

FORSTERS

DATED

18 May

2018

- (1) WREXHAM COUNTY BOROUGH COUNCIL
- (2) WYNNSTAY FARMING COMPANY LIMITED
- (3) WEATHERBYS BANK LIMITED

DEED OF VARIATION TO SECTION 106 AGREEMENT DATED 2 OCTOBER 2015

in respect of

Land situated to the south of Ruabon at the intersection of the A483 and the
A539 Wrexham LL14 6TE



DATE

18 May

2018

PARTIES

- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall Wrexham LL1 1AY ("the Council")
- (2) **WYNNSTAY FARMING COMPANY LIMITED** (company registration number 3024017) of 2 Hilliards Court Wrexham Road Chester CH4 9QP ("the Owner")
- (3) **WEATHERBYS BANK LIMITED** (company registration number 2943300) of Sanders Road Finedon Road Industrial Estate Wellingborough NN8 4BX ("the Mortgagee")

RECITALS

- (A) The Council is the local housing authority and the Local Planning Authority for the purposes of Section 106 of the 1990 Act for the area in which the Site is situated and by whom the obligations contained within this Deed are enforceable.
- (B) The Owner is the owner of the freehold interest in the Site registered at the Land Registry under Title Number WA794334.
- (C) The Mortgagee is the mortgagee of the Site under a legal charge dated 21 August 2013 and registered at the Land Registry on 10 September 2013.
- (D) On 2 October 2015 the Planning Permission was granted subject to conditions in relation to the Site following completion of an agreement pursuant to section 106 of the 1990 Act between the parties hereto ("the Planning Agreement").
- (E) On 19 December 2017, a non-material amendment to the Planning Permission was granted pursuant to Section 96A of the 1990 Act to allow alterations to the masterplan layout.
- (F) The Owner has submitted under section 73 of the 1990 Act (reference P/2018/0053) a planning application to vary conditions 8, 25, 26, 30 and 31 of the Planning Permission and the Council has resolved to grant permission for this application ("the Second Planning Permission") subject to the completion of this Deed to ensure that the development permitted is undertaken subject to the Planning Agreement as varied by this Deed.
- (G) This Deed is supplemental to the Planning Agreement.
- (H) The Parties have agreed to modify the Planning Agreement in the manner set out in this Deed.

NOW THIS DEED WITNESSES as follows:-

1. **DEFINITIONS**

Unless the same are given alternative definitions in this Deed the words and expressions common to this Deed and the Planning Agreement shall have the meaning prescribed in the Planning Agreement.

2. **CONSTRUCTION OF THE 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 the successors to its respective statutory functions.

3. **LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106(1)(a) and Section 106A(2) of the 1990 Act, Section 2 of the Local Government Act 2000 and Section 111 of the Local Government Act 1972 and all other enabling powers and enactments that may be relevant for the purpose of giving validity to this Deed with the intent that the Planning Agreement shall be varied as hereinafter provided.
- 3.2 The covenants restrictions and requirements in the Planning Agreement as varied by this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner.

- 3.3 The parties agree and declare that the covenants modified by this Deed shall be treated as Local Land Charges for the purposes of the Local Land Charges Act 1975 and this Deed shall be registered as such by the Council.

4. CONDITIONALITY

This Deed is conditional upon:

- (a) the grant of the Second Planning Permission; and
- (b) the Commencement of Development;

save for the provisions of 6.1, 7 and 8 which shall come into effect on completion of this Deed.

5. VARIATION OF THE PLANNING AGREEMENT

- 5.1 Save as varied by this Deed, the Planning Agreement shall remain in full force and effect.
- 5.2 From the date of this Deed, the Planning Agreement shall be varied read and construed in the manner provided for in Schedule 1 to this Deed.
- 5.3 The parties covenant with each other to give full force and effect to this Deed in the interpretation performance and enforcement of the obligations contained in the Planning Agreement.

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 £500.00 (five hundred pounds).
- 6.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 6.3 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 or of the Planning Agreement.
- 6.4 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.
- 6.5 The Mortgagee is a party to this Deed to signify its consent to the variations of the Planning Agreement contained herein and it is hereby acknowledged by all parties that the Mortgagee's

liability pursuant to this Deed shall be limited in accordance with the provisions of clause 8 of the Planning Agreement.

