


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

relating to the development of land to the rear of
Tesco Store, Mariner's Way, Rhoose, Vale of
Glamorgan

Dated : 1st 

2015

Vale of Glamorgan Council (1)

Stephen William Robinson (2)

Hafod Housing Association Limited (3)

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DATE

1st May

2015

PARTIES

- (1) **Vale of Glamorgan Council** of Civic Offices, Holton Road, Barry CF63 4RU ("the Council"); and
- (2) **Stephen William Robinson** of 20 Fontygary Road, Rhoose, Barry, Vale of Glamorgan CF62 3DS ("the Owner"); and
- (3) **Hafod Housing Association Limited** a Charitable Industrial and Provident Society Number 28830R whose registered office address is at St Hilary Court, Copthorne Way, Cardiff CF5 6ES ("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 at H M Land Registry with title number CYM36403.
- 3 The Owner has entered into a conditional sale contract dated 16 May 2014 with the Developer
- 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.
- 5 The Council resolved on 1st October 2014 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

- | | |
|----------------------|--|
| "Act" | 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 Deed in the sum of Five Hundred and Twenty Eight Pounds (£528) |
| "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, 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 Units"

means those Dwellings to be built and thereafter occupied as Affordable Housing comprising 100% of the total number of Dwellings to be built on the Site pursuant to the Planning Permission which shall all be Social Rented Housing;

"Affordable Rent"

means (in cases where the relevant landlord is not a Local Authority) a rent payable for a Social Rented Housing unit which is equal to or less than the benchmark rent levels for the Vale of Glamorgan area as determined 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.

"Application"

means the application for full planning permission registered by the Council on 14 August 2014 submitted to the Council for the Development and allocated reference number 2014/00956/FUL

"Chargee"

means any mortgagee or chargee of the Owner or the Developer 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 1.5. 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 begins to be 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, 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.

"Development Quality Requirements"

means the Development Quality Requirements produced by the Welsh Government current at the time of construction of the Social Rented Housing units.

"Development"	means the development of the Site for six flats and two houses with associated parking and amenity areas and associated works as set out in the Application
"Dwelling"	means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission
"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 8 or failing agreement on such nomination, the Expert shall be nominated by the President for the time being of the Law Society or the President of RICS if the subject matter of the dispute is more appropriately dealt with by a surveyor rather than a lawyer.
"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.
"Key Events"	means Commencement of Development, and the date of the first Occupation of any new building constructed pursuant to the Planning Permission.
"Market Housing Units"	means general market housing for sale in the open market in accordance with the provisions of the Third Schedule
"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.
"Plan"	means the plan attached to this Deed
"Planning Permission"	means the full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Second 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, LABC (or like Regulatory Body) so as to enable immediate occupation.
"Public Open Space"	means land laid out as public garden, or used for the purpose of public recreation, or open space of public value

	including land or areas of water which offer opportunities for sport, recreation and tourism and children's playgrounds
"Public Open Space Contribution"	means the sum of eight thousand pounds (£8,000) to be paid to the Council to contribute towards the enhancement of Public Open Space in the vicinity of the Site
"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 Council (such approval not to be unreasonably withheld or delayed) and is zoned by the Welsh Government to develop in the Vale of Glamorgan
"Site"	means the land against which this Deed may be enforced as shown edged red on the Plan.
"Social Rented Housing"	means Affordable Housing provided by a local authority or RSL where rent levels have regard to Affordable Rents.
"Transfer"	a transfer or agreement to transfer the freehold interest (or the grant of a long leasehold interest being an interest in excess of 98 years) executed by the Developer and unconditionally released for completion 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, ppendix, 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 interchangeably 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 create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the relevant covenanting party.
- 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 and 7-16 which shall come into effect immediately upon completion of this Deed.
- 5 THE DEVELOPER'S COVENANTS**
- 5.1 The Developer covenants with the Council as set out in the 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 MISCELLANEOUS**
- 7.1 The Developer shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed of no more than £400 plus vat together with the Administration Fee.
- 7.2 Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 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.
- 7.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.6 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.

