth am gademid a gofynion gweithdrefnol, gweler y nodiadau cyfarwyddyd.</i></p> <p><b>2. Before you set out your comments in detail, it would be helpful to know whether you think the Plan is sound and meets the procedural requirements.</b></p> <p><i>For more information on soundness and procedural requirements, see the guidance notes.</i></p>	
<p><i>Rwyf o'r farn bod y CDLI yn gadarn ac yn bodloni gofynion gweithdrefnol.</i></p> <p>I think the LDP is sound and meets procedural requirements.</p>	
<p><i>Rwyf o'r farn nad yw'r CDLI yn gadarn ac y dylid ei newid.</i></p> <p>I think the LDP is unsound and should be changed.</p>	<p>(X)</p>

COULD NOT PLACE ✓ TICK ON LAPTOP HENCE (X)

<p><i>Rwy'n credu na chafodd y gofynion gweithdrefnol eu bodloni.</i> I think that the procedural requirements have not been met.</p>		<input checked="" type="checkbox"/>
<p><b>3. A hoffech i'r Cynllun gynnwys polisi, dyraniad safle neu paragraff newydd?</b> <i>Ticiwch bob un sy'n berthnasol.</i></p> <p><b>3. Would you like the LDP to include a <u>new</u> policy, site allocation or paragraph?</b> Tick <u>all</u> that apply.</p>		
<p><i>Dyraniad safle newydd</i> New site allocation</p>		
<p><i>Polisi newydd</i> New policy</p>		<input checked="" type="checkbox"/>
<p><i>Paragraff neu destun ategol newydd</i> New paragraph or supporting text</p>		<input checked="" type="checkbox"/>
<p><b>4. Os ydych am ychwanegu dyraniad safle newydd, a wnaethoch gyflwyno'r safle yn flaenorol fel safle cais? Os felly, a fydddech cystal â rhoi enw a chyfeiriad y safle cais (os yw'n hysbys).</b> <b>4. If you want to add a new site allocation, have you previously submitted the site as a Candidate Site? If so, please give the Candidate Site name and reference (if known).</b></p>		
<p><i>Enw'r safle</i> Site name</p>	<p>Heol Brown parkland and woodlands</p> <p>This area of land and woodlands was conveyed by the coal board in 1988 to Llanelli borough Council, with covenants that the land in the conveyance is solely for the purpose of community recreation and amenity, in perpetuity (until 2068) and any other purpose needs to be notified to the coal board,</p> <p>the coal board have had no notification of ANY changes of use to any parts of the land in the 1988 conveyance, and consequently havent given consent</p> <p>therefore the covenants remain as intended in the conveyance, all the land is for recteation and amenity purposes for the community</p>	
<p><i>Cyfeiriad y cais</i> Site reference</p>		
<p><b>Os ydych am awgrymu safle newydd, dylech atodi cynllun o'r safle yn nodi ffiniau'r</b></p>		

X 1/

I think the LDP is unsound and should be changed

I feel this is the case as the two parcels of land situate in Heol Brown between No4 and No6 and alongside No8 form part of the conveyance of 1988 from the coal board, with specific covenants as to the future use of the land being specified as for "recreation and amenity", Any intended use other than the above to be notified to the coal board, and consent sought, the coal board have not been notified that these two parcels of land are now proposed to be included inside the LDP development limit, and need to be removed from being contained within these proposed development limits, to be reinstated as intended in the original conveyance, not for development, or sale,

Attachments 1/ and 2/

I enclose attachments showing the two parcels of land shaded in red and a copy of coal board map showing All the land in the conveyance of 1988

X 2/

Procedural requirements have not been met

This comment is because CCC have in their possession the conveyance document containing the covenants mentioned in X 1/ above, yet have proceeded to propose changes to the LDP development limits, that would include parcels of land in contravention to those covenants, without conforming to the required procedure in informing the coal board as required in the original conveyance.

