

DATE:

19th April

PLANNING OBLIGATION

BY DEED OF AGREEMENT

BETWEEN THE OWNERS OF THE LAND AND TENANT BY
DEED DATED 19th April 2020

(1) The Land is as follows:-

(2) The Land is as follows:-

THE LAND IS THE LAND AND ALL RIGHTS ATTACHED TO IT



Certified to be a true
copy of the original
Signed:-
Date:-

Capital Law LLP
One Caspian Way
Caspian Bay
Cardiff Bay
CF10 4DQ

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DATED

19 April

2010

PARTIES

- (1) Vale of Glamorgan Council of Civic Offices, Holton Road, Barry, CF63 4RU ("Council")
- (2) Crest Nicholson Operations Limited of Crest House Pycroft Road Chertsey Surrey KT16 9GN ("Developer")

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
2. The Council is the freehold Owner of the Site in respect of which it has produced a development brief. In order to facilitate the development of the Site in accordance with the development brief the Council has entered into a contract with the Developer under which the Developer will carry out a phased development of the Site as part of the consideration for the transfer by the Council of the Site to the Developer in phases as set out in the contract (save that the parcels to be retained as Public Open Space which shall remain in the ownership of the Council).

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
"Administration Fee"	the sum of £50,000
"Acceptable Cost Guidance"	means the published list of acceptable costs per dwelling according to the relevant dwelling type in question determined and published by the Welsh Assembly Government in 2007 (or a subsequent alternative list of costs used or published at the relevant time and having the same effect as that which was published by the Welsh Assembly Government at the date of this Deed)

"Affordable Housing"	housing, including social rented housing and intermediate housing, that will be available to persons who cannot afford to rent or buy housing generally available on the open market and which (subject to paragraphs 10.2 and 10.11 of the Third Schedule save where any occupier exercises a right to buy or right to acquire or staircases to full ownership) will remain affordable housing in perpetuity
"Affordable Housing Contribution"	A sum calculated in accordance with the formula: $0.58 \times \text{Acceptable Cost Guidance}$ to be used by the Council for the purposes of providing Affordable Housing within the Vale of Glamorgan
"Affordable Housing Units"	that part of the Development comprising a total of 75 units of Affordable Housing Dwellings comprising: 67 Social rented housing units comprising: 8 one bed flats 4 two bed flats 2 two bed bungalows 20 two bed houses 26 three bed houses 7 four bed houses and 8 Intermediate housing units comprising: 4 two bed houses and 4 three bed houses within the Site together with car parking spaces and associated amenity space all shown on drawing number PO4 referred to in the Planning Permission and attached to this Deed as Appendix 1
"Application"	the application for full planning permission submitted to the Council for the Development and allocated reference number 07/00295/FUL and registered on 28 February 2007

"Chargee"	any mortgagee or chargee of the Registered Social Landlord only or the successors in title to such mortgagee or charge or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
"Chargee's Duty"	the tasks and duties set out in Paragraph 10.13 of Part 3 of the Third Schedule
"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 any temporary or construction access works, removal of Japanese knotweed by the Developer, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, below ground works, bunding and erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.
"Community Facilities"	means the provision of facilities (a building or structure) or services within the vicinity of the Site which meet local community needs and are publicly available
"Community Facilities Contribution"	£800,000 (eight hundred thousand pounds) payable towards the Community Facilities
"Contract for Sale"	means Agreement dated 7 June 2006 between (1) Vale of Glamorgan Council (2) Crest Nicholson (South West) Limited and (3) Crest Nicholson plc
"Development"	the development of the Site with demolition of the existing buildings and construction of 377 Dwellings associated highway infrastructure and open space

	as set out in the Application and pursuant to the Planning Permission
"Dwelling"	a dwelling (including a house flat or maisonette and its curtilage) to be constructed pursuant to the Planning Permission
"First Education Contribution"	£90,000 (ninety thousand pounds) towards the costs of providing education and/or educational facilities in the Vale of Glamorgan
"First Public Open Space Contribution"	£160,000 (one hundred and sixty thousand pounds) towards the costs of providing or enhancing public open spaces and/or recreational spaces in the Vale of Glamorgan
"First Public Open Space Maintenance Contribution"	£100,000 (one hundred thousand pounds) payable towards the costs of maintaining public open spaces in the Vale of Glamorgan
"First Highways Contribution"	£80,000 (eighty thousand pounds) towards the costs of the Highway Works
"First Sustainable Transport Contribution"	£40,000 (forty thousand pounds) payable towards the costs of providing Sustainable Transport Facilities
"Highway Works"	means feasibility design and construction works which may include but shall not be limited to upgrading the road junction to ease traffic congestion at the junction of Cogan Hill and Terra Nova way and upgrading the road junction to ease traffic congestion at the junction of Windsor Road and Plassey Street and subsequently to provide maintenance of the said works for up to 20 years
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics
"Interest"	interest at 4% per cent above the base lending rate of the Barclays Bank Plc from time to time.