- 7.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest for which it shall continue to be liable.
- 7.8 The parties agree with one another to act reasonably and in good faith in the fulfilment of the objectives of this Deed.
- 7.9 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. DISPUTES

- 8.1 Where the Owner or 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
- 8.2 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 8 on the reference of any of the parties to the dispute, disagreement or difference
- 8.3 The dispute, disagreement or difference shall be referred to the decision of an Expert.
- 8.4 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.
- 8.5 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.
- 8.6 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

9 NOTICES

9.1 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 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.

9.2 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 Head of Planning and Transportation (facsimile number: 01446 704847)
- b. for the Owner: 20 Fontygary Road, Rhose, Barry, Vale of Glamorgan CF62 3DS
- c. for the Developer: marked for the attention of Dafydd Cantwell at St Hilary Court, Copthorne Way, Cardiff CF5 6ES

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

9.3 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 9.2(a), 9.2(b) or 9.2(c) above the parties shall notify each other in writing giving details of the replacement individual(s).

9.4 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.

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

10 WAIVER

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

11 CHANGE IN OWNERSHIP

The Owner and the Developer agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and

registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

12 INDEXATION

Any sum referred to in Schedules 3 and 4 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.

13 INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

14 VAT

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

15 JURISDICTION

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

16 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

FIRST SCHEDULE

Details of the Owner's Title, and description of the Site

The Owner is the registered proprietor of the freehold title to the Site which comprises the land registered with HM Land Registry at the date hereof under title number CYM36403 and as shown edged red on the Plan

SECOND SCHEDULE
Form of notices of planning permissions

2014/00956/FUL

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

FULL PLANNING PERMISSION

Agent:
Arden Kitt Associates Limited
31 Brynau Road
Caerphilly
CF83 1PF

Applicant:
Hafod Housing Association
St Hilary Court
Copthorne Way
Culverhouse Cross
CARDIFF
CF5 6ES

Proposed development of six flats and two houses, with associated parking and amenity space at Site to rear of Tesco Store, Mariner's Way Rhoose

The Council in pursuance of its powers under the above mentioned Act and Order hereby **GRANTS PERMISSION** for the carrying out of the proposed development as described above and in accordance with the application and plans registered by the Council on 14 August 2014 subject to the following condition(s):

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

Reason:

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

2. Prior to their use in the construction of the development hereby approved, a schedule of the proposed materials to be used (including all hard surfaced areas), including samples, shall be submitted to and approved in writing by the Local Planning Authority and the development shall thereafter be carried out in accordance with the approved details.

Reason:

To ensure a satisfactory standard of development and to ensure compliance with Policy ENV27 of the Unitary Development Plan

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3. This consent shall relate to the plans registered on 14 August 2014 other than where amended by plans reference AL.00.101 H and AL.00.202. F received on 24 September 2014.

Reason:

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

4. Prior to the commencement of development, details of the finished levels of the site and buildings in relation to existing ground levels 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 visual amenities and amenity of neighbouring properties are safeguarded, and to ensure the development accords with Policy ENV27 of the Unitary Development Plan.

5. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (Amendment) (Wales) Order 2013 (or any Order revoking and re-enacting that Order with or without modification) the dwelling(s) hereby approved shall not be extended or altered in any way without the prior written consent of the Local Planning Authority.

Reason:

To enable the Local Planning Authority to control the scale of development and to ensure compliance with Policy ENV27 of the Unitary Development Plan.

6. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (Amendment) (Wales) Order 2013 and the Town and Country Planning (General Permitted Development) Order 1995, (or any Orders revoking or re-enacting those Orders with or without modification), no gates, fences, walls or other means of enclosure other than those approved under the terms of conditions of this application shall be erected, constructed or placed on the application site without the prior written consent of the Local Planning Authority.

Reason:

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

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7. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (Amendment) (Wales) Order 2013 (or any Order revoking and re-enacting that Order) no building, structure or enclosure required for a purpose incidental to the enjoyment of a dwelling-house shall be constructed, erected, or placed within the curtilage of the dwellings hereby approved without the prior written consent of the Local Planning Authority.

Reason:

To enable the Local Planning Authority to control the scale of development, and to ensure compliance with Policy ENV27 of the Unitary Development Plan.

