

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

relating to the development of Land adjacent to
Llantwit Major Bypass, Boverton, Vale of
Glamorgan

Dated : 26th January 2018

Vale of Glamorgan Council (1)

Juan Carlos Felices, Maria Jesus Felices, Carlos Joaquin Romero and Encarnacion Romero (2)

BDW Trading Limited (3)

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DATE

26th January

2018

PARTIES

- (1) Vale of Glamorgan Council of Civic Offices, Holton Road, Barry, CF63 4RU ("Council"); and
- (2) [REDACTED] Juan Carlos Felices, Maria Jesus Felices, Carlos Joaquin Romero and Encarnian Romero all of 6 Queenswood Close, Cardiff CF23 9JH ("the Owner");
- (3) BDW Trading Limited (registered number 3018173) whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardonia Hill, Coalville, Leicestershire LE67 1 UF ("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 HM Land Registry with Title No. WA201041
- 3 The Developer has entered into a conditional contract with the Owner to buy the Site subject to conditions including the grant of Planning Permission.
- 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 agrees that in accordance with regulation 123 of the Community Infrastructure Levy Regulations 2010 none of the obligations that are the subject of this Deed have, prior to the date of this Deed, been the subject of five or more obligations under Section 106 of the Act entered into with the Council since 6 April 2010 for that infrastructure project or type of infrastructure and in the event that five or more obligations have been entered into prior to the date of this Deed then the Council agrees that such obligations shall not be enforceable under 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 current at the time of the start of construction or current at the date the Developer enters into an agreement to provide the relevant dwellings with an RSL (whichever occurs soonest) 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 Sixteen Thousand Five Hundred and Ninety Nine Pounds and Thirty Two Pence (£16,599.32);

"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 $0.30 \times \text{the Market Value}$ in respect of the Intermediate Housing which the parties shall use their reasonable endeavours to agree (with the Developer to provide as comparable pricing details of similar house types to the Intermediate Housing on the Development on request) but if not so agreed within 10 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 Off-Site Contribution"

means a sum of FIFTY NINE THOUSAND FOUR HUNDRED AND FORTY NINE POUNDS AND EIGHTY PENCE (£59,449.80) to be spent on the provision of Affordable Housing to meet housing need in the Vale of Glamorgan;

"Affordable Housing Units"

means those Dwellings to be built and thereafter occupied as Affordable Housing comprising 19 Dwellings to be built on the Site pursuant to the Planning Permission of which 14 shall be Social Rented Housing and 5 shall be Intermediate Housing;

"Affordable Rent"

means (in cases where the relevant landlord is not a Local Authority) for Social Rented Housing Units a rent payable which is equal to 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. For the Intermediate Housing a rent which is below the Local Housing Allowance for the relevant property size in the Vale of Glamorgan as determined by the Welsh Government;

"Application"

means the application for full planning permission registered by the Council on 27th August 2014 submitted to the Council for the Development and allocated reference number 2014/00995/FUL;

"Build Cost"

means the agreed price for which a contractor is prepared to do the work and which the Developer is prepared to pay for the work to construct the buildings 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 a receiver or manager (including an administrative receiver) appointed by any such mortgagee or chargee pursuant to the Law of Property Act 1925 or the successors in title to such mortgagee or chargee or any receiver or manager;

"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, ecology mitigation works, 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;

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| "Community Facilities" | means facilities (a park, building or structure) or services within the locality of the Development which meet local community needs and are publicly available, which consists of either the provision of new facilities in the Llantwit Major ward boundary or enhancement of, but not limited to, one or more of the following existing community facilities: a) Llantwit Major library; b) joint community use building; |
| "Community Facilities Contribution" | means the sum of SIXTY FOUR THOUSAND TWO HUNDRED AND FIFTY TWO POUNDS FIFTY PENCE (£64,252.50) payable to the Council to provide or improve the Community Facilities; |
| "Development" | means the development of the Site to include demolition of a disused building and the development of 65 residential dwellings, public open space, landscaping, highway improvements and associated engineering works as set out in the Application; |
| "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; |
| "Disposal" | means either the sale of a freehold interest or the grant of a leasehold interest for a term in excess of 98 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 and "Dwellings" shall be construed accordingly; |
| "Education Contribution" | means a financial contribution of FIVE HUNDRED AND SEVENTY SIX THOUSAND TWO HUNDRED AND SIXTY THREE POUNDS AND SIXTY TWO PENCE (£576,263.62) payable to the Council to provide or enhance educational facilities likely to be used by future occupiers of the Development including but not limited to: (i) Primary Schools: (a) St Illtyd Primary School; (b) Ysgol Dewi Sant; (c) Wick and Marcross; (d) St Helens RC; (e) Ysgol Y Deri; (ii) Secondary Schools: |

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| | <ul style="list-style-type: none"> (a) Llanilltud Fawr; (b) Ysgol Bro Morgannwg; (c) St Richard Gwyn; (d) Bishop of Llandaff; |
| "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; |
| "Footpath Link" | means the Footpath Link as identified and marked accordingly on Plan 2; |
| "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; |
| "Interest" | means interest at 4 per cent above the base lending rate of Barclays Bank Plc from time to time; |
| "Intermediate Housing" | means housing in a mix of 2 x 2 bedroom houses and 3 x 3 bed houses comprising low cost home ownership units sold through the Council's Aspire2Own scheme or rented housing units 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 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; |
| "Key events" | means: <ul style="list-style-type: none"> (i) Commencement of Development; (ii) the date of first Occupation of the 1st Dwelling; (iii) Practical Completion of 30th Dwelling; (iv) the date of first Occupation of the 30th Dwelling; (v) Practical Completion of 30th Dwelling; (vi) the date of first Occupation of the 50th Dwelling; (vii) Practical Completion of the final Dwelling; |