I attach highlighted sections of the conveyance document to confirm the above and clarify the intended future use of the land conveyed by the coal board for community use

Attachment 3/

X 3/

New Policy

I think that the "new policy" needs to establish and clarify the "recreation and amenity" status of the large parcel of land sited at Heol Brown park between the two green shaded areas in the current LDP proposal,

It's important to state that in last 2 years via the FOTP (Friends Of Tycroes Parks) there has been extensive work carried out in both woodland sections of the parkland, in as much as that a comprehensive footpath development has been carried out by a contracting company for the benefit of our community use, and all gravelled paths are wheelchair user friendly, and has had a tremendous benefit as witnessed by the huge increase in users, this development has included installation of boardwalks and drainage systems

In the open grassed area between the scouts hall and the refurbished childrens play area

several large picnic tables have been laid out, and the increased footfall in the park and woodlands is quite incredible,

as a result of the above improvements and numbers of community events held on the site

It is asked that this area be awarded the same status as the current green shaded area that is, "protected from development"

This would also establish the land donated in the 1988 conveyance, being recognised, and established, on record within the LDP, to be retained in perpetuity for the community as intended by the coal board conveyance for community "recreation and Amenity"

I attach a copy of a section of the current LDP plan, and hatched in red the area of land which needs to be established as "protected from development" status.

Attachment 4/

X 4/

New paragraph or supporting text,

If appropriate a new paragraph or text might be beneficial in explaining the status of the parcel of land conveyed in 1988 from the coal board and the explicit content describing its intended use by the community

it would clarify both the coal board's generosity (sold for £1)

and CCC compliance via the LDP to honour the vendor's intentions regarding use

*Ticiwch yma os ydych chi'n cyflwyno deunydd ychwanegol i gefnogi eich sylw.*

Tick here if you are submitting additional material to support your representation.



**6. Os ydych yn gwrthwynebu'r Cynllun Datblygu Lleol, ydych am siarad mewn sesiwn gwrandawriad yr Archwiliad cyhoeddus?**

*Ar y cam hwn, gallwch wneud sylwadau'n ysgrifenedig yn unig (gelwir y rhain yn 'sylwadau ysgrifenedig'). Fodd bynnag, gall pawb sydd am newid y Cynllun ymddangos gerbron yr Arolygydd a siarad mewn 'sesiwn gwrandawriad' yn ystod yr Archwiliad cyhoeddus. Ond dylech gofio y bydd yr Arolygydd yn rhoi'r un pwys ar eich sylwadau ysgrifenedig ar y ffurflen hon â'r rheiny a wneir ar lafar mewn sesiwn gwrandawriad. Sylwer hefyd y bydd yr Arolygydd yn pennu'r weithdrefn fwyaf priodol ar gyfer darparu ar gyfer y rhain sydd eisiau rhoi tystiolaeth lafar.*

**6. If you are objecting to the LDP, do you want to speak at a hearing session of the public examination?**

At this stage, you can only make comments in writing (these are called 'written

representations"). However, everyone that wants to change the Plan can appear before and speak to the Inspector at a 'hearing session' during the public examination. But you should bear in mind that your written comments on this form will be given the same weight by the Inspector as those made verbally at a hearing session. Please also note that the Inspector will determine the most appropriate procedure for accommodating those who want to provide oral evidence.

*Nid wyf am siarad mewn sesiwn gwrandawriad ac rwyf yn fodlon i'm sylwadau ysgrifenedig gael eu hystyried gan yr Arolygydd.*

I do not want to speak at a public hearing and am happy for my written representations to be considered by the Inspector.

*Rwyf am siarad mewn sesiwn gwrandawriad.*

I want to speak at a public hearing.

*Os ydych chi eisiau cyfranogi mewn gwrandawriad, nodwch isod am beth rydych chi eisiau siarad (e.e. 'Safle Tai ym Mhen y Graig' neu 'Y targed tai cyffredinol').*

If you want to participate in a hearing, indicate below what you want to speak about (e.g. 'Housing site at Pen y Graig' or 'The overall housing target').