8. All means of enclosure associated with the development hereby approved shall be in accordance with a scheme to be submitted to and agreed in writing by the Local Planning Authority prior to the commencement of development. The means of enclosure shall be implemented in accordance with the approved details prior to the development being put into beneficial use and maintained as such thereafter unless otherwise agreed by the Local Planning Authority.

Reason:

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

9. No removal of hedgerows, trees, bramble, shrubs, ivy and other climbing plants or works to, or demolition of buildings or structures that may be used by breeding birds shall take place between 1 March and 31 August inclusive unless a competent ecologist has undertaken a careful, detailed check of vegetation for active birds' nests immediately before the vegetation is cleared and provided written confirmation that no birds will be harmed and/or that there are appropriate measures in place to protect nesting birds interest on site. Any such written confirmation shall be submitted to the local planning authority.

Reason:

To maintain biodiversity and in the interests of protected species in accordance with Policy ENV16 of the Unitary Development Plan.

10. Prior to the commencement of any works on site (including clearance), a method statement for the site clearance and mitigation measures for reptiles shall be submitted to and approved in writing by the Local Planning Authority and the works shall thereafter be carried out in accordance with the approved details.

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Reason:

To maintain biodiversity and in the interests of protected species in accordance with Policy ENV16 of the Unitary Development Plan.

11. A landscaping scheme shall be submitted to and approved in writing by the Local Planning Authority prior to the beneficial occupation of the units which shall 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.

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

Reason:

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

13. Foul water and surface water discharges shall be drained separately from the site, with no surface water or land drainage run-off allowed to connect (either directly or indirectly) into the public sewerage system unless otherwise approved in writing by the Local Planning Authority.

Reason:

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.

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14. No Development shall take place until there has been submitted to, approved in writing by the Local Planning Authority a Construction Environmental Management Plan (CEMP). The CEMP shall include details of how noise, lighting, dust and other airborne pollutants, vibration, smoke, and odour from construction work will be controlled and mitigated. The CEMP will utilise the Considerate Constructors Scheme (www.considerateconstructorsscheme.org.uk). The CEMP will include a system for the management of complaints from local residents which will incorporate a reporting system. The construction of the Development shall be completed in accordance with the approved Plan unless otherwise agreed in writing with the Local Planning Authority.

Reason:

To ensure that the construction of the development is undertaken in a neighbourly manner and in the interests of the protection of amenity and the environment and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

15. The area of amenity space shown on the plans hereby approved shall be provided prior to the first beneficial occupation of any of the flats and shall be so retained at all times thereafter as a shared area of amenity space to serve all of the units.

Reason:

In order to ensure adequate amenity space is provided and to ensure compliance with Policy ENV 27 of the Unitary Development Plan.

16. If during construction / site clearance works, any thus far unencountered contamination is discovered during development, then the Local Planning Authority shall be notified as soon as is practicable, and an appropriate ground investigation and/or remediation strategy shall be undertaken and submitted to the Local Planning Authority for approval, prior to the occupation of any dwelling. On the completion of the ground investigations/remediation strategy a Completion/Validation Report, confirming the remediation has being carried out shall be submitted to the Local Planning Authority within 1 month of its completion.

Reason:

In order to ensure that risks from land contamination to the future users of the land and neighbouring land are minimised and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and to ensure compliance with Policies ENV7 and 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 Policies ENV27 – Design of New Developments, HOUS2 – Additional Residential Development, HOUS8 – Residential Development Criteria, HOUS11 – Residential Privacy and Space and TRAN10 - Parking of the Vale of Glamorgan Adopted Unitary Development Plan 1996-2011, the proposed development is considered acceptable in terms of its principle, parking, highway safety, residential amenity, design and amenity space provision.