7. JURISDICTION

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

8. 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

SCHEDULE 1 – Variation of the Planning Agreement

1. In clause 1 of the Planning Agreement:

1.1 New definitions shall be inserted as follows:

Deed of Variation	a deed to vary the terms of the Planning Agreement entered into between the parties immediately prior to the grant of the Second Planning Permission
Food Store Owner	any party who is successor in title to the Owner in respect of that part of the Site comprising the Food Store
Plan C	the plan C attached to this Deed
Second Planning Application	the section 73 application for the Second Planning Permission submitted to the Council and given reference number P/2018/0053
Second Planning Permission	the grant of planning permission substantially in the form of the draft annexed to the Deed of Variation as Appendix 1 issued by the Council pursuant to the Second Planning Application and any Reserved Matters Approval

1.2 Within the definition of “Development” the following should be added at the end of the definition:

“or the Second Planning Permission (as appropriate)”

1.3 Within the definition of “Food Store” the following should be added at the end of the definition:

“the location of which is shown edged orange on Plan C”

1.4 Within the definition of “Planning Application” the following should be added at the end of the definition:

“or the Second Planning Application”

- 1.5 Within the definition of "Public Open Space" the following should be added after the wordings "...Plan B to this Agreement":

"or shaded green on the updated illustrative site masterplan drawing No. 2500-OP-20 revE approved pursuant to the Second Planning Application and attached as a plan to the Deed of Variation"

- 1.6 Within the definition of "Planning Permission" the following should be added at the end of the definition:

"or the Second Planning Permission"

2. In Schedule 9, the following shall be added as a new paragraph 3:

"The Council covenants to issue the Second Planning Permission on the date of the Deed of Variation"

3. Clause 5.1 of the Planning Agreement shall be deleted and replaced with the following:

5.1 "In respect of the Site excluding the Food Store, the Owner hereby covenants with the Council as set out in the Second, Third, Fifth, Sixth, Seventh and Eighth Schedule provided that this covenant shall not be binding on any Food Store Owner"

4. A new Clause 5.2 shall be inserted into the Planning Agreement as follows:

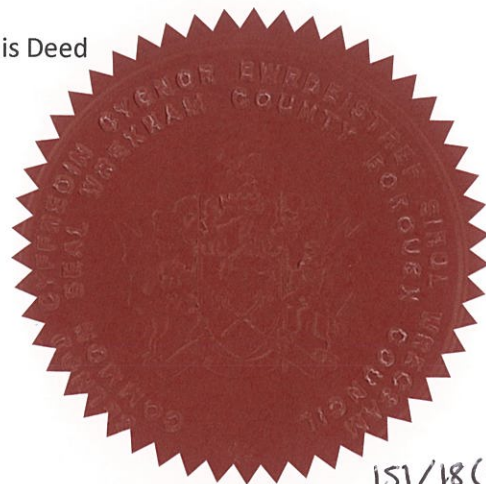
5.2 "In respect of that part of the Site comprising the Food Store only, the Food Store Owner hereby covenants with the Council as set out in the Fourth Schedule".

EXECUTED as a DEED on the date specified at the commencement of this Deed

EXECUTED as a deed by)
affixing the common seal of)
WREXHAM COUNTY BOROUGH)
COUNCIL)

in the presence of

S Wyn Davies



151/18(b)

Head of Corporate and Customer Services

EXECUTED as a deed by)
WYNNSTAY FARMING COMPANY)
LIMITED acting by a director in the)
presence of)

[Signature]

Name of witness (in BLOCK CAPITALS)

ANNE ROBERTS

Address of witness

HENDRE WHITCHURCH ROAD,
DENBIGH, LL16 4ER

EXECUTED as a deed by)
affixing the common seal of)
WEATHERBYS BANK LIMITED)
in the presence of)

Auntie Marshall

Director

Director/Secretary

Witnessed by *Patricia Peake*
Private Banking Assistant.
Flat 22 Straffer Lodge
NW3 4XE.

APPENDIX 1 – Draft Second 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	WYNNSTAY FARMING CO LTD	Code No	RUA P/2018/0053
Agent	JLL MRS NAOMI KELLETT ONE PICCADILLY GARDENS MANCHESTER M1 1RG	Date Received	23/01/2018
		Decision Date	