*COUNCIL'S COMPLIANCE WITH COVENANTS FROM CONVEYANCE OF 1985*

**7. Os ydych am siarad, byddai'n ddefnyddiol pe gallech nodi ym mha iaith yr hoffech gael eich clywed.**

**7. If you wish to speak, it would be helpful if you could indicate in which language you would like to be heard.**

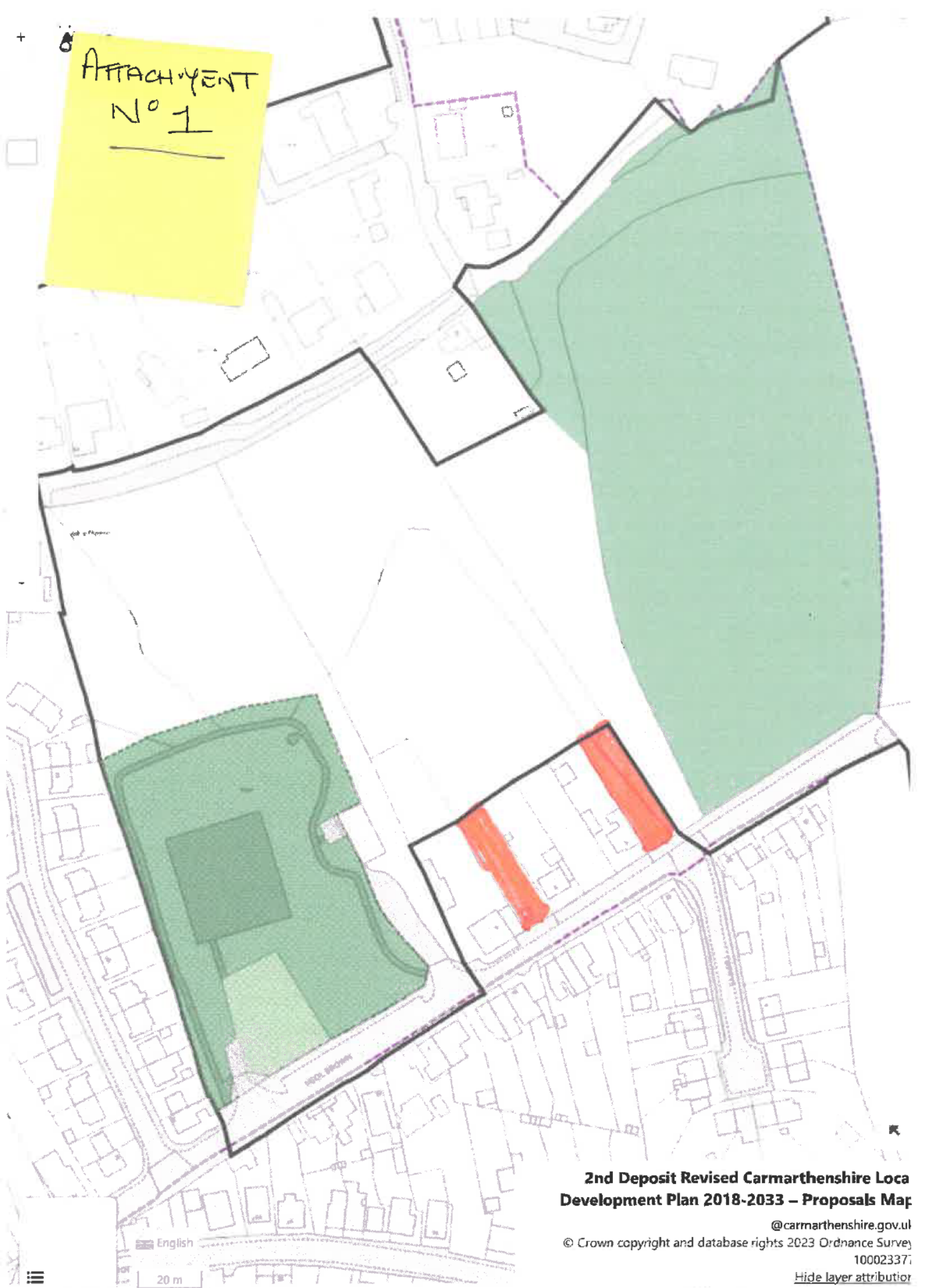
*Rwy'n dymuno cael fy nghlywed yn Gymraeg.*

I wish to be heard in Welsh.

