

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

relating to the development of land north of the
railway line (west), Rhooose Vale of Glamorgan

Dated :

DO 14th May

2015

Vale of Glamorgan Council (1)

South Wales Land Developments Limited (2)

Taylor Wimpey UK Limited (3)

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Masterplan Drawing no. 0508-1003 B

DATE

DO NOT DATE
9th May 2015

2015

PARTIES

- (1) **Vale of Glamorgan Council** of Civic Offices, Holton Road, Barry CF63 4RU ("Council"); and
- (2) **South Wales Land Developments Limited (company number FC031770)** ("the Owner") whose registered office is at PO Box 665 Roseneath, The Grange, St Peters Port, Guernsey, GY1 3SJ; and
- (3) **Taylor Wimpey UK Limited (registered number 01392762)** whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR ("the 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 Owner is the freehold owner of the Site registered with HM Land Registry with Title nos. CYM535535, CYM134617, WA249774 CYM553938 and WA301473.
- 3 The Developer has entered into a sale agreement dated 6 December 2013 with the Owner to buy the Site subject to conditions including the grant of Planning Permission and expiry of the period within which a judicial review challenge could be made.
- 4 The Developer has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed in accordance with the requirements of regulations 122 and 123 of the Community Infrastructure Levy Regulations 2010 (as amended).
- 5 The Council resolved on 12 March 2015 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Acceptable Cost Guidance"	means the published list of acceptable costs per dwelling according to the relevant dwelling type in question and in place at the time of the start of construction of each phase of the Development (as identified in the reserved matters applications that will be submitted by the Developer in relation to the Planning Permission) as determined by the Welsh Government from time to time (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 Government at the date of this Deed).
"Act"	means the Town and Country Planning Act 1990
"Administration Fee"	means the costs of the Council (excluding any legal costs) incurred in negotiating and monitoring the implementation of the obligations contained in this Agreement being £49,708.02.
"Adjacent Off-site Highway Works Contribution"	means the "Off-Site Highway Contribution" of £140,000 payable by the Owner of the Adjacent Site Development under clause 6.1 of the Section 106 Agreement dated 16 th January 2014 between The Vale of Glamorgan Council, Ian Christopher Hardy and Susan Anne Hardy, Gwilym Ewart Davies and Mary Avril Davies, Westbury Homes (Holdings) Ltd., Bellway Homes Ltd and Persimmon Homes Ltd in connection with the Adjacent Site Development.
"Adjacent Site Development"	means the development of land at Pentir y De, Rhoose for the construction of up to 350 dwellings, the laying out of formal and informal open space and changing rooms, new means of vehicular access onto Pentir Y De and associated infrastructure as set out in the application for planning permission registered by the Council on 1 July 2010 and allocated reference number 2010/00686/EAO.
"Affordable Housing"	means housing where there are secure mechanisms in place to ensure that it is accessible to those who cannot afford housing at open market values, including without limitation Social Rented Housing and Intermediate Housing, and where there is provision for the home to remain affordable for future eligible households or

	where staircasing to full ownership takes place, any subsequent capital receipts should be recycled to provide replacement affordable housing.
"Affordable Housing Contribution"	means an amount to be calculated in accordance with the following formula: $0.58 \times \text{Acceptable Cost Guidance}$ in respect of the Social Rented Housing Units and $0.30 \times \text{the Market Value of the Intermediate Housing}$ in respect of the Intermediate Housing Units which the parties shall use their reasonable endeavours to agree (with the Owner to provide as comparable pricing details of similar house types to the Intermediate Housing plots on the Development on request) but if not so agreed within 20 Working Days the Market Value shall be determined in accordance with the dispute resolution procedure set out at Clause 9; to be spent on the provision of Affordable Housing to meet housing need in the Vale of Glamorgan.
"Affordable Housing Land"	means the land comprised within the Site upon which the Affordable Housing Units are to be constructed pursuant to the Planning Permission.
"Affordable Housing Units"	means those Dwellings to be built and thereafter occupied as Affordable Housing comprising a minimum of 30% of the total number of Dwellings to be built on the Site pursuant to the Planning Permission of which a minimum of 80% (rounded up) shall be Social Rented Housing Units (comprising 28% x 1 bed flats, 42% x 2 bed houses, 6% x 3 bed houses and 4% x 4 bed houses) and 20% shall be Intermediate Housing Units (comprising 17% x 2 bed houses and 3% x 3 bed houses) and for the avoidance of doubt in calculating the affordable housing house type numbers shall be rounded up if 0.510 or more and rounded down if 0.509 or less.
"Affordable Rent"	means (in cases where the relevant landlord is not a Local Authority) a rent payable for an affordable rented housing unit which is equal to or less than the target rent which is established by the RSL for the Vale of Glamorgan area and approved by the Welsh Government from time to time or (in cases where the relevant Landlord is a Local Authority) a rent payable for an affordable rented housing unit determined by the Welsh Government from time to time and calculated using statistical information provided by individual local authorities.
"Application"	means the application for outline planning permission registered by the Council on 29 May 2014 submitted to the Council for the Development and allocated reference number 2014/0550/OUT.

"Build Costs"

means the agreed price for which the contractor is prepared to do the work and which the Owner is prepared to pay for the work to construct the Dwellings pursuant to the Planning Permission which for the avoidance of doubt excludes any professional and statutory fees which could be included within it under a design and build form contract and shall also exclude the costs of fitting out any buildings.

"Chargee"

means any mortgagee or chargee of the RSL or of an Affordable Housing Unit following any transfer or grant of a lease of an Affordable Housing Unit by the RSL only or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925.

"Chargee's Duty"

means the tasks and duties set out in paragraph 1.10 of Part 2 of the Third Schedule.

"Commencement of Development"

means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development is first carried out on the Site other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, site preparation including earth works, any tree or hedge clearance, investigations for the purpose of assessing ground conditions, remedial works in respect of any contamination or other adverse ground conditions, works connected with the diversion and laying of services, the 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 or enhancement of facilities (a park, building or structure) or services within Rhoose, which meet local community needs and are publicly available, which consists of either the provision of new facilities in the Rhoose ward boundary or enhancement of one or more the following existing community facilities:

- a) Rhoose Library
- b) Rhws Primary School
- c) Ceri Road Hall, Pavillion and associated Community Facilities
- d) Rhoose and District Social Club, Fontygary Road
- e) Rhoose Community Hall, Stewart Road
- f) Celtic Park Community Centre and associated Community Facilities, Celtic Way
- g) Rhoose Flying Club
- h) Rhoose Lifeguards Club

- i) Fontygary Holiday and Leisure Park and swimming pool.

"Community Facilities Contribution"

means the sum of Nine Hundred and Eighty Eight Pounds and Fifty Pence (£988.50) per Dwelling, payable to the Council to provide or improve Community Facilities.

"Development"

means the development of the Site for the construction of a residential development with associated access and associated works, to include public open space and land for a primary school (including the demolition of 46 Porthkerry Road and its associated outbuildings) as set out in the Application.

"Disposal"

means either the sale of a Freehold interest or the grant of a Leasehold interest for a term in excess of 99 years and the expression "Disposed" shall be construed accordingly.

"Dwelling"

means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission.

"Education Contribution"

means Three Thousand Seven Hundred and Twelve Pounds and Sixty Five Pence (£3,712.65) per Dwelling payable to the Council to provide or enhance educational facilities within either the School Site or Rhws Primary School or St Richard Gwyn Catholic High School only.

"Expert"

means a single Expert qualified to deal with the subject matter of the dispute, disagreement or difference who shall either be jointly nominated by the parties within a period of 10 working days following a failure of the parties to resolve the dispute, disagreement or difference pursuant to Clause 9 or failing agreement on such nomination, the Expert shall be nominated by the President for the time being of the Law Society.

"Index"

means the All Items Index of Retail Prices issued by the Office for National Statistics or in the event that the index ceases to be published or if the basis on which it is calculated is altered to a material extent such other index which most closely resembles it to be agreed between the parties hereto.

"Interest"

Interest at 4 per cent above the base lending rate of Barclays Bank Plc from time to time.

"Intermediate Housing"

means housing in an agreed mix (as set out in the definition of Affordable Housing Units) comprising low cost home ownership units sold through the Council's Aspire2Own scheme or rented housing let through the Council's Homes4U scheme where capital prices or rents are above those of Social Rented Housing but

below open market housing prices or rents and PROVIDED FURTHER THAT this does not include low cost market housing which the Welsh Government does not consider to be Affordable Housing for the purpose of the land use planning system and reference to Intermediate Housing Units shall be construed accordingly.

"Key Events"

means Commencement of Development, and the date of the first Occupation of the 1st, 10th, 50th, 100th and 150th Dwelling constructed pursuant to the Planning Permission.

"Market Housing Units"

means that part of the Development which is general market housing for sale on the open market and which are not Affordable Housing.