"Intermediate housing"	means Affordable Housing where capital prices or rents are above those of social rented housing but below open market housing prices or rent levels and which are affordable for those households in housing need, as defined by the local planning authority from time to time PROVIDED THAT this does not include low cost market housing which the Welsh Assembly Government does not consider to be affordable housing for the purpose of the land use planning system.
"Market Housing Units"	those dwellings forming that part of the Development which are not Affordable Housing.
"Notice Period"	three months from the date of receipt by the Registered Social Landlord of the Sale Notice
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in demolition construction access insulation fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
"Phase"	means a phase of the Development submitted to the Council pursuant to condition 16 of 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 as set out in the Second Schedule.
"Pollution Monitoring Contribution"	£738 (seven hundred and thirty eight pounds) to be used by the Council to monitor the ambient air quality within the proximity of the Site.
"Practical Completion"	the date on which a Dwelling is certified as having been completed in accordance with the requirements of the National House Building Council

(or like regulatory body) so as to enable immediate occupation

"Public Art"

means art that is the original work of a living professional artist and is created for a particular place within the Site, commissioned by or working in collaboration with others such as architects, landscape designers, planners, developers, arts officers and community representatives and/or to provide a community facility including an arts venue (whether as part of the Development or otherwise) and such other provision as may be agreed by the Council in writing

"Public Art Contribution"

means the sum of seven hundred thousand pounds (£700,000) to provide the Public Art of which up to four hundred thousand pounds (£400,000) may be used for the provision of a community facility including an arts venue (whether as part of the Development or otherwise)

"Public Art Fund"

means the Council's fund for Public Art derived through financial contributions for Public Art, where Public Art has not been provided on development sites, which shall be held in an interest bearing account until such time as sufficient funds are available to cover the cost of an alternative work of art or until a suitable alternative site is found.

"Registered Social Landlord"

a registered social landlord as defined in Part 1 of the Housing Act 1996 who is registered with the Welsh Assembly Government pursuant to Section 3 of that Act and has not been removed from the register pursuant to Section 4 of that Act and who is approved by the Council (such approval not to be unreasonably withheld or delayed)

"Restriction"

no transfer or other dealing with the whole or any part of the property shall be registered unless a certificate signed by the Head of Planning and Transportation or the Director of Legal Services of

the Vale of Glamorgan Council for the time being has been lodged with the Land Registry confirming that the land has been transferred as an Affordable Housing Unit in accordance with the provisions of the agreement dated [] and made between (1) the Vale of Glamorgan Council (2) Crest Nicholson Operations Limited.

“Sale Notice”

a notice served by the Developer on the Registered Social Landlord which informs the Registered Social Landlord that either the construction of an Affordable Housing Unit or Affordable Housing Units (if more than one) in any phase of the Development or the whole Development has been commenced or the land upon which the Affordable Housing or a phase of the Affordable Housing is to be constructed (in part or in whole) is available for transfer to a Registered Social Landlord with or without a contract to construct that Affordable Housing and offering to sell those Affordable Housing Unit(s) or the land upon which those Affordable Housing Units are to be constructed to a Registered Social Landlord

“Second Education Contribution”

£693,160 (six hundred and ninety three thousand, one hundred and sixty pounds) towards the costs of providing education and/or educational facilities in the Vale of Glamorgan

“Second Public Open Space Contribution”

£100,000 (one hundred thousand pounds) towards the costs of providing or enhancing public open spaces and/or recreational facilities in the Vale of Glamorgan

“Second Public Open Space Maintenance Contribution”

£446,700 (four hundred and forty six thousand, seven hundred pounds) towards the costs of maintaining public open spaces in the Vale of Glamorgan

“Second Highways Contribution”

£180,000 (one hundred and eighty thousand pounds) towards the costs of the Highway Works

"Second Sustainable Transport Contribution"	£205,000 (two hundred and five thousand pounds) payable towards the costs of providing Sustainable Transport Facilities
"Site"	the land against which this Deed may be enforced as shown edged red on the Plan.
"Social rented housing"	means affordable housing units managed by the local authority or a Registered Social Landlord available to rent where rent levels do not exceed the benchmark rent level for the property type determined by the Welsh Assembly Government from time to time.
"Sustainable Transport Facilities"	means information, facilities or infrastructure which provides or improves access for pedestrians, cyclists, public transport users, motor cycles, taxis or car sharers in the vicinity of the Site.
"Third Sustainable Transport Contribution"	£1,035,700 (one million and thirty five thousand seven hundred pounds) payable towards Sustainable Transport Facilities
"Third Public Open Space Contribution"	£318,450 (three hundred and eighteen thousand, four hundred and fifty pounds) towards the costs of providing public open spaces in the Vale of Glamorgan.
"Transfer"	a transfer or agreement to transfer the freehold interest (or the grant of a long leasehold interest being an interest in excess of 99 years) executed by the Developer and unconditionally released for completion and "Transferred" shall be construed accordingly
"Travel Plan"	means a package of measures with a designated budget to the value of twenty thousand pounds (£20,000) tailored to the needs of the Site and its future users aimed at widening travel choices by all modes of transport, encouraging sustainable transport and cutting unnecessary car use