*Rwy'n dymuno cael fy nghlywed yn Saesneg.*

I wish to be heard in English.

ATTACHMENT  
N° 1



**2nd Deposit Revised Carmarthenshire Local  
Development Plan 2018-2033 – Proposals Map**

[@carmarthenshire.gov.uk](https://www.carmarthenshire.gov.uk)

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100023371

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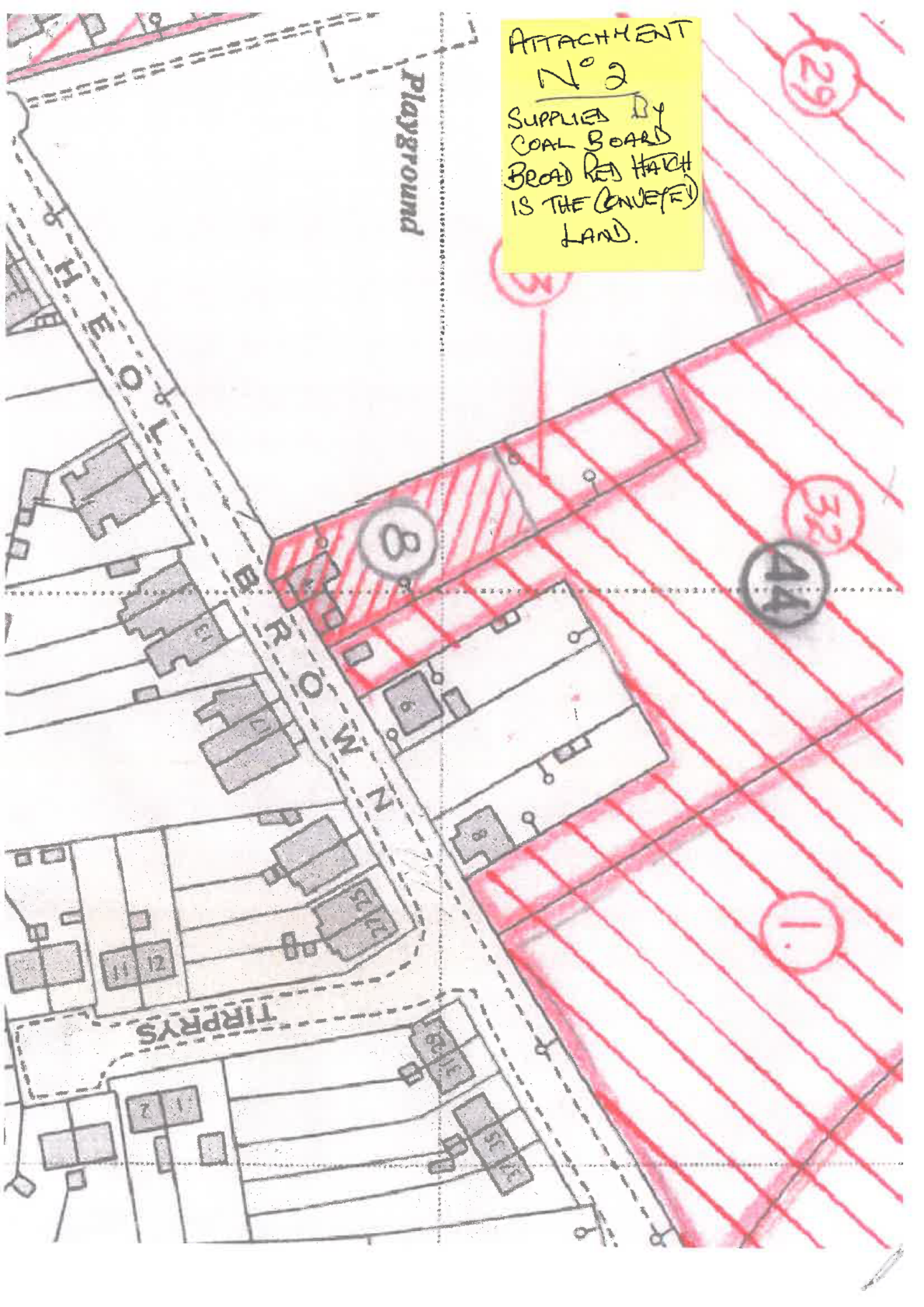
English