"Market Value"

means the value having regard to the market definition and the guidance set out in the current edition of the RICS Valuation Standards in place from time to time on the basis of a willing buyer and a willing seller in an arms length and unconditional transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion excluding hope value of alternative development or any additional bid by a purchaser with a special interest.

"Notice Period"

means 2 months from the date of receipt by the RSL of the Sale Notice.

"Occupation" and "Occupied"

means beneficial occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.

"Off-Site Highway Works Contribution"

Twenty Thousand Pounds (£20,000) payable to the Council on the Commencement of Development of the Site towards the Off-Site Highway Works.

"Off-Site Highway Works"

means feasibility design and construction works to be carried out to Weycock Cross Roundabout, Colcot Cross Roundabout and Barry Docks Link Roundabout together with such other works that the Owner, Developer and the Council (acting reasonably) agree need to be delivered in the vicinity of the Site in order to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

"Open Space Maintenance Contribution"

means a sum to cover the future maintenance of the Public Open Space Land if transferred to the Council to be agreed prior to the transfer of the Public Open Space Land by the Council and the Developer acting reasonably.

"Plan"	the plan attached hereto with the title 'Location Plan'.
"Planning Permission"	means the outline planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in draft form in the First Schedule.
"Practical Completion"	means 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"	Art that is the original work of a living professional artist and is created for a particular place, commissioned by or working in collaboration with others such as architects, landscape designers, planners, developers, arts officers and community representatives or the provision of facilities which enable the creation or display of art (including any art displayed in such facilities).
"Public Art Contribution"	means a sum equivalent to 1% of the Build Costs which shall be used to fund the provision of Public Art within Rhose in accordance with paragraph 4 of the Second Schedule.
"Public Open Space Scheme"	means a scheme to be implemented in accordance with details to be approved by the Council for the provision of public open space.
"Public Open Space Land"	means the area of open space land to be laid out in accordance with the Public Open Space Scheme in the approximate location as shown on the Masterplan Drawing No. 0508-1003 B annexed hereto or such other location as may be agreed with the Council to include one centrally located area with a locally equipped area of play and two local areas of play.
"Restriction"	means the following words: "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 or such other authorised officer 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 agreement dated _____ and made between (1) Vale of Glamorgan Council (2) South West Land Developments Limited and (3) Taylor Wimpey UK Limited.
"RSL"	means a registered social landlord as defined in Part 1 of the Housing Act 1996 who is registered with the Welsh 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

	<p>Council (such approval not to be unreasonably withheld or delayed) and is zoned by the Welsh Government to develop in the Vale of Glamorgan.</p>
"Sale Notice"	<p>means a notice served by the Owner on the RSL which informs the RSL that the Affordable Housing Units have been completed and are available for Transfer to the RSL and offering to sell the Affordable Housing Units. In relation to the Affordable Housing Units the Transfer to the RSL shall be at a price equal to 42% of the Acceptable Cost Guidance in place at the start of construction of each phase of Affordable Housing Units in respect of the Social Rented Housing and at a price equal to 70% of the Market Value in respect of the Intermediate Housing to reflect its designation as an Affordable Housing Unit.</p>
"School Site"	<p>means the land with an area of 1 hectare within the Site which is to be transferred to the Council for the provision of a primary school which shall be in a location in general accordance with the approved Masterplan reference 0508-1003 B Received on 19th December 2014 and attached hereto at Annex 1 or such other location agreed between the Owner Developer and the Council acting reasonably.</p>
"Shared Ownership Lessee"	<p>means a person entering a lease with an RSL which allows a purchaser to buy a share in the equity of the Affordable Housing under a form of shared equity lease and "Shared Ownership Lease" shall be construed accordingly.</p>
"Site"	<p>means the land against which this Deed may be enforced as shown edged red on the Plan.</p>
"Social Rented Housing"	<p>means housing provided by a local authority or RSL where rent levels have regard to Affordable Rents and where there are secure mechanisms in place to ensure that it is accessible to those who cannot afford housing at open market values and reference to Social Rented Housing Unit(s) shall be construed accordingly.</p>
"Substantial Completion"	<p>means the date upon which the Three Hundredth (300th) Dwelling becomes capable of being Occupied for its intended purpose.</p>
"Sustainable Transport Contribution"	<p>means the sum of Two Thousand Pounds (£2,000) per Dwelling payable to the Council to be used by the Council to provide or improve Sustainable Transport Facilities serving the Development.</p>
"Sustainable Transport Facilities"	<p>means information, facilities, services or projects which provide or improves access for pedestrians, cyclists, public transport users, motor cycles, taxis or car shares</p>

in the vicinity of the Site and within the Rhoose ward boundary, which consists of one or more of the following:

- a) Formalised controlled crossing points/TRO's on Porthkerry Road
- b) Upgrading of cycle storage facilities in Rhoose Primary School
- c) Cycle parking facilities in Rhoose
- d) Upgrading bus stops and infrastructure on Porthkerry Road
- e) Signposting within Rhoose
- f) Dropped kerbs/crossing points within Rhoose
- g) CCTV camera in Rhoose Station
- h) Signage to Rhoose Railway station
- i) Funding of any diversion or stopping up of part of the existing Footpath No. 2 Porthkerry crossing the railway line to the south of the Site
- j) Upgrading of walking routes on Torbay Terrace and Station Road
- k) Further works to NCN Route 88 and links to the route
- l) Travel Plan measures for the Development
- m) Bus services and community transport serving the Site
- n) Improvements to the PROW network, cycleways and bridleways in Rhoose
- o) Road safety measures in Rhoose

"Top-up Off-Site Highway Work Contribution" means contribution of up to a maximum One Hundred and Twenty Thousand Pounds (£120,000) or such lesser sum as is required by the Council in addition to the Off-Site Highway Works Contribution to fund the Off-Site Highway Works.

"Transfer" A deed setting out the terms of the transfer of the Affordable Housing Units to an RSL or to the Council as appropriate which terms shall be agreed between the parties to the deed and providing for the sale of the Affordable Housing Units. In relation to the Affordable Housing Units the deed shall contain a sale price which shall be no more than 42% of the Acceptable Cost Guidance in respect of Social Rented Housing and no more than 70% of the Market Value in respect of the Intermediate Housing and "Transferred" shall be construed accordingly.

"Working Day" Any day of the week other than a Saturday, Sunday or Bank Holiday.

2 CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, paragraph Schedule, Appendix or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, Appendix, 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 or the successors to its statutory functions.
- 2.7 Headings where they are included are for convenience only and are not intended to influence the interpretation of this Deed.

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 upon the Owner and the Developer under this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as local planning authority against the relevant covenanting party.
- 3.3 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972 and all other enabling powers.

4 CONDITIONALITY

This Deed is conditional upon:

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

save for the provisions of Clauses 1-4, 7-9 and 12-18 which shall come into effect immediately upon completion of this Deed.

5 THE OWNER AND DEVELOPER'S COVENANTS

- 5.1 The Owner and the Developer covenants with the Council as set out in the Second and Third Schedule.

6 THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner and the Developer as set out in the Fourth Schedule.

7 THE DEVELOPER'S CONSENT

- 7.1 The Developer consents to its interest being bound by the terms of this Deed PROVIDED THAT it shall not be liable for performing or observing any of the obligations in this Deed unless and until it acquires either a leasehold or freehold interest in the Site.

8 MISCELLANEOUS

- 8.1 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.
- 8.2 The Developer shall pay to the Council £10,000 of the Administration Fee upon the completion of this Deed and the balance of £39,708.02 on Commencement of Development.
- 8.3 Nothing in this Deed shall create any rights in favour of any person not a party to it pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 8.4 This Deed shall be registrable as a local land charge by the Council.
- 8.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 8.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 8.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 8.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest for which it shall continue to be liable. Neither the reservation of any rights nor the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause 8.8.
- 8.9 The parties agree with one another to act reasonably and in good faith in the fulfilment of the objectives of this Deed.
- 8.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 8.11 The obligations in this Deed will not be enforceable against:
- (a) the buyers of an individual Dwelling; or
 - (b) a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker; or
 - (c) the Developer until the Developer acquires the freehold or a leasehold interest in the Site; or
 - (d) an RSL save for the provisions in the Third Schedule of this Deed.
- 8.12 The Council agrees with the Developer and the Owner to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Deed, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

9. DISPUTES

- 9.1 Where the Owner, the Developer and the Council are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed or its meaning or construction, then the parties shall use their reasonable endeavours to resolve the same within 20 working days of the dispute, disagreement or difference arising.
- 9.2 Failing the resolution of any such dispute, disagreement or difference within the said 20 working days the disputes, disagreement or difference shall be referred for determination in accordance with the provisions of this Clause 9 on the reference of any of the parties to the dispute, disagreement or difference.
- 9.3 The dispute, disagreement or difference shall be referred to the decision of an Expert.
- 9.4 The determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties.
- 9.5 The terms of reference of any Expert appointed to determine a dispute, disagreement or difference shall include the following:-
- a. He shall call for representations from all parties within 10 working days of a reference to him under this Deed and shall require the parties to exchange representations within this period;
 - b. He shall allow the parties 10 working days from the expiry of the 10 working days period referred to in sub-clause (a) above to make counter representations;
 - c. Any representations or counter representations received out of time shall be disregarded by the Expert;
 - d. He shall provide the party with a written decision including his reasons (within 10 working days of the last date for receipt of counter representations);
 - e. He shall be entitled to call for such independent Expert advice as he shall think fit;
 - f. His costs and the costs of any independent Expert advice called for by the Expert shall be included in his award.
- 9.6 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the dispute, disagreement or difference in question

10. NOTICES

- 10.1 Any notice or other written communication to be served upon or given by one party to any other party under the terms of this Deed shall be deemed to have been validly served or given in the following circumstances:
- a) if transmitted by facsimile (and confirmed by facsimile confirmation slip) when dispatched;
 - b) if delivered by hand upon delivery at the address of the relevant party; or
 - c) if sent by post or recorded delivery post to the party upon whom it is to be served or to whom it is to be given within 2 Working Days after the date of posting

PROVIDED THAT if in accordance with the above provision any notice or other written communication would otherwise be deemed to be served or given after 17.00 hours such notice or other written communication shall be deemed to be served or given at 09.00 hours on the next Working Day.