Town and Country Planning Act, 1990
Section 73

Location of application

RUABON BUSINESS PARK SITE, ADJACENT TO A483, RUABON, WREXHAM, , LL14 6TE

Description of application

VARIATION OF CONDITION NOS. 8, 25, 26, 30 AND 31 IMPOSED UNDER PLANNING PERMISSION CODE NO. P/2014/0021

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

CLF5	Open space requirements from new residential
EC11	developments
EC13	Archaeology
EC2	Surface water run-off
EC4	Agricultural Land
EC6	Hedgerows, Trees and Woodland
EC9	Biodiversity Conservation
GDP1	Listed buildings of special architectural or historic
GDP2	interest
H5	Development objectives
H7	Capacity of infrastructure and community facilities
MW9	Housing in the countryside
PS1	Affordable housing within new developments
PS11	Protection of mineral resources
PS2	Settlement limits
PS3	Biodiversity
PS4	Development and the environment
S4	Brownfield Land
S6	Settlement Pattern
S7	Large-scale retail development
T8	Local need shopping
	Retail sales in the countryside
	Parking

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CO LTD **Code No** RUA P /2018 /0053

Agent JLL
MRS NAOMI KELLETT
ONE PICCADILLY
GARDENS
MANCHESTER
M1 1RG **Date Received** 23/01/2018
Decision Date

Revision	Date	Description of Decision
0		Planning permission issued

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

Condition(s)

1. Approval of the following details (hereinafter called "the Reserved Matters") in each phase shall be obtained from the local planning authority before any part of the development in that phase is commenced:
 - i) The reserved matters
 - a) The siting of all buildings, including the proposed layout and functions of the external spaces, including the layout of vehicle parking and turning facilities.
 - b) The scale of the buildings
 - c) The design and external appearance of all buildings
 - d) The landscaping of the site including a landscaping design showing the planting proposed to be undertaken, the means of forming enclosures, the materials to be used for paved and hard surfaces, the design of street furniture and the finished levels in relation to existing levels.
2. Approval of the following details in each phase shall be obtained from the local planning authority before any part of the development in that phase is commenced:
 - e) The layout of the development including the positions and widths of roads, cycleways and footpaths
 - d) the finished levels (above ordance datum) of both the ground floor of the buildings and the surrounding ground levels;
 - e) The manner and treatment of existing watercourses and drainage ditches/channels;
 - f) The provision to be made for street lighting;
 - g) the provision to be made for external lighting of the retail/commercial/employment uses;
 - h) The alignment, height and materials of walls and fences and other means of enclosure including any acoustic barriers;
 - i) An accurate plan showing the position, type and spread of all existing trees on the site and a schedule detailing the size and physical condition of each tree and, where appropriate, the steps to be taken to bring the tree(s) to be

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retained to a satisfactory condition, and also details of any proposals for the felling, lopping, topping or uprooting of any tree;

j) The provision of emergency service access to each phase of the development;

k) Measures for the long term protection of scheduled ancient monument De177 known as Offa's Dyke including the opportunities for management, access, interpretation or presentation of the monument to provide public benefit.

h) The provision of a scheme of interpretation relating to the scheduled ancient monument De177 known as Offa's Dyke.

3. The first reserved matters application shall include a plan showing the site and location of all subsequent phases of development ('the Phasing Plan'). All subsequent reserved matters applications shall be submitted in accordance with the approved phasing plan unless otherwise agreed in writing by the local planning authority.

4. Plans and particulars of the first reserved matters referred to in conditions 1 and 2 shall be submitted in writing to the local planning authority before the expiry of 5 years from the date of this permission. The development shall only be carried out in strict conformity with such details as are thereby approved.

5. The development hereby permitted shall be begun before the expiry of 7 years from the date of this permission or two years from the date of approval of the last of the reserved matters required to be approved, whichever is the later.

6. The submission of all reserved matters and the implementation of the development shall be carried out in substantial accordance with the amended Masterplan Dwg No 2500-OP-20 Rev E (December 2013) and the design principles set out in Part 2 of the Design and Access Statement (December 2013), unless otherwise agreed in writing with the local planning authority.

7. Prior to the commencement of development in each of the areas as identified in the Phasing Plan details of all external facing and roofing materials shall be submitted to an approved in writing by the local planning authority. The development shall only be carried out strictly in accordance with those materials as may be approved.

8. The site layout and landscaping details for each of the relevant housing areas approved as part of the Phasing Plan shall include areas of public open space at a minimum level of 80 square metres per dwelling together with a scheme that includes the following details:

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- i) Hard and soft landscaping of the open space area(s) (including the location of Local Equipped Areas of Play);
- ii) The timing of the construction and landscaping of the open space area(s);
- Public open space shall be provided on site in accordance with the scheme as approved and thereafter permanently retained.
9. The gross retail floorspace of the discount foodstore hereby permitted shall not exceed 2,312 square metres and shall not be used for any other purpose including those set out in class A1 of the Schedule for the Town and Country Planning (Use Classes) Order 1987 or any Order revoking, amending or re-enacting that order with or without modification.
10. The retail floorspace hereby permitted shall be occupied as a single retail unit only and shall not be subdivided.
11. This permission shall provide for a maximum of 319 dwellings and up to a maximum of 20,393m² gross of Class A3, Class B1, Class C1 and Class C2 use.
12. Prior to the commencement of the relevant phase of the development, 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.