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 the successors to their 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.
- 3.2 The covenants, restrictions and requirements imposed under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority in accordance with clause 3.3.
- 3.3 The Council is entering into this Deed as local planning authority and in order to bind its interest in the Site as Owner of it (as at the date hereof) and the Developer is entering into this Deed as a contracting party with the Council as Owner of the Site and in order to be bound by the covenants give in this Deed

but only to the extent that any part of the Development that is carried out by the Developer triggers any liability in the Third Schedule.

4 CONDITIONALITY

The provisions of Schedule 3 of this Deed are conditional upon:

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

5 THE COUNCIL AND THE DEVELOPER'S COVENANTS

The Council (as Owner of the Site) and the Developer covenant with the Council (as local planning authority) to comply with the obligations set out in the Third Schedule

6 THE COUNCIL'S COVENANTS

The Council as local planning authority covenants with the Developer as set out in the Fourth Schedule.

7 MISCELLANEOUS

- 7.1 The Developer shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed being £4800 together with the Administration Fee.
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any party who is not a party to this Deed
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Developer 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 may be given on behalf of the Council by the Head of Planning and Transportation or other such officer notified to the Developer by the Council.
- 7.5 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.

- 7.6 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.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Developer) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.8 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.
- 7.9 This Deed shall not be enforceable against Owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission (or their Mortgagees or Chargees) nor against those deriving title from them.
- 7.10 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.
- 7.11 This Deed shall only be enforceable against the Developer once the Developer has acquired a freehold interest in the Site or where the Developer acquires an interest in part only of the Site this Deed shall only be enforceable against the Developer to the extent that the obligations set out in this Deed relate to that part of the Site.

8 WAIVER

No waiver (whether expressed or implied) by the Council or Developer 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 Developer) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Developer agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests (if any) 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 save that this clause 9 shall not apply to the disposal of any part of the Site to the Council or to an owner occupier or tenant of any Dwellings construed pursuant to the Planning Permission or to a Registered Social Landlord or to any management company charged with maintaining any public open space or other parts of the Development.

10 INDEXATION

Any sum referred to in the Third Schedule shall be increased or decreased by an amount equivalent to the increase or the decrease 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 VAT

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

13 JURISDICTION

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

14 DELIVERY

The provisions of this Deed 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

The site forms part of the land registered at the date of this Deed under title numbers CYM161583 and CYM963436 and shown edged red on the Plan

SECOND SCHEDULE

Form of Notice of Planning Permission

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2007/00295/FUL

THE VALE OF GLAMORGAN COUNCIL

Town and Country Planning Act 1990
Town and Country Planning (General Development Procedure) Order 1995

FULL PLANNING PERMISSION

Agent:
Crest Nicholson
Crest Nicholson (SW) Ltd.,
Crest House,
Lime Kiln Close,
Stoke Gifford,
Bristol.
BS34 8ST

Applicant:
Crest Nicholson
Crest Nicholson (SW) Ltd.,
Crest House,
Lime Kiln Close,
Stoke Gifford,
Bristol.
BS34 8ST

To demolish the existing flats and construct 377 residential units and associated highway infrastructure and open space at Penarth Heights, off Harbour View Road, Penarth

The Council in pursuance of its powers under the above mentioned Act and Order hereby **GRANTS PERMISSION** for the carrying out of the proposed development as described above and in accordance with the application and plans registered by the Council on 28 February 2007 subject to the following condition(s):

1. The development hereby permitted shall be begun before the expiration of five years from the date of this permission.

Reason:

To comply with the requirements of Section 91 of the Town and Country Planning Act 1990.

2. This consent shall only relate to the following plans as detailed on the schedule below and the development shall be carried out strictly in accordance with these details.

Nicholas Pearson Associates Drawings:

NPA 10050 201; 202, 203 Rev C, 204, 205 Rev A, 206 Rev A, Figure M, Figure F, Figure A Rev A.

Gary Gabriel Associates Drawings:

18280 SK 101 Rev P11, SK102 Rev P11, SK103 Rev P11, SK 104 Rev P1, SK105 Rev P1, SK106 Rev P1.

Edward Cullinan Architects Ltd. Drawings:

P01 Rev B, P02 Rev A, P03, P04, P05, P06, P07, P08 Rev A, P09, P10, P11, P12.1 Rev A, P12.2 Rev A, P21, P22, P23, P24, P25, P26, P27, P31 Rev A, P32, P33, P34, P35, P36, P37, P40.1, P40.2, P41.1, P42.1, P42.2, P43.1, P44.1, P45.1, P45.2, P46.1 Rev A, P47.1, P47.2, P48.1, P48.2, P49.1, P49.2, P50.1, P50.2, P51.1, P51.2, P52.1, P52.2, P52.3, P53.1, P53.2, P54.1, P54.2, P55.1, P56.1, P57.1, P58.1, P58.2, P59.1, P60.1.