- 10.2 The address for any notice of other written communication shall only be within the United Kingdom and is:

- a) for the Council: The Vale of Glamorgan Council, Dock Office, Subway Road, Barry Docks, Barry, CF63 4RT marked for the attention of the Director of Development Services
- b) for the Owner: PO Box 665 Roseneath, The Grange, St Peters Port, Guernsey, GY1 3SJ
- c) for the Developer: Taylor Wimpey South Wales FAO Gareth Hawke, Land Director, Eastern Business Park, Building 2, St Mellons, Cardiff, CF3 5EA.

or such other address as any party may notify to the others at its address of service from time to time.

10.3 In the event that the parties decide that the recipients of any notice or other written communication should change from the individuals referred to in clauses 10.2(a), 10.2(b) or 10.2(c) above the parties shall notify each other in writing giving details of the replacement individual(s).

10.4 Any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by an officer or duly authorised signatory.

10.5 The Developer and the Owner agree to give to the Council notice in writing within 10 Working Days of the Developer becoming aware of the Key Events as they each occur.

11 WAIVER

No waiver (whether expressed or implied) by the Council, Developer or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council, Developer or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

12 CHANGE IN OWNERSHIP

12.1 Save as provided in clause 12.2, the Owner and the Developer agree with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

12.2 Clause 12.1 shall not apply in relation to a change of ownership from the Owner to;

- (a) the Developer; or
- (b) the buyers of an individual Dwelling; or
- (c) a statutory undertaker; or
- (d) an RSL save as provided in the Third Schedule of this Deed; or
- (e) the Council in relation to the School Site and the Public Open Space Land.

13 INDEXATION

Any sum referred to in Schedules 2 and 3 shall if there is any increase in the Index be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

14 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.

15 VAT

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

16 COMMUNITY INFRASTRUCTURE LEVY

16.1 For the purposes of this clause, "CIL" means a tax, tariff or charge introduced by the Council pursuant to regulations enabled by the Planning Act 2008 or any subsequent proposed legislation to fund the delivery of infrastructure known as the "community infrastructure levy" or known by any other name.

16.2 If, after the date of this Agreement, a CIL is introduced that is applicable to the Development then the parties to this Agreement will use reasonable endeavours to agree variations to this Agreement with the intent that:

16.2.1 the planning benefits secured by this Deed should continue to be secured and delivered; and

16.2.2 the Owner and Developer should not be in a position where they are in a financially worse position because of CIL in respect of the obligations contained in the Schedules than they would be if they performed the obligations in this Deed and no CIL had been introduced.

17 JURISDICTION

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

18 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

19 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.

FIRST SCHEDULE
Form of draft Planning Permission

THE VALE OF GLAMORGAN COUNCIL

Town and Country Planning Act 1990
Planning and Compulsory Purchase Act 2004
The Town and Country Planning (Development Management Procedure) (Wales)
Order 2012

OUTLINE PLANNING PERMISSION

Agent:
Savills
12 Windsor Place
Cardiff
CF10 3BY

Applicant:
Taylor Wimpey Plc and South Wales
Land Development

Residential development with associated access and associated works, to include public open space and land for a primary school (including the demolition of 46 Porthkerry Road and its associated outbuildings) at Land north of the railway line (west), Rhoose

The Council in pursuance of its powers under the above mentioned Act and Order hereby **GRANTS OUTLINE 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 29 May 2014 subject to the following condition(s):

1. The consent hereby approved shall relate to the following plans and documents:

Topographical Survey (reference 0508-100), Transport Assessment and Appendices (prepared by Waterman Transport and Development, May 2014), Planning Statement (prepared by Savills, May 2014), Archaeological and Heritage Baseline Assessment (prepared by EDP, May 2014), Agricultural Land Assessment (prepared by the Andersons Centre, May 2014) Landscape and Visual Appraisal (prepared by EDP, May 2014), Ecology reports (Sturgess Ecology Phase 1 Habitat Survey 2013 and EDP Bat Survey Report 2014), Arboricultural report (incorporating Arboricultural Impact Assessment and Tree Protection Measures) (prepared by EDP, May 2014) Hedgerow Report (May 2014) Noise and Vibration Assessment Note (prepared by INVC, dated 13 May 2014) Air Quality Assessment (prepared by Waterman Transport and Development, May 2014), Site Investigation Report registered on 22 May 2014

Amended site location plan (reference 0508-101 Rev A), Amended Design and Access Statement, Additional Hedgerow Calculation Plan 0508-1013 A, Additional Technical Note – Assessment of Revised Access (prepared by Waterman Transport and Development, May 2014), Amended Preliminary Design of Access Road (reference SK15), Additional Noise and Vibration Assessment Note (prepared by INVC, dated 13 October 2014), Additional Proposed Drainage Layout Plan 0001 A03, Received on 22 October 2014,

Amended Flood Consequences Assessment and Drainage Strategy Report (prepared by Waterman Transport and Development, December 2014), Amended Masterplan 0509-1003-B, Additional Drawing – Southern Boundary Basin Option ref. 0007 A03, Updated Design and Access Statement plans ref. 0508-1004 B, 1005 –B, 1006-B, 1007-B, 1008-B, 1009-B, 1010-B and 1011-B, received on 19 December 2014 and the development shall be carried out strictly in accordance with these details.

Reason:

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

2. Approval of the details of the layout, scale, appearance and landscaping of the development (hereinafter called 'the reserved matters') shall be submitted to and approved by the Local Planning Authority before any development is commenced.

Reason:

To comply with the requirements of Section 92 of the Town and Country Planning Act 1990.

3. Application for approval of the reserved matters hereinbefore referred to must be made not later than the expiration of three years beginning with the date of this permission.

Reason:

To comply with the requirements of Section 92 of the Town and Country Planning Act 1990.

4. The development to which this permission relates must be begun not later than whichever is the later of the following dates:
- (a) The expiration of five years from the date of this permission.
 - (b) The expiration of two years from the date of the final approval of the reserved matters or, in the case of approval on different dates the final approval of the last such matters to be approved.

Reason:

To comply with the requirements of Section 92 of the Town and Country Planning Act 1990.

5. Plans and particulars of the reserved matters referred to in Condition No. 2 above shall be submitted in writing to the Local Planning Authority and shall be carried out as approved.

Reason:

The application was made for outline planning permission and to comply with the requirements of Section 92 of the Town and Country Planning Act 1990.

6. The development hereby approved shall be undertaken in full accordance with the aims and objectives of the Amended Design and Access Statement submitted in support of the application.

Reason:

To ensure a sustainable form of development in accordance with the Supplementary Planning Guidance on Sustainable Development, and to meet the requirements of Strategic Policy 2 of the adopted Unitary Development Plan.

7. The reserved matters application(s) shall have full regard to the guidance and advice as set out in Manual for Streets and Secure by Design and shall reflect the principles, parameters and objectives of the indicative masterplan reference 0509-1003-B.

Reason:

To ensure that the reserved matters application is submitted in accordance with good practice and the submitted Development Brief Statement and to ensure compliance with Policies ENV27 and HOUS8 of the Unitary Development Plan.

8. No development approved by this permission shall commence until the applicant, or their agents or successors in title, has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which shall be submitted by the applicant and approved in writing by the Local Planning Authority and the programme and scheme shall be fully implemented as defined in the approved details.

Reason:

In order that archaeological operations are undertaken to an acceptable standard and that legitimate archaeological interest in the site is satisfied and to ensure compliance with Policies ENV18 and ENV19 of the Unitary Development Plan.

9. Prior to the first beneficial occupation of the development hereby approved, a Travel Plan (which shall cover all phases of the development and subsequent reserved matters application(s)) shall be prepared and shall be submitted to and approved in writing by the Local Planning Authority and shall include a package of measures tailored to the needs of the site and its future users, which aims to widen travel choices by all modes of transport, encourage sustainable transport and cut unnecessary car use. The Travel Plan shall thereafter be implemented in full accordance with the approved details.