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13. Prior to the construction of the petrol filling station hereby approved, details of the fuel storage tanks, including their specification and finished depth in relation to the ground water table, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out strictly in accordance with the details as may be approved.

14. 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.

15. The proposed development site is crossed by public sewers. No part of any buildings shall be constructed within 6 metres either side of the centreline of the public sewer.

16. Prior to first use of the development suitable grease traps shall be provided in order to prevent entry into the public sewerage system of matter (cooking fats, oils and grease etc) likely to interfere with the free flow of the sewer contents, or which would prejudicially affect the treatment and disposal of such contents.

17. Prior to commencement of development in each phase of the development, a detailed Arboricultural Method Statement shall be submitted to and approved in writing by the Local Planning Authority. No development or other operations shall take place except in strict accordance with Method Statement as is approved. The Method Statement shall include the following:

- i) A specification for tree protection fencing and ground protection measures that comply with British Standard 5837:2012;
- ii) A Tree Protection Plan showing the location of the trees to be removed and retained with their crown spreads, Root Protection Areas, Construction Exclusion Zones, and location of protective fencing and ground protection measures accurately plotted;
- iii) A full specification for any access, driveway, path, underground services or wall foundations within retained tree Root Protection Areas or Construction Exclusion Zone, including any related sections and method for avoiding damage to retained trees;
- iv) Details of general arboricultural matters including proposed practices with regards to cement mixing, material storage and fires;
- v) Details of the frequency of supervisory visits and procedures for notifying the findings of such visits to the Local Planning Authority;
- vi) Method for protecting retained trees during demolition works;
- vii) Details of all proposed tree works, including felling and pruning.

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plan shall also include the details of an annual monitoring report, which shall be submitted to the local planning authority for written approval following the anniversary of the first use of the development, and every year up to and including the fifth anniversary.

28. Prior to commencement of development of each of each of the areas as shown within the Phasing Plan, further details of the proposed vehicular parking and turning facilities for that phase shall be submitted to and approved in writing by the Local Planning Authority. The facilities as are approved shall be fully laid out, surfaced and drained prior to first use of the development phase within that phase, and shall thereafter be permanently retained and kept free of any obstruction, and made available solely for the parking and turning of vehicles at all times.

29. Prior to commencement of development in each relevant housing phase of the development a scheme for the provision of affordable housing as of the development shall be submitted to and approved in writing by the Local Planning Authority. The affordable housing shall be provided in accordance with the approved scheme and shall meet the definition of affordable housing in Annex B of Welsh Government Technical Advice Note 2 or any future guidance that replaces it. The scheme shall include:

- i) The numbers, type, tenure and location of the site of the affordable housing provision to be made which shall consists of not less than 25% of housing units;
- ii) The timing of the construction of the affordable housing and its phasing in relation to the occupancy of the market housing;
- iii) The arrangements for the transfer of the affordable housing to an affordable housing provider or the management of the affordable housing if no Registered Social Landlord is involved;
- iv) The arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the affordable housing; and
- v) The occupancy criteria to be used for determining the identity of occupiers of the affordable housing and the means by which such occupancy criteria shall be enforced.

30. Prior to the commencement of development in each relevant housing phase of the development as may be approved, provision shall be made to offset the shortfall in education facilities in accordance with a scheme to be agreed in writing by the local planning authority. The provision shall be implemented strictly in accordance with those details as may be approved.

31. Prior to the commencement of development in each phase of the development hereby approved a scheme to deal with potential contamination

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shall be submitted to and approved in writing by the Local Planning Authority. This scheme shall include a phased investigation approach to identify the extent of contamination and any measures required to remediate the site, including post-development monitoring.

32. No part of the development in each of the phase shall be occupied until a Verification Report which demonstrates that the remedial works approved as part of condition no. 31 above have been satisfactorily carried out, has been submitted to and approved in writing by the Local Planning Authority.