Reason:

To ensure a satisfactory form of development and for the avoidance of doubt as to the approved plans.

3. Prior to the commencement of demolition on site details of the provision of parking for construction traffic and the routes for heavy construction vehicles, and means of defining and controlling such traffic routes, shall be submitted to and approved in writing by the Local Planning Authority and the demolition and development of the site shall be carried out in accordance with the approved details unless the Local Planning Authority gives prior written consent to any variation.

Reason:

To ensure that the parking provision and highway safety in the area are not adversely affected and to meet the requirements of Policies TRAN10 and ENV27 of the Unitary Development Plan.

4. Prior to the construction of any roads or paths on the site full details, including sections, details of drainage and materials for the surface finish and samples of such, shall be submitted to and approved in writing by the Local Planning Authority and the development shall thereafter be carried out in accordance with the approved details unless the Local Planning Authority gives prior written consent to any variation.

Reason:

To ensure the provision of an acceptable and safe highway layout and to meet the requirements of Policies HOUS8 and ENV27 of the Unitary Development Plan.

5. Prior to their installation on site details of all means of external lighting for the site shall be submitted to and approved in writing by the Local Planning Authority and the approved means of lighting shall be fully implemented on site prior to the first beneficial occupation of that part of the development which it serves unless the Local Planning Authority gives written consent to any variation.

Reason:

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In the interests of safety, visual amenity and ecology in the area and to meet the requirements of Policies ENV16, ENV27 and HOUS8 of the Unitary Development Plan.

6. Notwithstanding the submitted plans and prior to their construction on site full details, including cross sections, of all retaining walls and samples of the materials for their external finish, shall be submitted to and approved in writing by the Local Planning Authority and the development shall thereafter be carried out in accordance with the approved details unless the Local Planning Authority gives prior written consent to any variation.

Reason:

In the interests of the visual amenities of the area and to meet the requirements of Policies ENV27 and HOUS8 of the Unitary Development Plan.

7. Notwithstanding the submitted details this consent shall not relate to fencing on the boundaries of the development with the public open spaces and amended details shall be submitted and implemented in accordance with Condition No. 8 below.

Reason:

To ensure that an acceptable means of enclosure is provided in the interests of the visual amenities of the area and the privacy and amenities of occupiers and to meet the requirements of Policies ENV27 and HOUS8 of the Unitary Development Plan.

8. Notwithstanding the submitted details full details, including sections to a scale of 1:, 1:10, 1:20 of all fences, walls (other than as required by condition 6 above), railings and balconies shall be submitted to and approved in writing by the Local Planning Authority prior to their erection, construction or placement on site and the approved means of enclosure shall be carried out prior to the first beneficial occupation of the development to which it relates unless the Local Planning Authority gives prior written consent to any variation.

Reason:

In the interests of the privacy of occupiers of the site and the visual amenities of the area in general to meet the requirements of Policies ENV27 and HOUS8 of the Unitary Development Plan.

9. Notwithstanding the submitted details and prior to their use on site samples of the bricks, roofing materials, timber cladding and window and door materials and details, to a scale of 1:1, 1:10 and 1:20 as appropriate, shall be submitted to and approved in writing by the Local Planning Authority and the development shall thereafter be carried out in accordance with the

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approved details unless the Local Planning Authority gives prior written consent to any variation.

Reason:

To ensure that the visual amenities of the area are enhanced and to meet the requirements of Policies ENV27 and HOUS8 of the Unitary Development Plan.

10. The landscaping of the site shall generally be in accordance with the layout as detailed on drawing Nicholas Pearson NPA10050 203 REV. C and full details of plant species, density and size at planting shall be submitted to and approved in writing by the Local Planning Authority.

Reason:

To ensure landscaping of the site in order to meet the requirements of Policies ENV27 and HOUS8 of the Unitary Development Plan.

11. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason:

To ensure satisfactory maintenance of the landscaped area to ensure compliance with Policies ENV11 and ENV27 of the Unitary Development Plan.

12. Prior to any demolition works or development on the site details showing a scheme of tree and watercourse protection shall be submitted to and approved in writing by the Local Planning Authority and the scheme of protection shall be fully implemented for the phase of development to which it relates prior to the commencement of demolition or work on that phase.

Reason:

To ensure that trees are protected in the interests of the visual amenities of the area and the watercourses on the site are not adversely affected and to meet the requirements of Policies ENV12 and ENV29 of the Unitary Development Plan.