Reason:

To ensure the development accords with sustainability principles and that site is accessible by a range of modes of transport in accordance with Unitary Development Plan Policies 2, 8 and ENV27 - Design of New Developments.

10. As part of the discharge of Condition No. 2 above, and prior to the commencement of the construction of any of the dwellings or infrastructure within the site, full details of the finished levels of the site, dwellings and structures, in relation to existing ground levels and features shall be submitted to and approved in writing by the Local Planning Authority and the development shall be carried out in full accordance with the approved details.

Reason:

To ensure that the visual amenity of the area is safeguarded, and to ensure the development accords with Policy ENV27 of the Unitary Development Plan.

11. Notwithstanding the Amended Preliminary Design of Access Road (reference SK15), prior to the commencement of any works on site in relation to the proposed access onto Porthkerry Road, full engineering drawings of the approved layout with sections, vertical alignment, horizontal alignment, plateaux, street lighting, surface water drainage, construction details, lining, signing etc shall be submitted to and approved by the by the Local Planning Authority.

Reason:

To ensure the provision on safe access into the site to serve the development in the interests of highway and public safety, and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

12. The dwellings hereby permitted shall not be brought into beneficial use until such time as:
- (1) The applicant/developer enter into a highway legal agreement of the Highways Act 1980 with the Council to provide the proposed new junction (including, if considered necessary, Traffic Regulation Orders), in accordance with a scheme which shall first have been submitted to and agreed in writing by the Local Highway Authority; and
 - (2) The requirements of the proposed scheme and any associated requirements of any amended or new Traffic Regulation Order have been fully implemented and completed.

Reason:

In the interests of highway safety and to ensure compliance with the terms of Policies ENV27 of the Unitary Development Plan.

13. The reserved matters application(s) shall ensure that the vehicular routes (entrance avenue, primary, secondary and tertiary) pedestrian and cycle routes are broadly laid out in accordance with the road widths as set out within the Amended Design and Access Statement.

Reason:

In order to ensure that the reserved matters application(s) are in line with the agreed movement framework for the site, in accordance with the requirements of the Adopted Development Brief and to ensure compliance with Policies ENV27 of the Unitary Development Plan.

14. The relevant reserved matters application which relate to the eastern part of the site (being the primary highway route north of the land identified for a school and broadly identified as the Phase 1 area in the Amended Phasing Plan ref 0508-1006-B received on 19 December 2014) shall ensure that the primary road is laid out and constructed to the boundary of the land controlled by the applicant or their successor in title.

Reason:

In order to ensure that the reserved matters application(s) permit connectivity to the remaining part of the allocated site, in accordance with the requirements of the Adopted Development Brief and to ensure compliance with Policies ENV27 of the Unitary Development Plan.

15. Notwithstanding the submitted phasing plan, a safe temporary pedestrian gravel path/track shall be constructed along the line of the proposed east/west cycle/pedestrian footpath (to link the site from the PROW to Torbay Terrace (within the scope of the application site)), the details of which shall be submitted to approved in writing by the Local Planning Authority, (including details of phasing, levels and means of construction). The path/track hereby approved shall be fully completed prior to occupation of the 50th dwelling within the site and shall be retained on site as a continuous route (including diversions as necessary during other construction works), until such time as the hard surfaced route (the details of which would form part of the subsequent reserved matters application(s) has been completed on site in full which shall be completed prior to the occupation of 75% of the dwellings within the site.

Reason:

In order to ensure that the connectivity to the remaining part of the allocated site and the adjoining development and railway station is in place early on during the development phase, in accordance with the requirements of the Adopted Development Brief and to ensure compliance with Policy ENV27 of the Unitary Development Plan.

16. The reserved matters application(s) which relate to or form part of the site falling with Phases 3 and 4 (as set out on Phasing Plan 0508-1006-B) shall be accompanied by a noise map indicating any dwellings which fall within NEC B (both daytime and night time) and shall include full details of acoustic attenuation measures / mitigation (to include consideration of site layout and orientation to ensure that noise sensitive rooms and primary outdoor amenity areas are located away / screened from the identified noise sources) to ensure that all dwellings falling within NEC B achieve the noise standards set out in Technical Advice Note 11 Table 2 in relation to internal and external noise levels.

Reason:

In order to ensure that the reserved matters application(s) take account of NEC B so as to ensure that the occupiers of the dwellings within such areas are not subject to high levels of noise, to comply with the requirements of TAN 11 and compliance with Policies ENV27 and ENV29 of the Unitary Development Plan.

17. The reserved matters application(s) which relate to or form part of the site falling with Phases 3 and 4 (as set out on Phasing Plan 0508-1006-B) shall be accompanied by a scheme to demonstrate that dwellings are designed and constructed so as to ensure that vibration dose values do not exceed 0.4m/s^{1.75} between 07.00 and 23.00 hours, and 0.26m/s^{1.75} between 23.00 and 07.00 hours, as calculated in accordance with BS 6472-1:2008, entitled "Guide to Evaluation of Human Exposure to Vibration in Buildings", [1Hz to 80Hz]. The dwellings shall thereafter be constructed in accordance with the approved scheme.

Reason:

In order to ensure that the reserved matters application(s) take account of any potential vibration so as to ensure that the occupiers of the dwellings within such areas are not subject to high levels of vibration, to comply with Policies ENV27 and ENV29 of the Unitary Development Plan.

18. Prior to the commencement of any works at the site (including any site clearance and preparatory works), a Construction Environmental Management Plan relating to the preliminary and construction phases of works, including details of site, material and storage compounds, site lighting, hours of operation, control of noise, dust (details of wheel washing), management of surface water run off, any vibration issues and haul routes, temporary access works and surfacing, (having regard to each phase of development within the site) which shall be submitted to and approved in writing by the Local Planning Authority. The agreed method statement shall be fully implemented during the whole construction phase of the development.

Reason:

In the interests of highway safety, amenities of nearby occupiers and environmental protection and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

19. The reserved matters application(s) shall ensure that the layout reflects the Additional Hedgerow Calculation Plan 0508-1013 A and retains the hedgerows and those shown to be planted identified within the plan.

Reason:

In order to ensure that the reserved matters application(s) take account of all existing hedgerows within the site and to ensure no net loss of hedgerows, to ensure compliance with Policies ENV11 and ENV27 of the Unitary Development Plan.

20. Prior to the beneficial occupation of any of the dwellings located within the development hereby approved, the developer shall ensure :

- a) That 44m³ of storage volume has been constructed at Porthkerry Sewer Pumping Station (SPS) in liaison with Dwr Cymru Welsh Water (DCWW), and in accordance with details to be submitted to and approved in writing by the Local Planning Authority in the event that the foul discharges from the development are drained via the development to the east; or
- b) That a hydraulic modelling assessment has been commissioned in liaison with Dwr Cymru Welsh Water, and the foul sewerage infrastructure works required by the commissioned hydraulic modelling assessment (HMA) has been completed and Local Planning Authority receives written confirmation from Dwr Cymru Welsh Water that all improvement works identified in the HMA have been undertaken to the full satisfaction of Dwr Cymru Welsh Water.

Reason:

To protect the existing community and the environment from the adverse affects of sewage flooding and pollution and to ensure the development is effectually drained and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

21. The proposed development site is crossed by a rising main with the approximate position being marked on the attached Statutory Public Sewer Record. Under the Water Industry Act 1991 Dwr Cymru Welsh Water has rights of access to its apparatus at all times. No part of any building will be permitted within 3 metres either side of the centreline of the public sewer.

Reason:

To protect the integrity of the public sewer and avoid damage thereto and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

22. All reserved matters application(s) shall be supported by a scheme for the comprehensive and integrated drainage of each phase of the development. The scheme must show how foul water, road, roof / yard water and land drainage will be dealt, with including hydraulic flow calculations and shall include full details of all existing drains / connections running through the site and a phasing programme. The approved scheme of drainage for each phase of development shall be implemented and completed in full accordance with the agreed details, specifications and phasing programme, prior to the first occupation of any dwelling within each of the agreed phases.

Reason:

To ensure the effective drainage of the site and ensure that development does not cause or exacerbate any adverse conditions on the development site, adjoining properties and environment, with respect to flood risk and to protect the integrity and prevent hydraulic overloading of the Public Sewerage System and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

23. The submitted scheme(s) for drainage of the site shall ensure that all foul and surface water discharge separately from the site and that all land drainage / surface water run-off shall not discharge, either directly or indirectly, into the public sewerage system.

Reason:

To prevent hydraulic overloading of the public sewerage system, pollution of the environment and to protect the health and safety of existing residents and ensure no detriment to the environment and to comply with the terms of Policy ENV27 of the Unitary Development Plan.

24. In connection with Condition No. 22, the submitted scheme for drainage shall include a written declaration to confirm the responsibility for the future maintenance and repair of the surface water / land drainage system.