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| "LAP" | means an area within the Public Open Space Land designed for young children's play activities, comprising an activity zone, as shown edged green on Plan 3; |
| "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 and "Market Housing Unit" shall be construed accordingly; |
| "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 arm's 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", "Occupy" 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; |
| "Party" | means the Council, the Owner or the Developer as appropriate and "the Parties" shall be construed accordingly; |
| "Plan 1" | means the plan attached to this Deed marked Plan 1; |
| "Plan 2" | means the plan attached to this Deed entitled 'proposed cycle/pedestrian link' and marked Plan 2; |
| "Plan 3" | means the plan attached to this Deed with drawing number 1363-AREAS-04 marked Plan 3; |
| "Planning Permission" | means the full 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 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 Land"

means the land on which the Public Open Space Scheme is to be laid out as shown edged red on Plan 3;

"Public Open Space Scheme"

means a scheme comprising 2 no. x LAPs, to be approved by the Council pursuant to paragraph 1.1 of the First Schedule for the provision of Public Open Space within the Site on the Public Open Space Land;

"Restriction"

means the following words: "No transfer or lease of the whole or any part of the property shall be registered (save for any transfer or lease to a statutory undertaker) unless a certificate signed by the Head of Regeneration and Planning or the Head 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 provisions of the Third Schedule of an agreement dated *26th January 2018* and made between (1) Vale of Glamorgan Council (2) Juan Carlos Felicies, Maria Jesus Felicies, Carlos Joaquin Romero and Encarian Romero (3) BDW Trading Ltd have been complied with;

"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 is zoned for any development in the Vale of Glamorgan and for the avoidance of doubt shall include United Welsh Housing Association;

"Sale Notice"

means a notice served by the Developer on the RSL which informs the RSL that the construction of an Affordable Housing Unit(s) has been completed and is available for Transfer to an RSL and offering to sell those Affordable Housing Unit(s) to the RSL at a price equal to 42% of the Acceptable Cost Guidance in respect of the Social Rented Housing and at a price equal to 70% of the Market Value (net of any incentives offered for the Market Housing Units and of an equal specification including fixtures and fittings) in respect of the Intermediate Housing to reflect its designation as an Affordable Housing Unit(s);

"Site"

means the land against which this Deed may be enforced as shown edged red on Plan 1;

"Social Rented Housing"

means 10 x 1 bedroom apartments, 4 x 2 bedroom houses to be constructed on the Development with such housing provided by the RSL where rent levels

have regard to the target rent which is established by the RSL for the Vale of Giamorgan area and approved by the Welsh Government from time to time 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;

"Sustainable Transport Contribution"

means a financial contribution in the sum of One Hundred and Thirty Thousand Pounds (£130,000.00) payable to the Council to be used by the Council to provide or improve Sustainable Transport Facilities serving the Development, less the approved cost of those Sustainable Transport Facilities constructed by the Owner/Developer pursuant to paragraph 2 of the Second Schedule,

"Sustainable Transport Facilities"

means information, facilities, infrastructure, services or projects which provides or improves access for pedestrians, cyclists, public transport users, motor cycles, taxis or car sharers in the vicinity of the Site, which consists of, but is not limited to, one or more of the following:

- a) the Footpath Link;
- b) a pedestrian and cycle route along the B4265;
- c) pedestrian routes and cycling provision between the Site and Boverton village centre
- d) pedestrian and cycling improvements along Eglwys Brewis Road
- e) upgrades to the bus stops which serve the development, including those on Eglwys Brewis Road near its junction with Church Meadow;
- d) contribution to enhance the public transport services which serve the Site;

For the avoidance of doubt, this does not include vehicular and pedestrian access into the Site off B4265, nor does it include re-surfacing of the carriageway.

"Transfer"

means 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 at a sale price which shall be no less than 42% of the Acceptable Cost Guidance in respect of Social Rented Housing and no less than 70% of the Market Value (net of any incentives offered for the Market Housing Units) and of

an equal specification including fixtures and fittings) of the Market Housing Units in respect of the Intermediate Housing and "Transferred" shall be construed accordingly;

"Working Day" means any day of the week other than a Saturday, Sunday or any statutory 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 and all other enabling powers.
- 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.

4 CONDITIONALITY

Clauses 5 and 6 of this Deed are conditional upon and take effect on:

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

5 THE OWNER'S and DEVELOPER'S COVENANTS

The Owner and the Developer covenant with the Council as set out in the Second and Third Schedules.

6 THE COUNCIL'S COVENANTS

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

7 THE DEVELOPER'S CONSENT

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 and the Administration Fee.

8.2 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.

8.3 This Deed shall be registrable as a local land charge by the Council.

8.4 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.

8.5 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.

8.6 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.

8.7 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 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 Obligations contained in this Deed shall not be enforceable against:

8.8.1 owner-occupiers or tenants of Market Housing Units constructed pursuant to the Planning Permission and their successors in title; nor

8.8.2 any statutory undertaker or other person who acquires or who has acquired any part of the Site or interest therein for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services; nor

8.8.3 a Chargee (and its successors) of any RSL or residential occupier of an Affordable Housing Unit taking possession or effecting a power of sale under a charge in default subject to compliance by the Chargee with the Chargee's Duty.