13. Notwithstanding the submitted details of tree felling no trees shall be felled on site until a schedule of all trees on the site and those to be retained and those to be felled have been submitted to and agreed in writing by the

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Local Planning Authority and only those trees as agreed shall be felled unless the Local Planning Authority gives written consent to any variation.

Reason:

In the interests of the visual amenities of the area and to meet the requirements of Policies ENV12, ENV27 and HOUS8 of the Unitary Development Plan.

14. No phase of the development hereby approved shall be brought into beneficial use until such time as the parking areas, including all associated access and turning areas associated with that part of the development, have been laid out in full accordance with the details shown on the approved plans and the parking, access and turning areas shall thereafter be so retained at all times to serve the development hereby approved.

Reason:

To ensure the provision on site of parking and turning facilities to serve the development in the interests of highway safety, and to ensure compliance with the terms of Policies HOUS8, TRAN10 and ENV27 of the Unitary Development Plan.

15. Full details of secure parking on site for bicycles shall be submitted to and approved in writing by the Local Planning Authority and the approved scheme of parking for bicycles shall be fully implemented on site prior to the first beneficial occupation of the phase of development, as identified in Condition No. 14 above, to which it relates.

Reason:

To ensure that satisfactory parking for bicycles is provided on site to serve the development, and to ensure compliance with the terms of Policies ENV27, HOUS8 and TRAN9 of the Unitary Development Plan.

16. The demolition and development on site shall be carried out in accordance with the approved phasing scheme as shown on drawing Edward Cullinan Architects Ltd., Ref: P07 unless the Local Planning Authority gives prior written consent to any variation.

Reason:

To ensure a satisfactory form of development in the interests of the amenities of occupiers in the vicinity of the site and to meet the requirements of Policy ENV29 of the Unitary Development Plan.

17. Prior to the commencement of demolition works, details of noise levels at the boundaries of the site with the nearest noise sensitive areas, with details of mitigation measures for the control of noise and dust during demolition and construction works and details of wheel washing facilities,

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Reason:

To safeguard the health and amenities of the occupiers of the units and to meet the requirements of Policy ENV29 of the Unitary Development Plan.

22. Prior to the first beneficial use of any phase of the site as approved under Condition No.16 above, oil interceptors shall be installed on each phase of the site in accordance with details which shall have been submitted to and approved in writing by the Local Planning Authority.

Reason:

To prevent contamination and to meet the requirements of Policy ENV29 of the Unitary Development Plan.

23. The development shall be carried out in accordance with the details, aims and principles of the Sustainability Statement submitted with the application other than as amended by the details submitted under cover of the letter dated 10 December 2007 from the applicants, which letter relates to specific elements of the construction of the residential units.

Reason:

To meet the aims of the Council's Sustainability Supplementary Planning Guidance and Strategic Policy 2 of the Unitary Development Plan.

24. No demolition shall take place outside the months of October to March other than with the prior written consent of the Local Planning Authority.

Reason:

To safeguard Protected Species present on the site and to meet the requirements of Policy ENV16 Protected Species.

25. Notwithstanding the requirements of Condition No. 18 above further details of mitigation measures for bats shall be submitted to and approved in writing by the Local Planning Authority prior to the erection of any buildings on the site.

Reason:

To enhance the ecological value of the site and protect the habitats of protected species on the site to meet the requirements of Policy ENV16 'Protected Species'.

Reason for Granting Planning Permission

The decision to recommend planning permission has been taken in accordance with Section 38 of The Planning and Compulsory Purchase Act 2004, which

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requires that, in determining a planning application the determination must be in accordance with the Development Plan unless material considerations indicate otherwise. The Development Plan comprises the Vale of Glamorgan Adopted Unitary Development Plan 1996-2011.

Having regard to policies strategic Policies 1, 2 and 3; ENV11 - Protection of Landscape Features; ENV12 - Woodland Management; ENV16 - Protected Species; ENV24 - Conservation and Enhancement of Open Space; ENV25 - Regeneration of Urban Areas Regeneration of Urban Areas; ENV26 - Contaminated Land and Unstable Land; ENV27 - Design of New Developments; ENV28 - Access for Disabled People; ENV29 - Protection of Environmental Quality; HOUS2 - Additional Residential Development; HOUS8 - Residential Development Criteria; HOUS11 - Residential Privacy and Space; HOUS12 - Affordable Housing; TRAN9 - Cycling Development; TRAN10 – Parking; REC3 - Provision of Open Space Within New Residential Developments; REC4 - Provision for the Disabled and Elderly; REC6 - Children's Playing Facilities; REC12 - Public Rights of Way and Recreational Routes; COMM5 - Retention of Community Facilities and all other material planning considerations the scale, form and design of the development is considered to present an enhanced form of development which contributes to the visual amenities of the area. The development is considered to have an acceptable access and level of on-site parking to the extent that highway safety is not considered to be compromised and the development, subject to the conditions listed will not detract from the level of privacy and amenity currently experienced by occupiers of the area in general. The development is considered to provide enhanced public open space provision and sufficient private amenity space for the proposed occupiers.