NOTE:

- 1. 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.**
- 2. Dwr Cymru Welsh Water (DCWW) have advised that some public sewers and lateral drains may not be recorded on their maps of public sewers because they were originally privately owned and were transferred into public ownership by nature of the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. The presence of such assets may affect the proposal. You should therefore contact the DCWW Operations Contact Centre on 0800 085 3968 to establish the location and status of the sewer. Please note that under the Water Industry Act 1991 DCWW has rights of access to its apparatus at all times.**
- 3. Where any species listed under Schedules 2 or 5 of the Conservation of Habitats and Species Regulations 2010 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 the Welsh Assembly Government in accordance with the aforementioned Regulations.**

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

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

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

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.**

THIRD SCHEDULE

The Developer's Covenants with the Council

1. PUBLIC OPEN SPACE

- 1.1 To pay to the Council the Public Open Space Contribution within 30 days of Commencement of Development.

2 AFFORDABLE HOUSING COVENANTS

PART 1

- 1.1 To construct or procure the construction of the Affordable Housing Units
- 1.2 The Affordable Housing Units shall be constructed:
- (a) in accordance with the Planning Permission;
 - (b) to a standard which satisfies the Development Quality Requirements
- 1.3 TO procure that, from the date of Practical Completion of each Affordable Housing Unit it shall not be used other than as a Social Rented Housing Unit in perpetuity PROVIDED THAT this obligation shall not:
- (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 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) be binding on any Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duty
- 1.4 On Practical Completion of each Affordable Housing Unit procure that each unit has the benefit of:
- (a) a LABC Certificate (or other new homes warranty that is approved by the Council of Mortgage Lenders)
 - (a) a covenant to construct roads and footpaths to serve the Affordable Housing Units
 - (b) full and free rights of access both pedestrian and vehicular from the public highway to each Affordable Housing Unit.
 - (c) a covenant to construct drains and sewers to serve the Affordable Housing Units

- (d) full and free rights to the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the Affordable Housing Units all such services to be connected to the mains.
- (e) such other rights or covenants as may reasonably be required.

PART 2

Chargee's Duty

1.5 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 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 does not serve its response to the notice served under paragraph 1.5(a) within 2 months of receipt then the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) as Market Housing Units free of all of the obligations and restrictions set out in this Third Schedule which shall from the time of completion of the disposal cease to apply.
- (c) If the Council or any other person cannot within 2 months of the date of service of its response under paragraph 1.5 (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 this Schedule.

PROVIDED THAT at all times the rights and obligations in this clause 1.5 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