Reason:

To ensure that responsibility of the land drainage system is clearly defined.

25. In connection with Condition No. 22, the detailed scheme for surface water and land drainage shall include an assessment of any water which may enter the site from the adjoining land and demonstrate that it can be appropriately managed.

Reason:

To ensure that the developer of the site is fully aware of the need to mitigate for additional surface water and land drainage that may enter the site.

26. The detailed scheme of drainage shall ensure that potentially adoptable surface water sewers are designed to the guideline publication 'Sewers for Adoption' as required by Dwr Cymru / Welsh Water and the submitted scheme in line with agreed principles of the Amended Flood Consequences Assessment and Drainage Strategy Report (prepared by Waterman Transport and Development, December 2014).

Reason:

To ensure that the surface water is designed to cater for storm events and to reduce flood risk to occupiers, both within and adjacent to the site and to comply with the terms of Policy ENV27 of the Unitary Development Plan.

27. The information submitted in accordance with the requirements of Condition No. 22 of this consent shall include full details of the proposed perpetual management and maintenance of the drainage system serving the whole development, including provisions to be put in place in respect of individual dwelling houses and including a written declaration and plan to confirm the responsibility for the future maintenance and repair of the drainage system. The development shall at all times be carried out and maintained in accordance with the approved management and maintenance scheme.

Reason:

To ensure the effective maintenance of the site's drainage system and to ensure compliance with Policies ENV7 and ENV27 of the Unitary Development Plan.

28. The detailed site layout shall ensure that the submitted scheme of drainage has appropriate permanent easement widths for sewers on all land outside the public highway, where such easements shall be restricted for future development (where the management of this zone should be discussed and agreed with the appropriate Council Departments) and shall be detailed in the submitted reserved matters application(s).

Reason:

In order to ensure that the reserved matters application(s) are developed having full regard for the need to ensure that permanent access is provided for maintenance / works and to ensure compliance with Policy ENV27 of the Unitary Development Plan.

29. Prior to the commencement of development, an Ecological Strategy to be submitted and approved in writing by the Local Planning Authority. The Ecological Strategy shall protect nature conservation interests on the development site during and post construction.

The Ecological Strategy should make provision for, but not exclusively:

Reptiles; clearance strategy

Dark flight corridors for bats (lighting strategy)

Post development ecological enhancement & site management

Reason:

To demonstrate Local Authority compliance with S40 of the NERC Act 2006 and to ensure compliance with Policies ENV10 and ENV27 of the Unitary Development Plan.

30. The reserved matter(s) application shall be supported by a lighting scheme for the whole site which will be informed by the analysis of current and likely future bat flight lines, to ensure routes to be used by bats for commuting or foraging are kept dark. Where standard height street lighting is required adjacent to the retained habitats, directional or cowled lanterns should be adopted that limit light spill. The scheme shall provide specific evidence that these areas will be kept dark by providing light overspill / spread diagrams.

Reason:

To secure the long-term protection of the species to demonstrate Local Authority compliance with S40 of the NERC Act 2006 and to ensure compliance with Policy ENV16 of the Unitary Development Plan.

31. Prior to the commencement of any works on site, a method statement shall be submitted to demonstrate that nesting birds are considered in all vegetation clearance activities (include timing of works and how cleared areas will be kept unsuitable for ground nesting birds) which shall be submitted to and approved in writing by the Local Planning Authority and shall be fully implemented.

Reason:

To ensure compliance with the Wildlife and Countryside Act 1981, where it is an offence to take, damage or destroy the nest of any wild bird while that nest is in use and to demonstrate Local Authority compliance with S40 of the NERC Act 2006 and to ensure compliance with Policy ENV16 of the Unitary Development Plan.

32. The reserved matter(s) application shall be supported by a scheme for the provision of artificial bird nesting sites, which shall equate to a minimum of one tenth of the total number of residential units to be developed on the application site (which can be built in or boxes) and should target the following species: swift, starling, house sparrow and house martins.

Reason:

To secure the long-term protection of the species to demonstrate Local Authority compliance with S40 of the NERC Act 2006 and to ensure compliance with Policy ENV16 of the Unitary Development Plan.

33. Prior to commencement of development, a landscaping scheme shall be submitted to and approved in writing by the Local Planning Authority, which shall take into account the elevated coastal position of the site. The landscaping scheme shall also include indications of all existing trees and hedgerows on the land and details of any to be retained, together with measures for their protection in the course of development.

Reason:

To safeguard local visual amenities, and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

34. 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 dwellings 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.

35. The first reserved matters application shall include all of the land shown on the Masterplan for a school (and highway frontage) and shall be supported by a phasing plan/schedule showing the timing of all proposed works within the school land relating to drainage and excavation works and shall include details of any changes in levels as a result of the drainage works (including sections) and restoration and enclosure of the site.

Reason:

In order to ensure that all of the works undertaken within the school site prior to transfer to the Council are fully considered so as not to prejudice the construction and operation of the school on the land thereafter and ensure to ensure compliance with Policy ENV27 of the Unitary Development Plan.

36. The reserved matters application shall be supported by a public art strategy and the details shall include a feature or features of public art integrated within the development which shall be specifically commissioned for the site.

Reason:

To ensure that public art is provided as integral part of the development in accordance with the Public Art Supplementary Planning Guidance.

37. The first reserved matters application shall include details of fencing and any associated noise attenuation along the boundary of the site which abuts the residential cartilage of No. 48 Porthkerry Road, Rhoose.

Reason:

In order to ensure that amenities of the residential occupiers are protected and to ensure to ensure compliance with Policy ENV27 of the Unitary Development Plan.

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 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 Strategic Policies 1, 2, 3, 8, 11 and 14 and Policies HOUS 1 - Residential Allocations, HOUS 2 - Additional Residential Development, HOUS 8 - Residential Development Criteria – Policy HOUS 2 Settlements, HOUS12 – Affordable Housing, ENV6 - East Vale Coast, ENV7 – Water Resources, ENV11 Protection of Landscape Features, ENV16 – Protected Species, ENV17 – Protection of the Built and Historic Environment, ENV20 – Development in Conservation Areas, ENV 24 - Conservation and Enhancement of Open Space, ENV 27 - Design of New Developments, ENV29 - Protection of Environmental Quality, TRAN 9 - Cycling Development, REC 3 - Provision of Open Space within New Residential Developments, REC 6 - Children’s Playing Facilities, REC 7 - Sport And Leisure Facilities and REC 12 - Public Rights of Way and Recreation Routes of the Vale of Glamorgan Adopted Unitary Development Plan 1996-2011; and the Land To The North Of The Railway Line Rhose – Approved Development Brief August 2007 and Supplementary Planning Guidance on Affordable Housing (Partly superseded by the Vale of Glamorgan Housing Delivery Statement 2009), Amenity Standards, Design in the Landscape, Model Design Guide for Wales, Planning Obligations, Public Art, Sustainable Development –A developers Guide, Trees and Development, Biodiversity and Development, Rhose Conservation Area Appraisal and Management Plan (CCAAMP), National guidance contained in Planning Policy Wales 7th Edition (2014) and Technical Advice Notes 5-Nature Conservation and Planning, 11- Noise, 12-Design, 15-Development and Flood Risk, 16-Sport, Recreation and Open Space, 18-Transport and Manual for Streets, it is considered that the proposed outline application is acceptable in terms of the principle of the development, visual/landscape impact, density, sustainability, access and traffic issues, noise, drainage and flood risk, impact on residential amenity, public safety, ecology and archaeology.

NOTE:

1. **The applicants are reminded of the requirement for compliance in full with the conditions imposed upon the outline planning permission.**
2. **Please note that a legal agreement / planning obligation has been entered into in respect of the site referred to in this planning consent. Should you require clarification of any particular aspect of the legal agreement/planning obligation please do not hesitate to contact the Local Planning Authority.**
3. **It is an offence under the Wildlife and Countryside Act 1981 to take, damage or destroy the nest of any wild bird. Therefore, it is advised that the felling of any trees in association with the residential development hereby approved shall only be undertaken outside the nesting season, which is generally recognised as being from March to August inclusive.**

4. **Where any species listed under Schedules 2 or 4 of the Conservation of Habitats and Species Regulations 2010 (as amended) is present on the site, or other identified area, in respect of which this permission is hereby granted, no works of site clearance, demolition or construction shall take place, unless a licence to disturb any such species has been granted by Natural Resources Wales in accordance with the aforementioned Regulations.**

5. The attention of the applicant is brought to the fact that a public right of way is affected by the proposal. The grant of planning permission does not entitle one to obstruct, stop or divert a public right of way. Development, in so far as it affects a right of way, must not be commenced until the necessary legal procedures have been completed and confirmed for the diversion or extinguishment of the right of way.
6. The preferred proposal may require a new outfall to sea which will require the approval of the Council as Coast Protection Authority. The developer should consider the effect of the outfall and the proposed discharge of surface water run-off to the sea on the coastal erosion process and submit appropriate details to the Operational Manager Highways and Engineering for consideration and approval.
7. The proposed development site is crossed by a rising main. No development will be permitted within the safety zone which is measured either side of the centre line. For details of the safety zone please contact Dwr Cymru / Welsh Water's Network Development Consultants on 0800 9172652.
8. The proposed development site is crossed by a trunk / distribution water main. Under the Water Industry Act 1991 Dwr Cymru / Welsh Water has rights of access to its apparatus at all times. It may be possible for this watermain to be diverted under Section 185 of the Water Industry Act 1991, the cost of which will be re-charged to the developer.