NOTE:

Please note that this consent is specific to the plans and particulars approved as part of the application. Any departure from the approved plans will constitute unauthorised development and may be liable to enforcement action. You (or any subsequent developer) should advise the Council of any actual or proposed variations from the approved plans immediately so that you can be advised how to best resolve the matter.

In addition, any conditions that the Council has imposed on this consent will be listed above and should be read carefully. It is your (or any subsequent developers) responsibility to ensure that the terms of all conditions are met in full at the appropriate time (as outlined in the specific condition).

The commencement of development without firstly meeting in full the terms of any conditions that require the submission of details prior to the commencement of development will constitute unauthorised development. This will necessitate the submission of a further application to retain the unauthorised development and may render you liable to formal enforcement action.

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shall be submitted to and approved in writing by the Local Planning Authority and the demolition and construction works shall be undertaken in full accordance with the approved mitigation measures unless the Local Planning Authority gives prior written consent to any variation.

Reason:

To ensure that the amenities of occupiers in the vicinity of the site are safeguarded and to meet the requirements of Policy ENV29 of the Unitary Development Plan.

18. The development shall be carried out in accordance with the findings of the ecology reports submitted with the application and all appropriate mitigation measures as detailed in the surveys shall be undertaken at the time of the development to safeguard and enhance the habitat and species of any protected species on the site.

Reason:

To ensure that protected species and their habitats are not adversely affected by the development and to meet the requirements of Policy ENV16 of the Unitary Development Plan.

19. The demolition and development of the site shall be undertaken in accordance with the method statements for the removal of contamination and waste and a verification report, including post-remedial sampling and analysis shall be submitted to the Local Planning Authority at the completion of the development.

Reason:

To ensure a safe environment for existing and future occupiers and to meet the requirements of Policy ENV29 of the Unitary Development Plan.

20. Operational hours of work for demolition and construction shall be Monday to Friday 08.00 -18.00 hours, Saturday 08.00 - 13.00 hours and there shall be no working on Sundays and Bank Holidays unless the Local Planning Authority give prior written approval to any variation.

Reason:

To safeguard the amenities of nearby occupiers and to meet the requirements of Policy ENV29 of the Unitary Development Plan.

21. Details of the method of gas protection for residential units on the site as identified in the Geotechnical Remediation Statement submitted with the application shall be submitted to and approved in writing by the Local Planning Authority prior to their construction on site and the residential units shall thereafter be constructed with the gas mitigation measures as approved.

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Failure on the part of the developer to observe the requirements of any other conditions could result in the Council pursuing formal enforcement action in the form of a Breach of Condition Notice.

Dated: **DRAFT**

Head of Planning and Transportation

**IT IS IMPORTANT THAT YOU SHOULD READ THE NOTES
ATTACHED TO THIS FORM.**

THIRD SCHEDULE

The Planning Obligations

The Developer shall:

1. Notification

Notify the Council in writing within 10 working days of its occurrence of the following:

- (a) Commencement of Development;
- (b) Occupation of the first Dwelling;
- (c) Occupation of the 30th Dwelling;
- (d) Occupation of the 50th Dwelling;
- (e) Occupation of the 100th Dwelling;
- (f) Occupation of the 150th Dwelling;
- (g) Occupation of the 200th Dwelling;
- (h) Occupation of the 275th Dwelling

2. Public Open Space

2.1 Pay to the Council:

- (a) the First Public Open Space Contribution prior to the Occupation of the 30th Dwelling;
- (b) the Second Public Open Space Contribution prior to the Occupation of the 100th Dwelling;
- (c) The Third Public Open Space Contribution prior to the Occupation of the 200th Dwelling;
- (d) The First Public Open Space Maintenance Contribution within 20 working days of receipt of notice from the Council that it has completed the laying out of the first area of public open space provided or improved following receipt of the First Public Open Space Contribution;
- (e) The Second Public Open Space Maintenance Contribution within 20 working days of receipt of notice from the Council that it has completed the laying out of the final area of public open space provided or improved following receipt of the Third Public Open Space Contribution or the Occupation of the last Dwelling, whichever is the earlier.

- 2.2 Provide details of a Management Plan in respect of all areas of landscaping and open space lying within the Site which are not within the curtilage of a Dwelling or within any common areas of any blocks of Dwellings or under the control of the Council from time to time for the Council's approval (not to be unreasonably withheld or delayed) and to thereafter implement the management plan to the reasonable satisfaction of the Council.