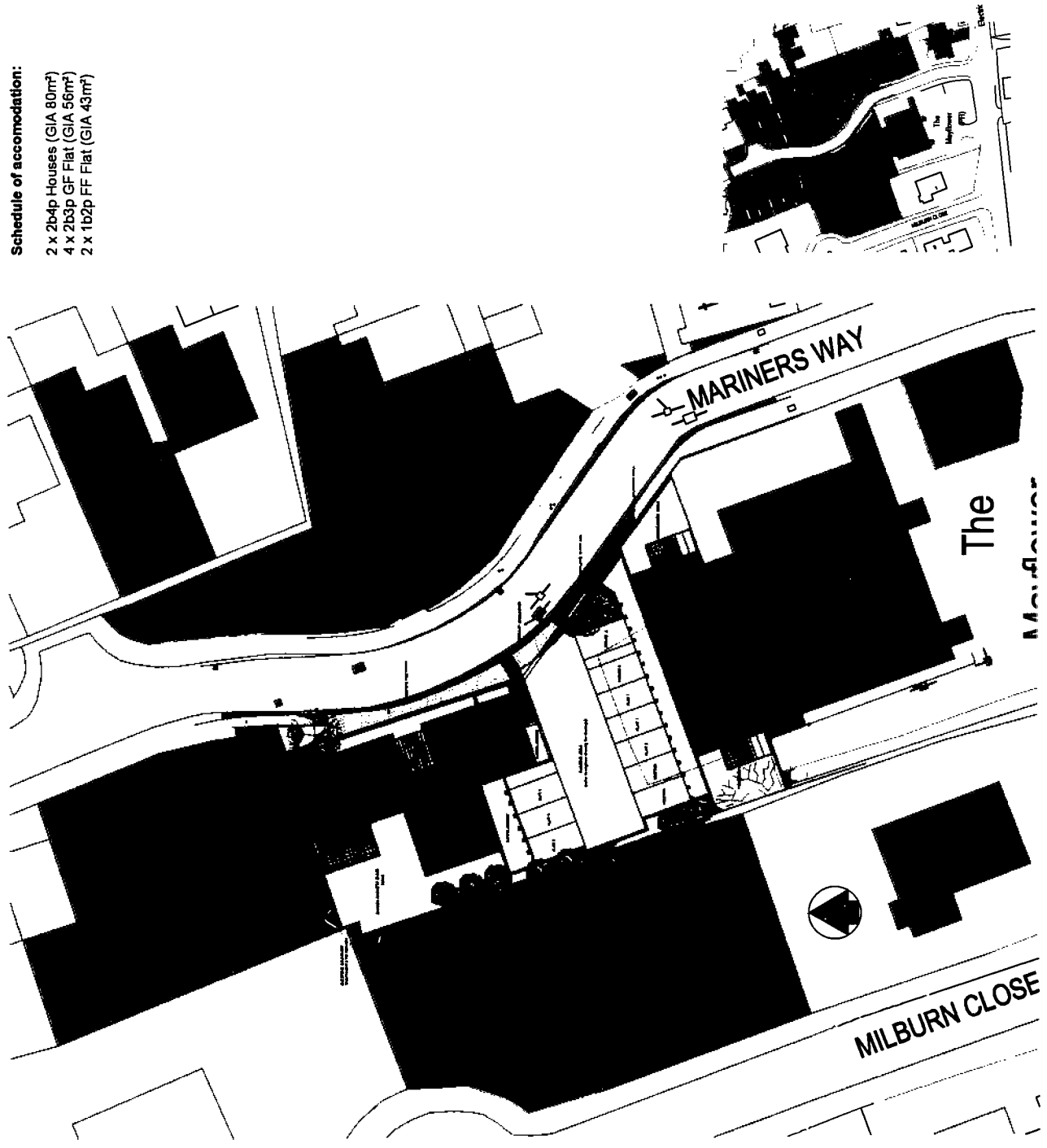
1. The Council hereby covenants with the Owner and the Developer, to use all sums received under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes as the Owner and the Council shall agree.
2. The Council shall provide to the Owner and the Developer such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.
3. The Council covenants with the Owner and the Developer, that it will pay to the Owner or the Developer, such amount of any payment made by the Owner or the Developer to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within five years 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 successor to the Council.
4. The Council shall provide to the Owner and the Developer such evidence as the Owner and the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Owner or the Developer under this Deed.

Take only Figured Dimensions

Schedule of accommodation:

- 2 x 2b4p Houses (GIA 80m²)
- 4 x 2b3p GF Flat (GIA 56m²)
- 2 x 1b2p FF Flat (GIA 43m²)

iner's Way, Rhooose, Vale of Glamorgan
Layout Plan



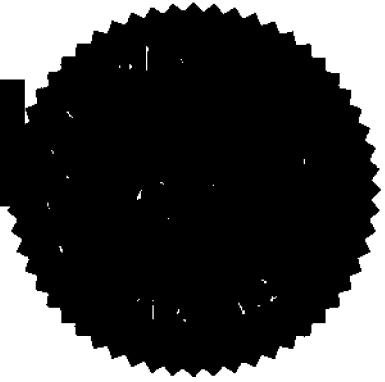
Architects
 Proposed development at
 Mariner's Way, Rhooose
 for Hender's HA
 The
 Proposed Site Layout, Site Location Plan
 27/02/14 CDP - Planning 1:200 @ A1
 14/03/14 CDP - Planning 1:200 @ A1
 14/03/14 CDP - Planning 1:200 @ A1

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

DEBBIE MARLES/~~VICTORIA DAVIDSON~~
Head of Legal Services/~~Operational Manager~~

D^r



15641
(2 of 3)

SIGNED AS A DEED BY
Stephen William Robinson
IN THE PRESENCE OF



WITNESS



NAME

ADDRESS

CRANES
SOLICITORS AND NOTARIES PUBLIC
8 BROAD STREET
BARRY
VALE OF GLAMORGAN
CF22 7AA

OCCUPATION

Executed as a deed by
affixing the Common Seal of Hafod Housing Association Limited
in the presence of



Board Member