20 m



ATTACHMENT  
N<sup>o</sup> 2

SUPPLIED BY  
COAL BOARD  
BROAD RED HATCH  
IS THE (CONVEYED)  
LAND.







ORIGINAL  
PLAN OF  
CONVEYANCE  
ATTACHED TO  
COAL BOARD  
DOCUMENT

ORIGINAL N.C.B. MAP ATTACHED  
TO 1988 CONVEYANCE SHOWING LAND  
ENCLOSED BY HEAVY LINE OF THE LAND  
BEING TRANSFERRED IN CONVEYANCE

ATTACHMENT 3

PERTINENT  
HIGHLIGHTED  
EXTRACTS FROM  
COAL BOARD  
CONVEYANCE 1988

Copy - Original - See Packet 23/29/11

THIS CONVEYANCE is made the Twenty sixth day of October  
One thousand nine hundred and eighty eight BETWEEN The BRITISH  
COAL CORPORATION whose principal office is at Hobart House  
Grosvenor Place Westminster in the Administrative Area of Greater  
London SW1X 7AE (hereinafter called "British Coal") of the one  
part and LLANELLI BOROUGH COUNCIL whose principal office is at  
The Town Hall Llanelli in the County of Dyfed (hereinafter called  
"the Purchasers") of the other part

WHEREAS British Coal is seised of the property described in the  
First Schedule hereto (hereinafter called "the Property") for  
an estate in fee simple absolute in possession subject to the  
matters mentioned in the Third Schedule hereto but otherwise free  
from incumbrances and has agreed to sell the same to the Purchaser  
except reserved and subject as hereinafter mentioned but otherwise  
free from incumbrances at the price of One pound

NOW THIS DEED WITNESSES as follows:-

1. In pursuance of the said agreement and in consideration of  
the sum of One pound paid by the Purchaser to British Coal (the  
receipt whereof British Coal hereby acknowledges) British Coal  
as BENEFICIAL OWNER hereby CONVEYS unto the Purchaser ALL THAT  
the Property EXCEPT AND RESERVED as mentioned in the Second  
Schedule hereto TO HOLD unto the Purchaser in fee simple  
SUBJECT as mentioned in the Third Schedule hereto
2. The Purchaser hereby covenants with British Coal to the intent  
and so as to bind (so far as practicable) the Property or any  
part or parts thereof into whosoever hands the same may come  
and to benefit and protect any mines and minerals in which British  
Coal has any interest and which provide subjacent or lateral  
support for the Property or any part or parts thereof that no

make any payment or take any other action under the Coal-Mining (Subsidence) Act 1957 or any other legislation relating to subsidence damage for the time being in force in respect of such damage or arising therefrom or from the happening thereof

- (b) to indemnify British Coal against all liability and expense and to waive any liability of British Coal to the Purchaser in respect of such subsidence damage as is referred to in the last preceding sub-clause to the Property or to any building structure or works thereon arising or incurred under or by virtue of legislation relating to subsidence damage

4. (i) The Purchaser hereby further covenants with British Coal that:

(a) If the Property or any part thereof is used for any purpose other than for recreation or amenity purposes forthwith to notify British Coal in writing of such change of user

(b) If the Property or any part thereof is used for any purpose other than for recreation or amenity purposes to pay to British Coal the market value of the Property to be ascertained as provided in sub-clause (ii)(a) hereof less the sum of £1.00 (being the amount of the consideration herein paid to British Coal by the Purchaser)