3. **Public Art**

- 3.1 The Developer shall upon the Commencement of Development submit to the Council for its approval details of a costed scheme for the provision of Public Art on Site including schedule for implementation.
- 3.2 The approved scheme shall be implemented on the Site in accordance with the approved details and in any event no later than 12 months following substantial completion of the Development or the approval of the approved scheme (whichever is the later).
- 3.3 In the event that the cost of implementing the approved scheme is less than the Public Art Contribution (Index linked) the Developer shall prior to the beneficial Occupation of the 275th Dwelling pay the difference to the Council as a contribution towards its Public Art Fund.

4. **Community Facilities**

Pay to the Council the Community Facilities Contribution prior to the Occupation of the 200th Dwelling.

5. **Education**

Pay to the Council:

- (a) the First Education Contribution prior to Occupation of the 50th Dwelling;
- (b) the Second Education Contribution prior to Occupation of the 150th Dwelling.

6. **Environmental Health**

Pay to the Council the Pollution Monitoring Contribution on or before Commencement of Development.

7. **Highways**

7.1 Pay to the Council:

- (a) the First Highways Contribution on or before Commencement of Development;
- (b) The Second Highways Contribution prior to Occupation of the 50th Dwelling.

7.2 enter into an agreement pursuant to sections 38 and 278 of the Highways Act 1980 in the Council's standard form in respect of any highway works to be carried out by the Developer

8. **Sustainable Transport**

Pay to the Council:

- (a) The First Sustainable Transport Contribution prior to the Occupation of the 50th Dwelling;
- (b) The Second Sustainable Transport Contribution prior to the Occupation of the 100th Dwelling;
- (c) The Third Sustainable Transport Contribution prior to the Occupation of the 150th Dwelling.

9. **Travel Plan**

Prior to Occupation of the 1st Dwelling to submit a Travel Plan for approval by the Council and the Travel Plan will thereafter be implemented in accordance with the approved details.

PART 2

10. **Affordable Housing**

10.1 Construct or procure the construction of the Affordable Housing Units:

- (a) in accordance with the Planning Permission;
- (b) to a standard which satisfies the Welsh Housing Quality Standards July 2005 or such other standards as are appropriate at the time of construction (unless otherwise agreed in writing with the Council such agreement not to be unreasonably delayed or withheld)

Provided always that the details submitted to the Council relating to the Affordable Housing Units prior to the date hereof are deemed to comply with sub-paragraph (b) of paragraph 10.1 above

10.2 Unless paragraph 10.8 applies from the date of Practical Completion of the Affordable Housing Units procure that they shall not be used other than for Affordable Housing and the Transfer of each Affordable Housing Unit in accordance with the provisions at paragraphs 10.3 to 10.9 below shall contain a restriction in similar form to the Restriction which shall be registrable in the proprietorship register of the title to the Affordable Housing Unit with the intention that it shall remain as an Affordable Housing Unit in perpetuity save that this obligation shall not be binding on:

- (a) any Chargee provided that the Chargee shall have first complied with the Chargee's Duty
- (b) any person exercising a right to buy or a right to acquire or staircasing out of any shared ownership or similar arrangement or their mortgagee or charge

10.3 Procure that no more than 50% of the Market Housing Units in any Phase shall be Occupied until the Affordable Housing Units for that Phase have been Transferred to the Registered Social Landlord or constructed by the Developer and the Developer has served a Sale Notice.

10.4 Prior to the commencement of construction of the Affordable Housing Units in any Phase to:

- (a) serve a Sale Notice on a Registered Social Landlord and offer to sell such Affordable Housing Units to the Registered Social Landlord pursuant to the provisions of this Third Schedule and
- (b) serve a copy of the Sale Notice on the Council's Housing Services Manager at the address stated at the head of this Agreement

10.5 The Registered Social Landlord may accept the offer referred to in paragraph 10.4 above by signing and returning a copy of the Sale Notice to the person who served it upon them within the Notice Period.

10.6 Subject to the terms of a Transfer of the Affordable Housing Units or the land upon which those Affordable Housing Units are to be built (with or without a build contract for them) having been accepted by the Registered Social Landlord and (if necessary) to

the Council having completed the Transfer as land owner to use reasonable endeavours to ensure that the transfer of the Affordable Housing Units to Registered Social Landlord shall be completed upon the terms set out in this Third Schedule