Reason(s)

1. To comply with Section 92 of the Town and Country Planning Act, 1990.
2. To comply with Section 92 of the Town and Country Planning Act, 1990.
3. In the interests of a co-ordinated approach to the development of the site.
4. To comply with Section 92 of the Town and Country Planning Act, 1990.
5. To comply with Section 92 of the Town and Country Planning Act, 1990.
6. To define the permission and ensure compliance with the aims of the Policies PS2 and GDP1 of the Wrexham Unitary Development Plan.
7. In the interests of good design and in accordance with policy GDP1 of the Wrexham Unitary Development Plan.
8. In the interests of the amenity of the future occupiers of the site.
9. To ensure that the development does not harm the viability of Ruabon District Centre and to satisfy policy S4 of the Wrexham Unitary Development Plan.
10. To ensure that the development does not harm the viability of Ruabon District Centre and to satisfy policy S4 of the Wrexham Unitary Development Plan.
11. In the interests of highway safety and to ensure that a high standard of design is achieved for the site.
12. To ensure satisfactory drainage of the site and to avoid flooding.
13. To ensure that the integrity of the ground water table is maintained in the interests of pollution control and public safety.

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14. 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.
15. To ensure that existing public infrastructure is protected.
16. To prevent pollution of the water environment.
18. In the interest of highway safety and in the interests of protecting the amenity of local residents.
19. In the interest of the amenity of the neighbouring occupiers.
20. To protect the amenities of the occupiers of nearby properties.
21. In order to protect wildlife interests, which are afforded special protection.
22. To ensure a satisfactory standard of appearance of the development in the interests of the visual amenities of the area.
23. To protect the integrity of known archaeological features in accordance with policy EC9 of Wrexham Unitary Development Plan.
24. In the interests of highway safety.
25. In the interests of highway safety and in the interests of ensuring safe and convenient pedestrian access to the site.
26. In the interests of highway safety.
27. In the interests of highway safety and providing a safe and sustainable development.
29. To ensure that the development accords with policy H7 of the Wrexham Unitary Development Plan.
30. To ensure that the development makes appropriate infrastructure provision in the interests of the community and in accordance with policy GDP2 of the Wrexham Unitary Development Plan.
31. In the interests of the amenities of the future occupants of the buildings
32. In the interests of the amenities of the future occupants of the buildings

Note(s) to applicant

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 this grant of planning permission was made

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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.

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

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The separate written consent of the Local Highway Authority must be obtained before any work is carried out within the confines of the highway.

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.

Should any made ground and/or contaminated land be identified during the works it would be prudent to investigate the potential for such contamination and inform the Council's Contaminated Land Officer immediately. The applicant is advised to contact the Council's Environmental Protection section on 01978 315733 for further guidance.



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

Information taken from:
Connect Consulting dwg ref: 12082-010 Rev B
NRAP dwg Ref: 2500-OP-20- revE

Proposed access for pedestrians

Access from 5th arm created on existing roundabout

Proposed new roundabout

Large trees used to soften views south and enhance street

Existing trees maintained

Dense planting to act as buffer between residential and commercial developments

Existing access retained for pedestrians

Parks to provide a soft edge and space for informal play

Planting and berming maintained to a height that allows views to the supermarket and petrol station canopy whilst screening the car park

Trees used throughout car parks to soften the larger expanses of hard surfaces

Aldi car Parking

Existing pond

Public square with seating area and LAP

Green spaces form ecological corridors and attractive focal points for recreation

Play area (LEAP)

Planted perimeter

Trees to the southern boundary are positioned to allow views out whilst softening views in

A necklace of linked green spaces



Location of Foodstore - —

Drawing No. 1847NESW - 097
Foodstore 1:1250 @A1

KEY:



Proposed access for pedestrians

Access from 5th arm created on existing roundabout

Proposed new roundabout

Large trees used to soften views south and enhance street

Existing trees maintained

Dense planting to act as buffer between residential and commercial developments

Existing access retained for pedestrians

Parks to provide a soft edge and space for informal play

Planting and berming maintained to a height that allows views to the supermarket and petrol station canopy whilst screening the car park

Trees used throughout car parks to soften the larger expanses of hard surfaces

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Existing pond

Public square with seating area and LAP

Green spaces form ecological corridors and attractive focal points for recreation

Play area (LEAP)

Planted perimeter

Trees to the southern boundary are positioned to allow views out whilst softening views in

A necklace of linked green spaces

10m buffer zone

HA-HA

LINEAR PARK

CYCLE PATH

GREEN CORRIDOR

PLAY GROUND

POND

RUABON PARK

UNIT 2

UNIT 3

UNIT 4

UNIT 5

UNIT 6

UNIT 7

UNIT 8

UNIT 1

UNIT 9

UNIT 10

UNIT 11

UNIT 12

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