8.8.4 the Developer until the Developer acquires the freehold or a leasehold interest in the Site; or

8.8.5 an RSL save for the provisions in the Third Schedule of this Deed.

8.9 Obligations contained in the Second Schedule to this Deed shall not be enforceable against owner-occupiers or tenants of Affordable Housing Units constructed pursuant to the Planning Permission and their successors in title.

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 Council agrees 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 Parties 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 delivered by hand upon delivery at the address of the relevant Party; or
- b. 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 Head of Regeneration and Planning;
- b. for the Owner: 6 Queenswood Close, Cardiff CF23 9JH;
- c. for the Developer: BDW Trading Limited (registered number 3018173) whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF;

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

11 WAIVER

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

12 CHANGE IN OWNERSHIP

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.

13 INDEXATION

Any sum referred to in the Second and Third Schedules 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 JURISDICTION

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

17 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

2014/00995/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:
Mrs Zoe Aubrey,
Barratts

Applicant:
Barratt Homes South Wales
Barratt Homes South Wales,
C/o Agent

Change of use of agricultural land to residential development (C3) including demolition of a disused building and the development of 65 residential dwellings, public open space, landscaping, highway improvements and associated engineering works at Land adjacent to Llantwit Major Bypass, Boverton

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 30 August 2017 subject to the following condition(s):

1. The development shall begin no later than five years from the date of this decision.

Reason:

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

2. The development shall be carried out in accordance with the following approved plans and documents:

Transport Assessment prepared by Mayer Brown; Site Investigation Report 11344/GNS/14/SI; Heritage Desk Based Assessment dated July 2014; Arboricultural Survey ABAW105/001/002; Desk Study and Extended Phase 1 Habitat Survey ABAW105/002/002; Land at Boverton Agricultural Land Classification and Soil Resources received 22 August 2014
GAR-C-04 'Pair Single Garage' received 28 October 2014
Transport Assessment Addendum prepared by Mayer Brown received 5 February 2015
Hunter Acoustics Response to Environmental Health Comments dated 05 February 2015 and 3309/ENS1_Rev1 'Environmental Noise Survey' received 27 November 2015
Dormouse Survey ABAW105/006 and Reptile Survey ABAW105/007 received 16 June 2016

2014/00995/FUL

ALD-C-01 'Alderney Planning Drawing'; KIS-C-01 'Kingsville Planning Drawing'; MAI-C-01 'Maidstone Planning Drawing'; OLI-C-01 'Olive Planning Drawing'; PAL-C-02 'Palmerston Planning Drawing'; RAD-C-01 'Radleigh Planning Drawing'; SLP-02 'Site Location Plan'; TMT-C-01 'Tamerton Planning Drawing' received 23 June 2016
EDP3775_01b 'Dormouse Mitigation Strategy'; EDP3775_02a 'Reptile Mitigation Strategy' received 4 January 2017
Design and Access Statement dated 30 August 2017
HAL-C-01 'Hale Planning Drawing'; PRW-05 'PROW Diversion' received 19 September 2017
BESK 00WCS 'Eskdale Classic (Semi) -BSW; BAVR 00WCD 'Andover Classic (Det) -BSW'; TP-05 Rev D 'Site layout'; SH-05 Rev C 'Storey Height Layout'; AMP-05 Rev C 'Access & Movement Plan'; SK500 Rev 2 'Proposed Junction Radii SPA Refuse'; EN-05.1 Rev C 'External Works Layout'; EN-05.2 Rev D 'External Works Layout'; EF-05 Rev C 'External Finishes Layout'; C/350 Rev 5 'Vehicle Tracking 11.22m Refuse'; SS-05 Rev A 'Street Scenes'; C/010 Rev 7 'Engineering Layout'; EM-05 Rev C ' Ecology Masterplan'; GAR-C-02 'Single Garage'; received 6 October 2017
PL-ALR Rev A 'Alder Flats 40-43 Planning Drawing'; 2016/WAS/C/02 Rev B 'Washington'; -050 Rev A Proposed Cycle/Pedestrian Link received 19 October 2017

Reason:

For the avoidance of doubt as to the approved development and to accord with Circular 016:2014 on The Use of Planning Conditions for Development Management.

3. Notwithstanding the submitted details a schedule of materials (including samples) to be used in the construction of the development hereby approved shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development. The development shall be completed in accordance with the approved details prior to beneficial occupation of any of the dwellings.

Reason:

To safeguard local visual amenities, as required by Policies SP1 (Delivering the Strategy), Policy MD2 (Design of New Development), SP10 (Built and Natural Environment) and MD8 (Historic Environment) of the Local Development Plan.

4. No development shall commence until details of existing ground levels within and adjacent to the site and proposed finished ground and floor levels have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

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Reason:

To ensure that visual amenities are safeguarded, and to ensure the development accords with Policies SP1 (Delivering the Strategy) and MD2 (Design of New Development) of the Local Development Plan.

5. All means of enclosure associated with the development hereby approved shall be completed in accordance with a scheme to be submitted to and agreed in writing by the Local Planning Authority. The means of enclosure shall be completed in accordance with the approved details prior to the first beneficial use of the dwelling that they relate to.

Reason:

To safeguard local visual amenities, and to ensure compliance with Policies SP1 (Delivering the Strategy) and MD2 (Design of New Development) of the Local Development Plan.