- 10.7 If having accepted the offer in accordance with 10.5 a Registered Social Landlord is unable to complete its purchase within three months of the date of the Sale Notice or if later within 10 working days of completion of such Affordable Housing the Developer may serve written notice on the Council giving the Council three months within which to complete the purchase of the Affordable Housing Unit(s) itself or procure the purchase of it by a Registered Social Landlord.
- 10.8 If the Council or its Registered Social Landlord fails to complete the purchase within the period set out in paragraph 10.7 the Affordable Housing Unit may be disposed of free from the obligations set out in this Third Schedule and the Affordable Housing Contribution shall be paid to the Council within 28 working days of the completion of the sale of the relevant Affordable Housing Unit.
- 10.9 On Completion of the transfer or lease of each Affordable Housing Unit procure that an NHBC Certificate is issued to the Registered Social Landlord.
- 10.10 Except where paragraph 10.8 applied the party disposing of the Affordable Housing Units or the Affordable Housing Land shall procure that each Unit shall benefit from the following:-
- (a) a covenant to construct roads and footpaths to serve the Affordable Housing Units.
 - (b) full and free rights of access both pedestrian and vehicular from the public highway to each Affordable Housing Unit.
 - (c) a covenant to construct drains and sewers to serve the Affordable Housing Units.
 - (d) full and free rights to the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the Affordable Housing Units all such services to be connected to the mains:

- (e) such other rights or covenants as may reasonably be required by the Developer provided that such rights or covenants are (unless necessary for the proper development of the Site) no more onerous than the covenants imposed by transfers of the Market Housing.

PART 3

Chargee's Duty

10.11 The chargee prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than 3 months prior notice in writing to the Council of its intention to dispose and:

- (a) in the event that the Council responds within 3 months from receipt of the notice that it or a Registered Social Landlord will purchase those Affordable Housing Units subject to such disposal then the chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer within 3 months.
- (b) if the Council or the Registered Social Landlord identified by the Council in its notice cannot within 3 months of the date of service of its response under paragraph 10.11(a) secure such transfer then provided that the Chargee shall have complied with its obligations under this part the Chargee shall be entitled to dispose of the Affordable Housing Units as Market Housing Units for Market Housing free of the restrictions set out in this Third Schedule.

PROVIDED THAT at all times the rights and obligations in this clause 10.11 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

THE FOURTH SCHEDULE

Council's Covenants

Repayment of Contributions

- 1 The Council hereby covenants with the Developer or the party who has paid any sums due under this Deed to use all sums (save those set out in paragraph 1.2 and 1.3 of this Fourth Schedule) received from the Developer (or the paying party as aforesaid) under the terms of this Deed for the purposes specified in this Deed for which they are to be paid within 5 years or 7 years in respect of the Affordable Housing Contribution of the payment of that sum to the Council;
 - 1.2 In respect of the Highways Contribution to use such contributions within 20 years of the completion of the Highway Works for the construction and subsequent maintenance costs of the Highway Works or for such other purposes for the benefit of the Development as the Developer and the Council shall agree
 - 1.3 In respect of the Public Open Space Maintenance Contributions to use such contributions within 20 years of the completion of the Public Open Space works or for such other purposes for the benefit of the Development as the Developer and the Council shall agree
- 2 The Council shall within 28 days of a written request being received by the Council provide to the Developer or the person who made such payment such evidence, as the Developer (or paying party as aforesaid) shall reasonably require following the expiration of the periods set out in paragraph 1 of this Fourth Schedule in order to confirm the expenditure of the sums paid by the Developer (or paying party as aforesaid) under this Deed for the purposes specified in this Deed.
- 3 In the event that the Council have not properly expended any sum (or part of such sum) payable to it for the purposes specified in this Deed for which they are paid within the periods set out in paragraph 1 of this Fourth Schedule then the Council shall within 28 days of a written request from the Developer or the person or body who made the payment to the Council for repayment of such sum or part of such sum that remains so unexpended for the purpose for which it was paid pay to the person or body who made such payment that sum or part of that sum that remains so unexpended for the purposes for which it was paid.

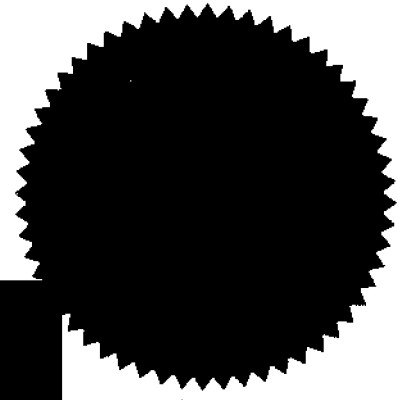
Discharge of obligations

- 4 At the written request of the Developer the Council shall provide written confirmation of the discharge of the obligations or any singular obligation contained in this Deed when satisfied that such obligation(s) have been performed.

THE COMMON SEAL OF
THE VALE OF GLAMORGAN COUNCIL
was affixed in the presence of:

)

)



Authorised Signatory:



Authorised Signatory:

EXECUTED AS A DEED by CREST NICHOLSON)

OPERATIONS LIMITED in the presence of:)

Director:

Director/Secretary:

THE COMMON SEAL OF
THE VALE OF GLAMORGAN COUNCIL)
was affixed in the presence of:)

Authorised Signatory:

Authorised Signatory:

EXECUTED AS A DEED by CREST NICHOLSON)

OPERATIONS LIMITED in the presence of:)

Director:

Director/Supervisor: _____