(ii) (a) The market value of the Property shall be a sum representing the full market value which the Property may be expected to realise on the Notice Date as hereinafter defined upon the assumption that the

RELEVANT  
EXTRACTS OF  
COVENANTS  
CONTAINED IN  
THE CONVEYANCE  
FROM THE N.C.B  
20th Oct. 1988

Property is being sold in the open market by a willing seller to a willing purchaser subject to the terms of this conveyance other than this clause there being disregarded any effect on the said market value of the fact that the Purchaser has been in occupation of the Property

- (b) The Notice Date shall be the date on which British Coal affixed a notice in writing to the Property stating that the Property or any part thereof is being used for purposes other than for recreation or amenity purposes and requiring sub-clause (1)(b) hereof to be complied with

5. The Purchaser hereby further covenants with British Coal

- (a) not to dispose of or grant any interest in the Property or any part thereof to any person without obtaining from such person covenants in favour of British Coal in the terms of clauses 3 and 4 of this conveyance and without including in the relevant instrument a provision to the same effect as clause 6 hereof as to the perpetuity period
- (b) to secure that British Coal is made a party to any disposition or grant referred to in the last preceding sub-clause for the purpose of taking the benefit of the covenants in its favour in the terms of the covenants imposed by this conveyance and to furnish British Coal without cost to it with a duplicate of every instrument giving effect to any such disposition or grant such duplicate instrument to be duly stamped executed by every

person covenanting thereunder in favour of British Coal and supplied to British Coal within six weeks from the date of execution thereof But so that British Coal shall not be called upon to execute any such instrument

6. The perpetuity period applicable under the rule against perpetuities in relation to any provision in this deed to which the rule applies shall be of a duration equal to eighty years from the date hereof = 2068.

7. British Coal hereby acknowledges the right of the Purchaser to the production and delivery of copies of the documents specified in the Fourth Schedule hereto (the possession of which is retained by British Coal) and hereby undertakes with the Purchaser for the safe custody thereof

8. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Thirty thousand pounds

IN WITNESS whereof the respective common seals of British Coal and of the Purchaser have been hereunto affixed the day and year first before written

#### THE FIRST SCHEDULE

(Description of the Property)

ALL THAT plot of land lying between and in part adjoining Heol Brown and Hafod Road Tycroes in the Borough of Llanelli in the County of Dyfed and known as Wernos Park Tycroes aforesaid All

The COMMON SEAL of The  
BRITISH COAL CORPORATION  
was hereunto affixed  
in the presence of:-