The developer should contact the New Connections Department, Players Industrial Estate, Clydach, Swansea, SA6 5BQ. Telephone 0800 9172652 for further information on this matter.'

9. This consent does not convey any authorisation that may be required to gain access onto/under land not within your ownership or control.

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.

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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.

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

Director of Development Services

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

SECOND SCHEDULE

The Owner and Developer's Covenants with the Council

1. EDUCATION

- 1.1 To pay to the Council 10% of the Education Contribution upon the Commencement of the Development, and to pay the balance of the Education Contribution upon the Occupation of the One Hundredth (100th) Dwelling.
- 1.2 The first reserved matters application made by the Developer and/or Owner pursuant to the Planning Permission shall include a delineated boundary for the School Site and highway frontage for the School Site but for the avoidance of doubt the Council shall be responsible for obtaining full planning permission or reserved matters approval for the school to be constructed on the School Site and for designing and building the school.
- 1.3 Within 12 months of the commencement of construction of the first Dwelling the Developer and the Owner shall transfer to the Council and the Council shall accept from the Owner a transfer of the School Site, at nil cost to the Council (the Developer will bear the proper and reasonable legal costs of the Council associated with the transfer of the School Site), in accordance with the Fifth Schedule. The School Site shall be transferred in a seeded condition, enclosed with an appropriate boundary treatment (to be agreed by the Council acting reasonably), with safe highway access in place and with sub-surface drainage in place which the Council may adopt, provided that the completed sub-surface drainage scheme has first been approved in writing by Dŵr Cymru Welsh Water and/or the Council.
- 1.4 No more than 50 Dwellings shall be occupied before the School Site has been transferred to the Council in accordance with paragraph 1.3 above.
- 1.5 For the avoidance of doubt the Developer shall have no responsibility for maintenance or management and shall not incur any cost whatsoever in relation to the School Site following the transfer in accordance with paragraph 1.3 above, unless damage is caused to the School Site or its boundary by the Developer or contractors or agents acting on its behalf whereupon the Developer will make good any such damage (the cost of which will be borne by the Developer) caused to the reasonable satisfaction of the Council and will indemnify the Council against any costs or liabilities properly incurred by the Council as a result of such damage.

2. PUBLIC OPEN SPACE

- 2.1 Prior to the Commencement of Development to submit to the Council for its approval details of a fully costed Public Open Space Scheme to provide the Public Open Space Land on the Site including a schedule for its implementation and future maintenance (such approval not to be unreasonably withheld or delayed).
- 2.2 The scheme approved pursuant to paragraph 2.1 above shall be implemented in accordance with the approved details and in any event no later than the Substantial Completion of the Development and thereafter shall be maintained to adoptable standards for at least 20 years after implementation unless the Public Open Space Land is transferred to the Council pursuant to paragraph 2.3 below in which case paragraph 2.4 shall apply.
- 2.3 If the Owner and the Council so agree, the Public Open Space Land shall be transferred to the Council for the sum of £1 in accordance with the Fifth Schedule.

- 2.4 In the event that the Public Open Space Land is transferred to the Council pursuant to paragraph 2.3 to pay to the Council as a one-off payment the Open Space Maintenance Contribution to the Council for the future maintenance of the Public Open Space Land for a 20 year period.

3 COMMUNITY FACILITIES

To pay to the Council the Community Facilities Contribution upon the Occupation of the One Hundred and Fiftieth (150th) Dwelling.

4 PUBLIC ART

- 4.1 On or before Commencement of Development, to submit a schedule of Build Costs to the Council in order to calculate the value of the Public Art Contribution and submit to the Council for its approval details of costed schemes (to the value of the Public Art Contribution) for the provision of Public Art on the Site including a schedule for its implementation.
- 4.2 The scheme approved pursuant to paragraph 4.1 above shall be implemented by the Developer in accordance with the approved details and in any event no later than 12 months following Substantial Completion of the Development.

5 SUSTAINABLE TRANSPORT

To pay to the Council 20% of the Sustainable Transport Contribution upon Commencement of Development, to pay a further 40% of the Sustainable Transport Contribution upon the Occupation of the fiftieth (50th) Dwelling and the balance of the Sustainable Transport Contribution upon occupation of the One Hundred and Fiftieth (150th) Dwelling.

6 OFFSITE HIGHWAYS

- 6.1 On or before the Commencement of Development the Owner and Developer shall pay the Off-Site Highway Works Contribution to the Council.
- 6.2 Prior to beneficial occupation of the first Dwelling the Owner and Developer shall pay the Top-up Off-Site Highway Works Contribution to the Council unless the Adjacent Site Development has commenced development as defined by section 56(4) of the Act and the Adjacent Off-site Highway Works Contribution has been received by the Council subject to paragraph 6.5 of this Schedule.
- 6.3 The Council shall notify the Developer in writing within 10 working days of receipt of a written request from the Developer for confirmation of receipt of the first payment of the Adjacent Off-site Highway Works Contribution.
- 6.4 The Council shall use all reasonable endeavours to secure the payment of the Adjacent Off-site Highway Works Contribution and only once the Council has demonstrated to the reasonable satisfaction of the Developer that it has used all reasonable endeavours shall the Developer pay the Top-up Off-Site Highway Works Contribution.
- 6.5 In the event that the Council receives the first instalment of the Adjacent Off-site Highway Works Contribution after the Developer has paid the Off-Site Highway Works Contribution but before the Developer has paid the Top-up Off-site Highway Works Contribution, to the extent that the Top-up Off-site Highway Works Contribution becomes payable in accordance with paragraphs 6.2 to 6.4 of this Schedule, the Council agree that the Top-up Off-site Highway Works Contribution shall be

reduced by the greater of 20% of the Adjacent Off-site Highway Works Contribution or £28,000 (twenty eight thousand pounds).

7 DRAINAGE

- 7.1 To enter an agreement pursuant to section 111 of the Local Government Act 1972 (or such other relevant legislation as the parties shall reasonably agree) to ensure appropriate provisions for the future maintenance of all drainage to be provided within the Site.
- 7.2 Save that the agreement in paragraph 7.1 above shall not be entered into where the Developer and the Council acting reasonably agree alternative arrangements for the maintenance of drainage to be provided within the Site (under conditions 22, 24 and 27 of the Planning Permission).

THIRD SCHEDULE

Affordable Housing Covenants

PART 1

1.1 To construct or procure the construction of the Affordable Housing Units:

- (a) in accordance with the Planning Permission;
- (b) in the case of the Social Rented Housing Units to a standard which satisfies the Welsh Housing Quality Standards and Lifetimes Homes Standard or such other mandatory standards as are set by Welsh Government at the time of construction;

and use all reasonable endeavours to transfer the Affordable Housing Units to a RSL.

1.2 To procure that, from the date of Practical Completion of each Affordable Housing Unit it shall not be used other than for Affordable Housing and the Transfer of each Affordable Housing Unit in accordance with the provisions at Paragraphs 1.3 to 1.9 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 PROVIDED THAT the covenants affecting the Affordable Housing Units under the foregoing provisions of this Paragraph 1.2 shall not:

(a) from the date of completion of the relevant transaction:-

- (i) apply to any Affordable Housing Units which an RSL or the Council shall be required to dispose of pursuant to a right to acquire under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any substitute right applicable or shall be required to sell to a tenant with the benefit of a voluntary purchaser grant provided under Sections 20 and 21 of the Housing Act 1996 (or any similar provision in any subsequent legislation);
- (ii) apply to any Affordable Housing Unit demised by way of a shared ownership lease where the Shared Ownership Lessee or any assignee of such lease has staircased his interest in that unit such that he acquires one hundred per cent (100%) of the equity in that unit and either takes a transfer of the freehold reversion or directs that the freehold reversion is transferred to a third party or (in the case of a flat) acquires a one hundred per cent (100%) equity share in the lease of the flat and takes a new non-Affordable Housing lease of the flat or retains the existing lease;
- (iii) until the date of resale referred to below apply to any Affordable Housing Unit demised by way of a shared ownership lease where the lessee wanting to transfer his shared ownership interest has complied with the nomination provisions (if any) of such lease and has first offered to sell his shared ownership interest to a nominee of the RSL but the RSL has been unable or unwilling to provide a nominee within the time period specified in such lease or such nominee has not exchanged contracts to acquire or not acquired the lessee's interest within the time period specified within such lease PROVIDED THAT when the same Affordable Housing Unit next becomes available for re-sale the covenants in this Paragraph 1.2 shall again apply and the Council shall be entitled to

exercise its nomination rights in respect of the same pursuant to the relevant nomination agreement;

- (c) be binding on any Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duty

1.3 No more than 50% of the Market Housing Units shall be Occupied until the Affordable Housing Units have been Transferred to the RSL or constructed by the Owner and the Owner has:

- (a) the Owner has served a Sale Notice on an RSL and offered to sell the Affordable Housing Units to the RSL pursuant to the provisions of this Agreement; and
- (b) the Owner has served a copy of the Sale Notice on the Council's Head of Housing at The Alps, Alps Quarry Road, Wenvoe, Vale of Glamorgan CF5 6AA

for the avoidance of doubt the Developer shall not be obliged to sell the Affordable Housing Units to the RSL at a price lower than that set out in the ACG figures.