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

- i) the numbers, type, tenure and location on the site of the affordable housing provision to be made which shall consist of not less than 29% of housing units/bed spaces;
- ii) the timing of the construction of the affordable housing and its phasing in relation to the occupancy of the market housing;
- iii) the arrangements for the transfer of the affordable housing to an affordable housing provider or the management of the affordable housing (if no RSL involved);
- iv) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the affordable housing; and
- v) the occupancy criteria to be used for determining the identity of occupiers of the affordable housing and the means by which such occupancy criteria shall be enforced.

Reason:

In order to ensure that the site delivers appropriate provision of affordable housing to meet the identified need and to ensure compliance with the terms of Policies SP1 (Delivering the Strategy), SP4 (Affordable Housing Provisions), MG4 (Affordable Housing) and MD4 (Community Infrastructure and Planning Obligations) of the Local Development Plan.

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7. 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 completed 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 SP1 (Delivering the Strategy), SP10 (Built and Natural Environment) and MD8 (Historic Environment) of the Local Development Plan.

8. Notwithstanding the submitted details, no development shall commence until a drainage scheme for the site has been submitted to and approved in writing by the local planning authority. The scheme shall provide for the disposal of foul, surface and land water, and include an assessment of the potential to dispose of surface and land water by sustainable means. The scheme shall be designed so that flooding does not occur on any part of the site for a 1 in 30 year rainfall event plus climate change and not in any part of any building for the 1 in 100 year rainfall event plus climate change. If infiltration techniques are used, then the plan shall include the details of field percolation tests. Any calculation for onsite attenuation or discharge should also be included. Thereafter the scheme shall be implemented in accordance with the approved details prior to the beneficial occupation of any part of the development and no further foul water, surface water and land drainage shall be allowed to connect directly or indirectly with 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 Policies SP1 (Delivering the Strategy) and MD1 (Location of New Development) of the Local Development Plan.

9. No building shall be occupied until a sustainable drainage system for the site has been completed in accordance with details first submitted to and agreed in writing by the Local Planning Authority, which shall include details of a timetable for implementation and management of the system, including arrangements for adoption by a public body or statutory undertaker, or any other arrangements to secure the perpetual operation of the sustainable urban drainage scheme. The sustainable drainage system shall be managed and maintained thereafter in accordance with the agreed management and maintenance plan.

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Reason:

To enable a more sustainable form of drainage, and 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 / Policies SP1 (Delivering the Strategy) / MD1 (Location of New Development) of the Local Development Plan.

10. No development shall commence, including any works of demolition, until a Construction Environment Management Plan (CEMP) has been submitted to, and approved in writing by, the Local Planning Authority. The CEMP shall include the following details:

- i) the parking of vehicles of site operatives and visitors;
- ii) loading and unloading of plant and materials;
- iii) storage of plant and materials used in constructing the development;
- iv) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
- v) wheel washing facilities;
- vi) measures to control and mitigate the emission of dust, smoke, other airborne pollutants and dirt during construction;
- vii) a scheme for recycling/disposing of waste resulting from demolition and construction works.
- viii) hours of construction;
- ix) lighting;
- x) management, control and mitigation of noise and vibration;
- xi) odour management and mitigation;
- xii) diesel and oil tank storage areas and bunds;
- xiii) how the developer proposes to accord with the Considerate Constructors Scheme (www.considerateconstructorsscheme.org.uk) during the course of the construction of the development; and
- xiii) a system for the management of complaints from local residents which will incorporate a reporting system.

The construction of the development shall be undertaken in accordance with the approved CEMP.

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 Policies SP1 (Delivering the Strategy) and MD7 (Environmental Protection) of the Local Development Plan.

11. The development shall be carried out in full accordance with the submitted 'Land adjacent to Llantwit Major Bypass Boverton. Dormouse Mitigation Strategy' prepared by EDP LTD dated December 2016.

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Reason:

In the interests of ecology and to ensure compliance with Policies SP1 (Delivering the Strategy), MG19 (Sites and Species of European Importance), MG20 (Nationally Protected Sites and Species) and MG21 (Sites of Importance for Nature, Regionally Important Geological and Geomorphical Sites and Priority Habitats and Species) of the Local Development Plan.

12. No development shall take place until a long term habitat management plan has been submitted to and approved in writing by the Local Planning Authority. The management plan shall include:

- i) Details of the habitats to be managed and their desired condition;
- ii) The nature of management operations required to deliver and maintain the condition of the habitat
- iii) Details of development and construction methods and measures to be taken to minimise the impact of any works; and
- iv) Details of appropriate timing, scheduling and phasing of completion of the protection and enhancement plan.
- v) Proposals for on-going review of management as informed by a protected species monitoring scheme.

The approved management plan shall be carried out and shall be monitored and managed at all times in accordance with the approved details in perpetuity.

Reason:

In the interests of ecology and to ensure compliance with Policies SP1 (Delivering the Strategy), MG19 (Sites and Species of European Importance) / MG20 (Nationally Protected Sites and Species), MG21 (Sites of Importance for Nature, Regionally Important Geological and Geomorphical Sites and Priority Habitats and Species) of the Local Development Plan.

13. Any vegetation clearance must be undertaken outside the nesting season, which is generally recognised to be from March to August inclusive, unless it can be first demonstrated that nesting birds are absent.

Reason:

In order to ensure that no protected species are adversely affected by the development and to ensure compliance with In the interests of ecology and to ensure compliance with Policies SP1 (Delivering the Strategy), MD9 (Promoting Biodiversity), MG19 (Sites and Species of European Importance), MG20 (Nationally Protected Sites and Species), MG21 (Sites of Importance for Nature, Regionally Important Geological and Geomorphical Sites and Priority Habitats and Species) of the Local Development Plan.