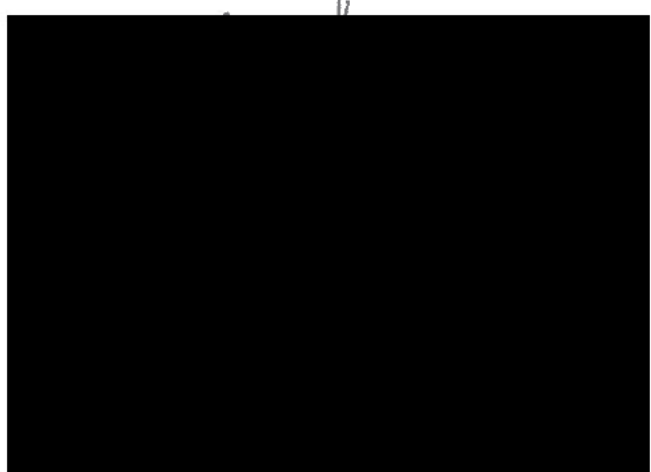
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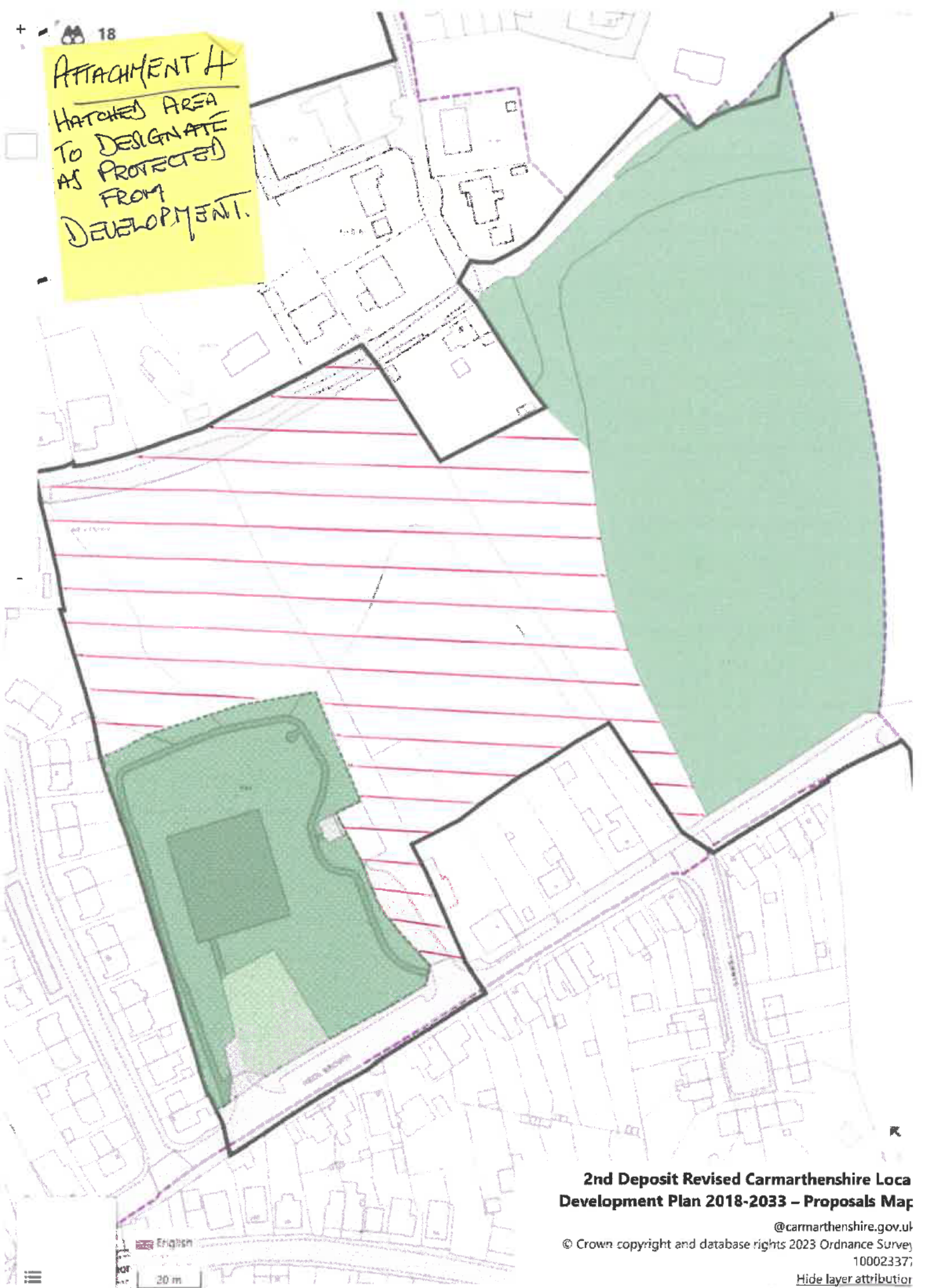
The COMMON SEAL of  
LLANELLI BOROUGH COUNCIL  
was hereunto affixed  
in the presence of:-

)  
)  
)  
)  
)  
)



8216108

ATTACHMENT H  
HATCHED AREA  
TO DESIGNATE  
AS PROTECTED  
FROM  
DEVELOPMENT.



**2nd Deposit Revised Carmarthenshire Local  
Development Plan 2018-2033 – Proposals Map**

@carmarthenshire.gov.uk

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