1.4 The RSL may accept the offer referred to in paragraph 1.3 above by signing and returning a copy of the Sale Notice to the person who served it upon them within the Notice Period.

1.5 To use reasonable endeavours to ensure that the Transfer of the Affordable Housing Units to the RSL shall be completed upon the terms set out in this Third Schedule within three months of the date of the relevant Sale Notice or if later within 10 working days after Practical Completion of such Affordable Housing Units.

1.6 If having accepted the offer in accordance with 1.4 an RSL is unable to complete its purchase within the period set out in paragraph 1.5 or in the event that an RSL does not accept the offer referred to in paragraph 1.3 above, then the Owner shall serve written notice on the Council within one month of the end of the period referred to in Paragraph 1.5 giving the Council three months within which to complete the purchase of the Affordable Housing Units itself or procure the purchase of it by an RSL.

1.7 If the Council or an RSL fails to complete the purchase within the three month period set out in paragraph 1.5 then each relevant 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 days of the completion of the sale of each relevant Affordable Housing Unit on the open market.

1.8 On completion of the transfer or lease of each Affordable Housing Unit to procure that an NHBC (or other new homes warranty provider that is approved by the Council of Mortgage Lenders) certificate is issued to the purchaser.

1.9 Except where paragraph 1.7 applies, the party disposing of any Affordable Housing Unit shall procure that the Affordable Housing 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 the Affordable Housing Unit;
- (c) a covenant to construct drains and sewers to serve the Affordable Housing Unit;
- (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 Unit all such services to be connected to the mains; and
- (e) such other rights or covenants as may reasonably be required to be provided that such rights or covenants are (unless necessary for the proper development of the Site) no more onerous than the covenants imposed by the transfers of the Market Housing.

PART 2

Chargee's Duty

1.10 The Chargee prior to seeking to dispose of any Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge shall give not less than 2 months prior notice in writing to the Council of its intention to dispose and:

- (a) In the event that the Council responds within 2 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer.
- (b) If the Council or any other person cannot within 2 months of the date of service of its response under paragraph 1.10 (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 Unit(s) as Market Housing Units for Market Housing free of the restrictions set out in Part 1 of this Third Schedule and the Chargee shall Provide That if there are sufficient sums remaining from the proceeds of sale following the redemption of the legal charge plus interest accrued and all associated fees then the Chargee shall pay to the Council the Affordable Housing Contribution in respect of each Affordable Housing Unit(s) being the subject of any Disposal by the Chargee and in the event that there are insufficient funds remaining from the proceeds of sale as aforesaid to pay the full amount of the Affordable Housing Contribution due the Chargee shall pay to the Council the balance of the proceeds of sale remaining following the redemption of the legal charge amount plus interest together with all associated fees

PROVIDED THAT at all times the rights and obligations in this clause 1.10 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.

FOURTH SCHEDULE

The Council's Covenants

1. The Council hereby covenants with the Owner and the Developer to use all sums received from the Owner or the Developer under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.
2. The Council covenants with the Owner and the Developer, that it will pay to the payee, such amount of any payment made to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within five years (or ten years in respect of the Affordable Housing Contribution or 20 years in respect of the Open Space Maintenance Contribution) of the date of receipt by the Council of such payment together with any Interest accrued thereon for the period from the date of payment to the date of refund such repayment to be made within 10 working days of a written request for repayment being made by the Owner or Developer or their respective successor or the payee to the Council.
3. The Council shall not submit any planning application for the primary and nursery school (not being for special educational needs in the first instance at least) on the School Site without having first provided a copy of the planning application to the Developer at least 15 working days before submission of the planning application and having taken into account the reasonable comments of the Developer on the proposed application.
4. If the Developer shall fail to provide any comments within 15 working days of the planning application having been provided to them then the Council shall be entitled to submit the planning application without having received any such comments on the application.
5. Any material amendment or variation to the planning application shall follow the same procedure set out in paragraphs 3 and 4 to this Fourth Schedule.
6. The Council shall accept from the Owner a transfer of the School Site when the Owner becomes obliged to transfer the School Site to the Council in accordance with paragraph 1.3 of the Second Schedule.
7. The Council covenants within 5 years of the date of the transfer referred to in paragraph 1.3 of the Second Schedule to have secured planning permission for a primary and nursery school on the School Site and thereafter complete construction of the school within 5 years of obtaining planning permission.
8. In the event that it is not possible for the Council following best endeavours to develop School Site for use as a school, the School Site shall be used as public open space to serve the development and maintained as such by the Council unless otherwise agreed in writing by the Council and the Developer and the Owner.
9. The Council shall upon written request from the Developer provide to the Developer a written summary of the steps it has taken towards delivering a school until such time as the school has been delivered and is accepting pupils or it is agreed that the School Site is to be used as public open space in accordance with paragraph 8 above.
10. In the event that the Council receives all or any of the Adjacent Off-site Highway Works Contribution after the Developer has paid the Top-up Off-site Highway Works Contribution to the Council the Council shall refund to the Developer that part of the Top-up Off-site Highway Works Contribution equal to the sum received by the Council pursuant to the Adjacent Off-site Highway Works Contribution.

FIFTH SCHEDULE

Transfer of land

PART 1

GENERAL PROVISIONS

1. Agreement for sale

1.1 This Schedule applies in respect of transfers of land made under section 111 Local Government Act 1972 or any other relevant statutory powers under which this Agreement is made but does not apply in respect of transfers made under section 106 of the Act.

1.2 The price payable for the property will be one pound.

1.3 No deposit will be payable.

1.4 The property will be sold with vacant possession on completion.

1.5 Part 1 of the Standard Commercial Property Conditions (Second Edition) will apply to the sale of the property so far as they are applicable and are consistent with the express terms of this Agreement and:

1.5.1 conditions 2.2, 2.3, 3.3, 4 and 5 and 6.4.2 will not apply;

1.5.2 in condition 1.3 all references to the service of notices by e-mail will be deemed to have been deleted;

1.5.3 condition 1.4.1 reads "An obligation to pay money includes an obligation to pay any value added tax chargeable in respect of that payment.";

1.5.4 the property will be sold subject to and with the benefit of:

1.5.4.1 the title matters set out in Part 2 of this Schedule;

1.5.4.2 any unregistered interest that overrides the disposition effected pursuant to this Agreement under section 11(4)(c) or Schedules 1, 3 or 12 Land Registration Act 2002;

1.5.4.3 all public or private rights of way and other rights, easements or quasi-easements and wayleaves affecting the School Site or the Public Open Space Land (as the case may be) or any part of them, but without any liability on the Owner or the Developer to define them; and

1.5.4.4 all liability to repair and maintain roads, paths, conduits, fences and other like matters within the property being transferred or to contribute to the cost of their repair and maintenance, but without any liability on the Owner or the Developer to provide evidence of or to apportion liability

in addition to the matters contained or referred to in Condition 3.1.2; and

1.5.5 title to the property has been deduced in accordance with Condition 6.