14. Prior to the commencement of development, a light mitigation strategy, including measures to reduce light spillage onto wildlife corridors/mitigation habitats identified on drawing 'Ecology Masterplan' EM-05 Rev C received 06 October 2017 and detailed within the approved Dormice (C_EDP3775_01b), Reptile (EDP3775_02a) strategies, shall be submitted to and approved in writing by the Local Planning Authority. The works shall thereafter be carried out in accordance with the approved details and maintained as such in perpetuity.

Reason:

In the interests of ecology and to ensure compliance with In the interests of ecology and to ensure compliance with Policies SP1 (Delivering the Strategy), MD9 (Promoting Biodiversity), MG19 (Sites and Species of European Importance), MG20 (Nationally Protected Sites and Species) and MG21 (Sites of Importance for Nature, Regionally Important Geological and Geomorphical Sites and Priority Habitats and Species) of the Local Development Plan.

15. The works must be undertaken in accordance with the submitted and approved Reptile Mitigation Strategy EDP3775_02a dated December 2016. Following site clearance, a reptile/clearance translocation report shall be sent to the Local Planning Authority including details of number of animals, species and receptor areas for approval.

Reason:

In the interests of ecology and to ensure compliance with In the interests of ecology and to ensure compliance with Policies SP1 (Delivering the Strategy), MD9 (Promoting Biodiversity), MG19 (Sites and Species of European Importance), MG20 (Nationally Protected Sites and Species) and MG21 (Sites of Importance for Nature, Regionally Important Geological and Geomorphical Sites and Priority Habitats and Species) of the Local Development Plan.

16. No works shall commence unless the local planning authority has been provided with one of the following:

- a) A licence issued by Natural Resources Wales pursuant to Regulation 53 of The Conservation of Habitats and Species Regulations 2010 (as amended) authorising the specified activity/development to go ahead; or
- b) A statement in writing from the relevant licensing body to the effect that it does not consider that the specified activity/development will require a licence;

The works and Post development monitoring of the site shall be carried out following completion of works as detailed in the NRW licence.

Reason:

In order to ensure that no protected species are adversely affected by the development and to ensure compliance within the interests of ecology and to ensure compliance with Policies SP1 (Delivering the Strategy), MD9 (Promoting Biodiversity), MG19 (Sites and Species of European Importance), MG20 (Nationally Protected Sites and Species), MG21 (Sites of Importance for Nature, Regionally Important Geological and Geomorphological Sites and Priority Habitats and Species) of the Local Development Plan.

17. Prior to the commencement of development, a Construction Traffic Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The Management Plan shall include details of parking for construction traffic, the proposed routes for heavy construction vehicles, timings of construction traffic and means of defining and controlling such traffic routes and timings. The development shall be carried out in accordance with the approved Management Plan.

Reason:

To ensure that the parking provision and highway safety in the area are not adversely affected by the construction of the development and to meet the requirements of Policies SP1 (Delivering the Strategy), MD2 (Design of New Developments) and MD7 (Environmental Protection) of the Local Development Plan.

18. Notwithstanding the submitted plans, no works whatsoever shall commence at the site until full engineering details of the proposed internal access roads, inclusive of turning facilities, footways/cycleways, vision splays, street lighting, highway drainage, onsite parking and all associated highway retaining structures have been submitted and approved in writing by the Local Planning Authority. The works shall thereafter be carried out in accordance with the approved details.

Reason: To ensure the proposed internal estate roads are designed and constructed in accordance with the Council's standard details for adoption, in the interests of highway safety in accordance with policy MD2 of the LDP.

19. Notwithstanding the submitted plans, no works whatsoever shall commence at the site until full engineering details of the proposed access junction along the B4265 (including an up to date speed survey along the B4265), which shall include an agreed overlay surface dressing between the junctions with Eglwys Brewis Road and Llantwit Road have been submitted and approved in writing by the Local Planning Authority. The works shall thereafter be carried out in accordance with the approved details and maintained as such in perpetuity.

Reason:

To ensure the means of access and the associated junction is designed and constructed in accordance with the Council's standard details for adoption in the interests of highway safety in accordance with policy MD2 of the LDP.

20. Notwithstanding the submitted plans, no works whatsoever shall commence at the site until full engineering details of the proposed uncontrolled pedestrian crossing along Eglwys Brewis Road and the combined cycle/footway link between the B4265 and Harding Close, including scraping back of vegetation along Eglwys Brewis Road and the provision of street lighting facilities etc. have been submitted and approved in writing by the Local Planning Authority. The works shall thereafter be undertaken in accordance with the approved plans and completed before the first beneficial occupation of the development.

Reason:

To ensure that the works are designed and constructed in accordance with the Council's standard details for adoption and in the interests of highway safety in accordance with policy MD2 of the LDP.

21. No development or site clearance shall take place until there has been submitted to and approved in writing by the Local Planning Authority a scheme of landscaping. The scheme shall include indications of all existing trees (including spread and species) and hedgerows on the land, identify those to be retained and set out measures for their protection throughout the course of development.

Reason:

To safeguard local visual amenities, and to ensure compliance with the terms of Policies SP1 (Delivering the Strategy), SP10 (Built and Natural Environment), MD1 (Location of New Development), MD2 (Design of New Developments) of the Local Development Plan.

22. 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 5 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.

Reason:

To ensure satisfactory maintenance of the landscaped area to ensure compliance with Policies SP1 (Delivering the Strategy), SP10 (Built and Natural Environment), MD1 (Location of New Development) and MD2 (Design of New Developments) of the Local Development Plan.

23. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (as amended for Wales) (or any order revoking and re-enacting that Order with or without modification) and the scheme of enclosures approved under condition 5, no fences, gates or walls shall be erected within the curtilage of any dwelling house forward of the principle elevation of that dwelling house or a side elevation where it abuts a highway used by vehicular traffic.

Reason:

To safeguard local visual amenities, and to ensure compliance with Policies SP1 (Delivering the Strategy) and MD2 (Design of New Developments) of the Local Development Plan.

24. The garages and car parking spaces to be provided shall be kept available for the parking of motor vehicles at all times in association with the development hereby approved and shall not be physically altered or converted.

Reason:

To ensure the satisfactory development of the site and that adequate off-street parking provision and garaging facilities are retained and in accordance with Policies SP1 (Delivering the Strategy) and MD2 (Design of New Developments) of the Local Development Plan.

25. Notwithstanding the details contained within the submitted noise surveys, further details of the noise mitigation measures to be installed, shall be submitted to and agreed in writing by the Local Planning Authority prior to the commencement of development, and the mitigatory measures shall be implemented in accordance with the approved details prior to the beneficial occupation of the dwellings on these plots.

Reasons:

In the interests of the amenities of future occupiers of these dwellings in accordance with policies MD2 and MD8 of the Development Plan and the advice contained within Technical Advice Note 11: Noise.

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26. Notwithstanding the submitted details, prior to the commencement of construction of any of the dwellings, a scheme for the provision (including details of the equipment) and maintenance of the Public Open Space shall be submitted to and approved in writing by the Local Planning Authority, to include details of the timing of its provision. The Public Open Space shall be provided in accordance with the approved details and so retained at all times thereafter.

Reason:

To ensure the timely provision of the public open space and to ensure compliance with Policies MD2 and REC3 of the Local 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 SP1-Delivering the Strategy, SP3-Residential Requirement, SP4-Affordable Housing Provision, Policy SP7-Transportation, SP10-Built and Natural Environment, MG1-Housing Supply in the Vale of Glamorgan, MG2 – Housing Allocations; MG4-Affordable Housing, POLICY MG6 – Provision of Educational Facilities; MG20-Nationally Protected Sites and Species, MG21 - Sites of importance for nature conservation, regionally important geological and geomorphological sites and priority habitats and species; MD1- Location of New Development MD2-Design of New Development, MD3-Provision for Open Space, P MD4-Community Infrastructure and Planning Obligations, MD5-Development Within Settlement Boundaries, MD6-Housing Densities, MD7-Environmental Protection, and MD9-Promoting Biodiversity of the Vale of Glamorgan Adopted Local Development Plan 2011-2026; Supplementary Planning Guidance, including Amenity Standards, Trees and Development, Penarth Conservation Area, Biodiversity and Development, Affordable Housing, Planning Obligations, Parking Standards and Model Design Guide for Wales; and national guidance contained in Planning Policy Wales, TAN1-Joint Housing Land Availability Study, TAN2-Planning for Affordable Housing, TAN5-Nature Conservation and Planning, TAN12-Design, TAN16-Sport, Recreation and Open Space, and TAN24-Historic Environment, it is considered that the proposal represents an acceptable form of residential redevelopment of the site that should not result in any significant harm to the visual amenity of the area. The proposal is also considered acceptable in respect of neighbouring and general residential amenities of the area and highway safety. In addition, subject to appropriate conditions, there should be no detriment to ecology interests on the site, and sufficient evidence has been submitted to show that provisions for the adequate drainage of the site can be made.

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It is considered that the decision complies with the Council's well-being objectives and the sustainable development principle in accordance with the requirements of the Well-being of Future Generations (Wales) Act 2015.

NOTE:

- 1. This consent does not convey any authorisation that may be required to gain access onto land not within your ownership or control.**
- 2. 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.**
- 3. You are advised that there are species protected under the Wildlife and Countryside Act, 1981 within the site and thus account must be taken of protecting their habitats in any detailed plans. For specific advice it would be advisable to contact: The Natural Resources Wales, Ty Cambria, 29 Newport Road, Cardiff, CF24 0TP General enquiries: telephone 0300 065 3000 (Mon-Fri, 8am - 6pm).**
- 4. 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.**
- 5. Where the work involves the creation of, or alteration to, an access to a highway the applicant must ensure that all works comply with the appropriate standards of the Council as Highway Authority. For details of the relevant standards contact the Visible Services Division, The Vale of Glamorgan Council, The Alps, Wenvoe, Nr. Cardiff. CF5 6AA. Telephone 02920 673051.**
- 6. The applicants are advised that all necessary consents / licences must be obtained from Natural Resources Wales (formerly Environment Agency Wales) prior to commencing any site works. The Natural Resources Wales, Ty Cambria, 29 Newport Road, Cardiff, CF24 0TP General enquiries: telephone 0300 065 3000 (Mon-Fri, 8am - 6pm).**
- 7. Part of the development is on adopted highway and therefore a Highway Extinguishment under the Highways Act 1980 will be required before work can commence. For further details please contact the Highways Department, The Vale of Glamorgan Council, The Alps, Wenvoe, Cardiff; CF5 6AA. Telephone No. 02920 673051.**

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8. **Bats must not be disturbed or destroyed during tree work. A full visual inspection of the trees to be worked on must be carried out prior to intended work to check for the presence of bats. Advice on bats and trees may be obtained from the Natural Resources Wales (Countryside Council for Wales as was). Bats may be present in cracks, cavities, under flaps of bark, in dense ivy and so forth. Should bats be identified, please contact either Natural Resources Wales on 0845 1306229 or the Council's Ecology Section on 01446 704627.**
9. **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.**
10. **In order to comply with Section 71ZB(5) of the Town and Country Planning Act 1990 (as amended), the applicant/developer must complete a 'Notification of initiation of development' form, which can be found in Schedule 5A of the Town and Country Planning (Development Management Procedure) (Wales) (Amendment) Order 2016. The notification shall be submitted in the form specified to the Local Planning Authority.**

At all times when the development is being carried out, a notice shall be firmly affixed and displayed in a prominent place at or near the place where the development is being carried out. The notice shall be legible and easily visible to the public without having to enter the site and printed on a durable material. The notice shall be in the form specified in Schedule 5B of the Town and Country Planning (Development Management Procedure) (Wales) (Amendment) Order 2016.

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).

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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: 2 November 2017

M. J. Goldsworthy

Head of Regeneration and Planning

**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. PUBLIC OPEN SPACE

- 1.1 Prior to Commencement of Development, to submit to the Council for its approval details of a Public Open Space Scheme including a schedule for its implementation and future maintenance (such approval not to be unreasonably withheld or delayed).
- 1.2 The Public Open Space Scheme approved pursuant to paragraph 1.1 above shall be implemented on the Public Open Space Land in accordance with the approved details prior to first Occupation of the 50th dwelling.
- 1.3 The scheme approved pursuant to paragraph 1.1 above shall be maintained to adoptable standards for at least 20 years after implementation.
- 1.4 If the Owner and the Council so agree, the Public Open Space Land shall be transferred to the Council free of charge.
- 1.5 In the event that the Public Open Space Land is transferred to the Council pursuant to paragraph 1.4, to pay to the Council a commuted sum (which shall be agreed at that time) for the future maintenance of the Public Open Space Land for a 20 year period. The commuted sum shall be paid on completion of the transfer of the Public Open Space Land to the Council.

2. SUSTAINABLE TRANSPORT

- 2.1 Within 30 working days of receipt by the Council of the notice served by the Developer upon the Council confirming Commencement of Development pursuant to clause 10.5, the Council shall provide a written notice to the Developer to confirm the schedule of those Sustainable Transport Facilities the Developer is to construct.
- 2.2 Subject to paragraph 2.1 and 2.3, the Developer shall construct the requested Sustainable Transport Facilities to the reasonable satisfaction of the Council in accordance with the following procedure:
 - 2.2.1 within 30 working days of receipt of the notice served by the Council pursuant to paragraph 2.1, to submit to the Council for approval a schedule of works for the requested Sustainable Transport Facilities, which will include full detailed drawings, a full breakdown of costs along with a schedule for implementation;
 - 2.2.2 following approval by the Council of the schedule of works required by paragraph 2.2.1, the Council and the Developer shall, if required, enter into a licence permitting the Developer to construct the requested Sustainable Transport Facilities on the Council's land;
 - 2.2.3 the Developer shall construct the requested Sustainable Transport Facilities in accordance with the details approved under paragraph 2.2.1 prior to Practical Completion of the final Dwelling.
- 2.3 In the event that the Council does not serve the notice required in paragraph 2.1 the Developer shall not be required to construct any Sustainable Transport Facilities, and for the avoidance of doubt there will not be a deduction to the Sustainable Transport Contribution.
- 2.4 To pay to the Council 50% of the Sustainable Transport Contribution upon first Occupation of the 1st Dwelling, and to pay the balance upon first Occupation of the 30th dwelling.

3. AFFORDABLE HOUSING

To pay to the Council the Affordable Housing Off-Site Contribution upon Commencement of Development.

4. COMMUNITY FACILITIES

To pay the Community Facilities Contribution to the Council prior to Practical Completion of the 30th Dwelling.

5. EDUCATION

To pay 50% of the Education Contribution to the Council within 30 days of the Commencement of Development and the balance upon the first Occupation of the 30th Dwelling.

THIRD SCHEDULE

Affordable Housing Covenants

PART 1

1.1 To construct or procure the construction of:

- (a) the Affordable Housing Units in accordance with the Planning Permission;
- (b) the Social Rented Housing Units to a standard which satisfies the Development Quality Requirements or such other mandatory standards as are set by Welsh Government at the time of construction;
- (c) the Intermediate Housing Units to a standard which satisfies the Welsh Housing Quality Standards (or such revised standards as may replace the Welsh Housing Quality Standards set by Welsh Government at the time of construction);

and use all reasonable endeavours to transfer the Affordable Housing Units to the 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 1.8 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 none of the obligations in this Deed shall:

- (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) until the date of resale referred to below apply to any Affordable Housing Unit where the owner wanting to transfer his shared equity interest has complied with the nomination provisions (if any) and has first offered to sell his shared equity interest to a nominee of the RSL but the RSL has been unable or unwilling to provide a nominee within the time period specified or such nominee has not exchanged contracts to acquire or not acquired the lessee's interest within the time period specified;
 - (iii) until the date of resale referred to below apply to any Affordable Housing Unit where the owner wanting to transfer his shared equity interest has complied with the nomination provisions (if any) and has first offered to sell his shared equity interest to a nominee of the RSL but the RSL has been unable or unwilling to provide a nominee within the time period specified or such nominee has not exchanged contracts to acquire or not acquired the lessee's interest within the time period specified;
- (b) 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 and the Owner has acted in accordance with 1.3(a) and 1.3(b) below.