1.6 The transfer of the property will be made with full title guarantee.

The transfer of the property will contain:

- 1.7.1 the grant to the transferee for the benefit of the property transferred of easements and rights in relation to vehicular and pedestrian access, drainage and services over other parts of the Site so far as may be reasonably necessary with such ancillary rights as may be necessary for the purpose of inspection, maintenance, repair, cleaning and renewal of any sewers or service systems over which rights are granted by the transfer provided that:
- 1.7.1.1 the routes over which the rights are exercised may be altered at any time by the Owner so long as any alternative route is not materially less convenient than which it replaces and provided that the Owner gives to the transferee reasonable advance notice in writing of such alteration;
- 1.7.1.2 the benefit of these rights is subject to the transferee paying to the Owner and its successors to the other parts of the Site a fair and proper proportion according to use of the costs of repairing, maintaining, replacing, renewing, cleaning and lighting the said access, drainage and services in respect of which the rights are granted and the use of which are shared or all such costs so incurred in relation to any of the said access, drainage and services which serve only the School Site or the Public Open Space Land (as the case may be) (until the same are adopted as maintainable at public expense);
- 1.7.1.3 the person(s) exercising any such rights of entry for the transferee onto the other parts of the Site for the purpose of inspection, maintenance, repair and renewal of any sewers or service systems:
- (a) only doing so at reasonable times (save in case of emergency) and upon giving to the Owner reasonable prior written notice (save in case of emergency),
- (b) causing as little damage as is reasonably practicable to the other parts of the Site and any person or property upon such parts;
- (c) making good as soon as is reasonably practicable to the Owner's reasonable satisfaction any such damage caused; and
- (d) complying or procuring compliance with any regulations made by the Owner and/or the Developer from time to time in respect of security, health and safety and management of the Site and its development; and
- 1.7.1.4 the transferee covenants not to overload any drainage or service media through which rights are granted by the transfer.
- 1.7.2 the grant of a right of support to the School Site or the Public Open Space Land (as the case may be) and any part of them from the other parts of the Site;
- 1.7.3 an exception and reservation for the benefit of the remaining parts of the Site of equivalent easements and rights over the property as those referred to in **paragraph 1.7.1** (mutatis mutandis) so far as may be reasonably necessary together with:

- 1.7.3.1 the right to build new buildings upon and to rebuild, extend, alter or carry out any other works to any buildings from time to time on the remaining parts of the Site and by so doing to restrict or interrupt the passage of light and air to any buildings from time to time on the School Site or the Public Open Space Land (as the case may be) or any part of them; and
- 1.7.3.2 the right of uninterrupted and unimpeded access of light and air over the School Site or the Public Open Space Land (as the case may be) or any part of them to any buildings from time to time on the remaining parts of the Site.
- 1.7.4 a restrictive covenant on the part of the transferee framed so as to bind the property transferred and to benefit and protect the remainder of the Site that:
 - 1.7.4.1 the property transferred or any part of it will not at any time be used otherwise than as a primary and nursery school for educational and ancillary purposes (not being a school for special educational needs when first constructed and put to use) and in the event that a primary and nursery school cannot be delivered (as referred to in paragraph 8 of the Fourth Schedule of this Deed) as public open space (in respect of the School Site) or as public open space (in respect of the Public Open Space Land) (as the case may be) without the prior written consent of the Owner and the Developer, such consent not to be unreasonably withheld or delayed; and
 - 1.7.4.2 the property transferred or any part of it will not be used for any noisy, noxious or offensive trade or business or for any purpose which may become a nuisance or damage to the Owner or the Developer or other owners or occupiers for the time being of the remaining parts of the Site or any part of it provided that for the avoidance of doubt the use of the School Site as a primary and nursery school for educational and ancillary purposes (not being a school for special educational needs when first constructed and put to use) or (in the event that a primary and nursery school cannot be delivered as referred to in paragraph 8 of the Fourth Schedule of this Deed) as public open space or the use of the Public Open Space Land as public open space (as the case may be) will not be a breach of this covenant; and
 - 1.7.4.3 the transferee will not discharge into any sewers or service systems over which rights are granted or reserved by the transfer anything which would be harmful or corrosive or which would cause any obstruction of them or allow or permit any waste or hazardous materials (including materials which alone or in combination with others may cause harm to human health or the environment) to be deposited on or to escape from the School Site or the Public Open Space Land (as the case may be) or any part of them.
- 1.7.5 a covenant on the part of the transferee that the transferee will, as landowner, enter into and procure that any person with a proprietary interest in the School Site or the Public Open Space Land (as the case may be) or any part of them (including (without limitation) any lessee or mortgagee of the same) enters into any section 104 or section 38 or other

statutory agreements as may be required to facilitate the development of the remainder of the Site subject to the prior approval of those agreements by the transferee (which approval shall not be unreasonably withheld or delayed and which shall be deemed to have been given if no written response containing reasonable grounds for withholding consent has been given by the transferee to the Owner and the Developer within 20 working days of the transferee receiving the application from the Owner or the Developer and provided further that if the transferee fails to provide the Owner or the Developer with any such statutory agreement that has been approved or deemed to have been approved by the transferee under this provision and duly executed by the transferee within 15 working days of being requested by the Owner or the Developer to do so, then the transferee will thereafter be deemed to have appointed the Owner as its attorney (with full powers of substitution) to execute that statutory agreement in the name and on behalf of the transferee) and the transferee having no financial or other onerous obligations imposed on it (save that, to the extent that a financial obligation is imposed upon the transferee by such agreement, then the transferee shall enter into such agreement where Owner or the Developer agrees to indemnify the transferee against the same); and

1.7.6 a covenant on the part of the transferee that the transferee will not transfer or let or charge the School Site or the Public Open Space Land (as the case may be) or any part of them without procuring that the transferee, the lessee or the chargee (as the case may be) enters into a direct deed of covenant with the Owner and the Developer in a form approved by the Owner and the Developer (such approval not to be unreasonably withheld) on or before completion of such transfer or lease or charge covenanting to comply with the covenants described in paragraphs 1.7.5 and 1.7.6 of this Part of this Schedule.

1.7.7 a covenant on the part of the transferee to immediately enter a restriction on title against its title to the School Site or the Public Open Space Land (as the case may be) in the following standard form:

"No transfer or lease or charge of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of the corresponding provision to paragraph 1.7.6 of this Part of this Schedule of the Agreement] of the Transfer dated [] made between (1) the Owner and (2) the Council have been complied with.

1.8 Upon completion of the transfer of the School Site, the Owner, the Developer and the Council each agree to co-operate with each other and to act in the utmost good faith towards each other in connection with the development of the Site generally and shall as soon as is reasonably practicable thereafter agree and enter into an agreement in a form to be agreed between the Owner, the Developer and the Council (each acting reasonably) in respect of the concurrent development of the School Site and the remainder of the Site.

PART 2

TITLE MATTERS

1. Register entries

The matters contained or referred to in the Property and Charges Registers of the Title Numbers CYM553938 as at 20 January 2015 at 11:59:05, CYM134617 as at 20 January 2015 at 11:53:41, CYM535535 as at 20 January 2015 at 11:57:10, WA301473 as at 20 January 2015 at and WA249774 as at 20 January 2015 at 11:51:48 in so far as the same are still subsisting and affect the School Site or the Public Open Space Land (as the case may be) or any part of them and are

capable of being enforced and/or enjoyed. A copy of the register entries referred to in this **paragraph 1** have been provided to the Council.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

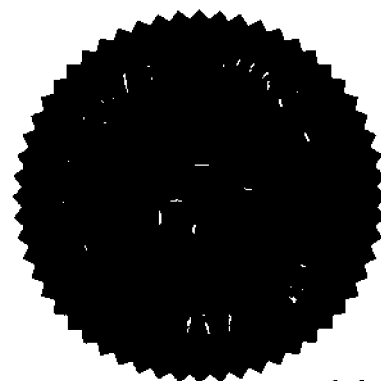
Executed as a DEED on behalf of the
VALE OF GLAMORGAN COUNCIL

By the affixing of its seal in the presence of



~~Head of Legal Services/Operational Manager Legal Services~~

DM



15654
(5 g6)



SIGNED as a DEED by
SOUTH WALES LAND DEVELOPMENTS LIMITED

in the presence of



Witness

Name



Address

Hugh Jones Solicitors
Hodge House
114-116 St Mary Street
Cardiff
CF10 1DY

Occupation



Executed as a DEED by

TAYLOR WIMPEY UK LIMITED

acting by its attorneys in the presence of:

Signature of witness.

Name in capitals

Address

ANNEX 1

Masterplan Drawing no. 0508-1003 B

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

Executed as a DEED on behalf of the

VALE OF GLAMORGAN COUNCIL

By the affixing of its seal in the presence of



External Manager Legal Services

DM



15654
(2 of 6)

SIGNED as a DEED by

SOUTH WALES LAND DEVELOPMENTS LIMITED

in the presence of:

Witness

Name

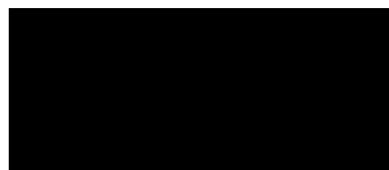
Address

Occupation

Executed as a DEED by

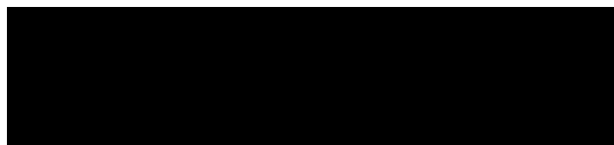
TAYLOR WIMPEY UK LIMITED

acting by its attorneys in the presence of



DIANA COMMISSION

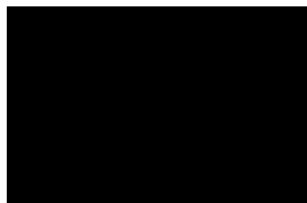
Signature of witness:



Name: Karen Hood

Address: 600 Park Avenue, Aztec West
Almondsbury, Bristol BS32 4SD

Occupation: Legal Secretary



JAMES BALL