- (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.
- 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 The Owner shall 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 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 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(s) 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 1.6 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 the Owner shall 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 Units.

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 1 month 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 2 the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) as Market Housing Units free of all of the obligations set out in this Agreement and the Chargee shall Provided 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.

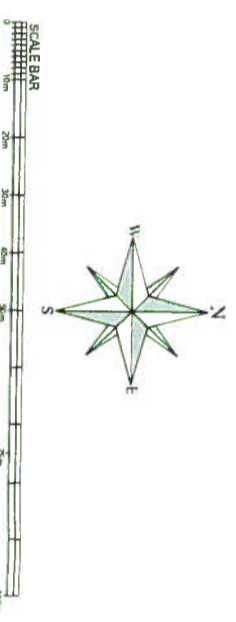
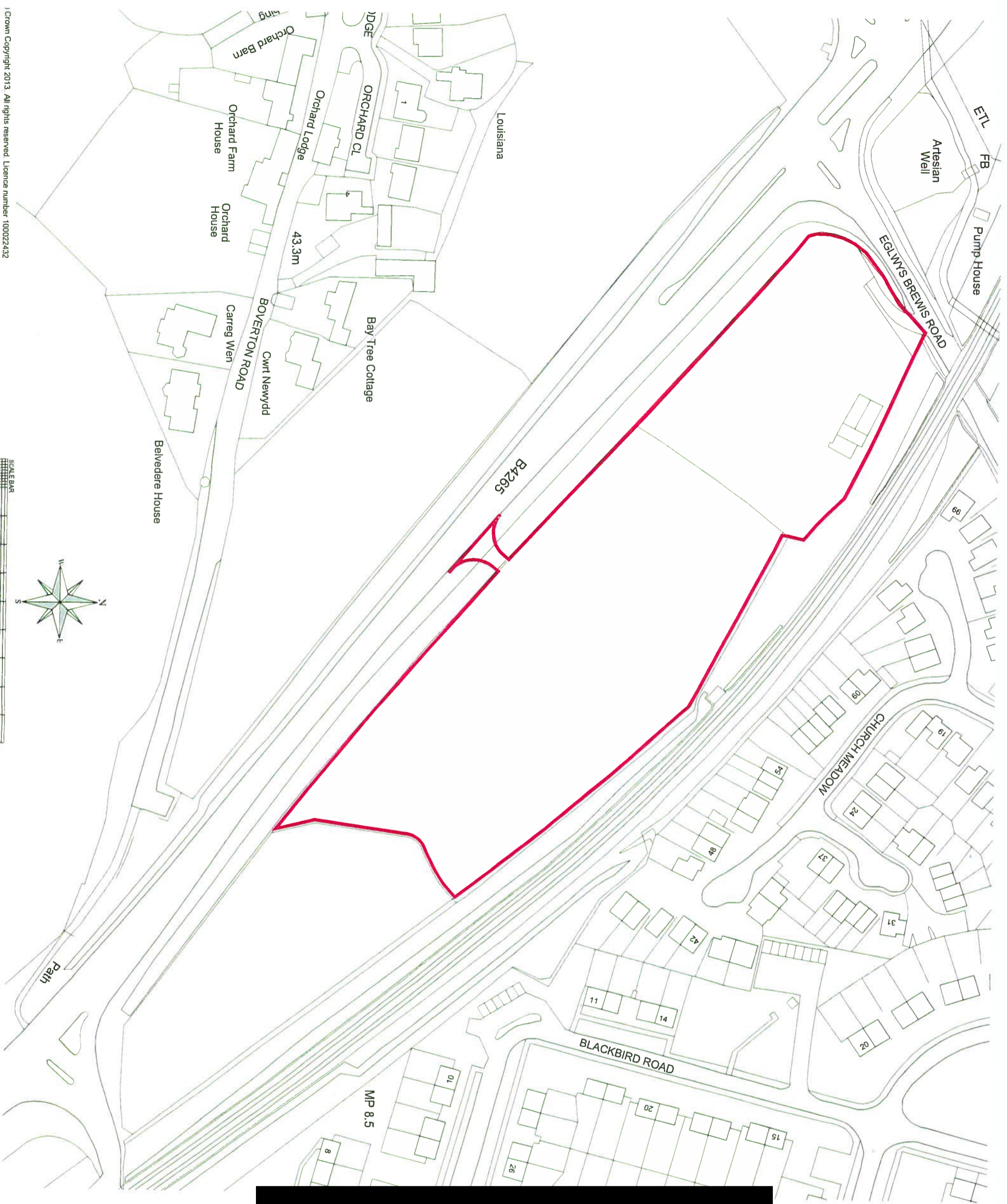
FOURTH SCHEDULE

The Council's Covenants

1. The Council hereby covenants, 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.
2. The Council covenants that it will pay to the payor, 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) 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 relevant Party or his successor or the payor to the Council.
3. In the event of a disposal in accordance with Paragraph 1.10(b) of Part Two of the Third Schedule the Council shall consent to and assist the Chargee or the person exercising their right to acquire or right to buy or staircasing out as the case may be in the removal of the Restriction on the Affordable Housing Unit being disposed of without delay.

PLANS

PLAN 1



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JOB TITLE
Land North of B4265, Boverton

DRAWING TITLE
Site Location Plan

| SCALE @A3 | DATE | DRAWN BY |
|-----------|-------------|----------|
| 1:1250 | June '16 | RW |
| JOB NO. | DRAWING NO. | REVISION |
| 1363 | SLP-02 | - |

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ARCHITECTURAL™

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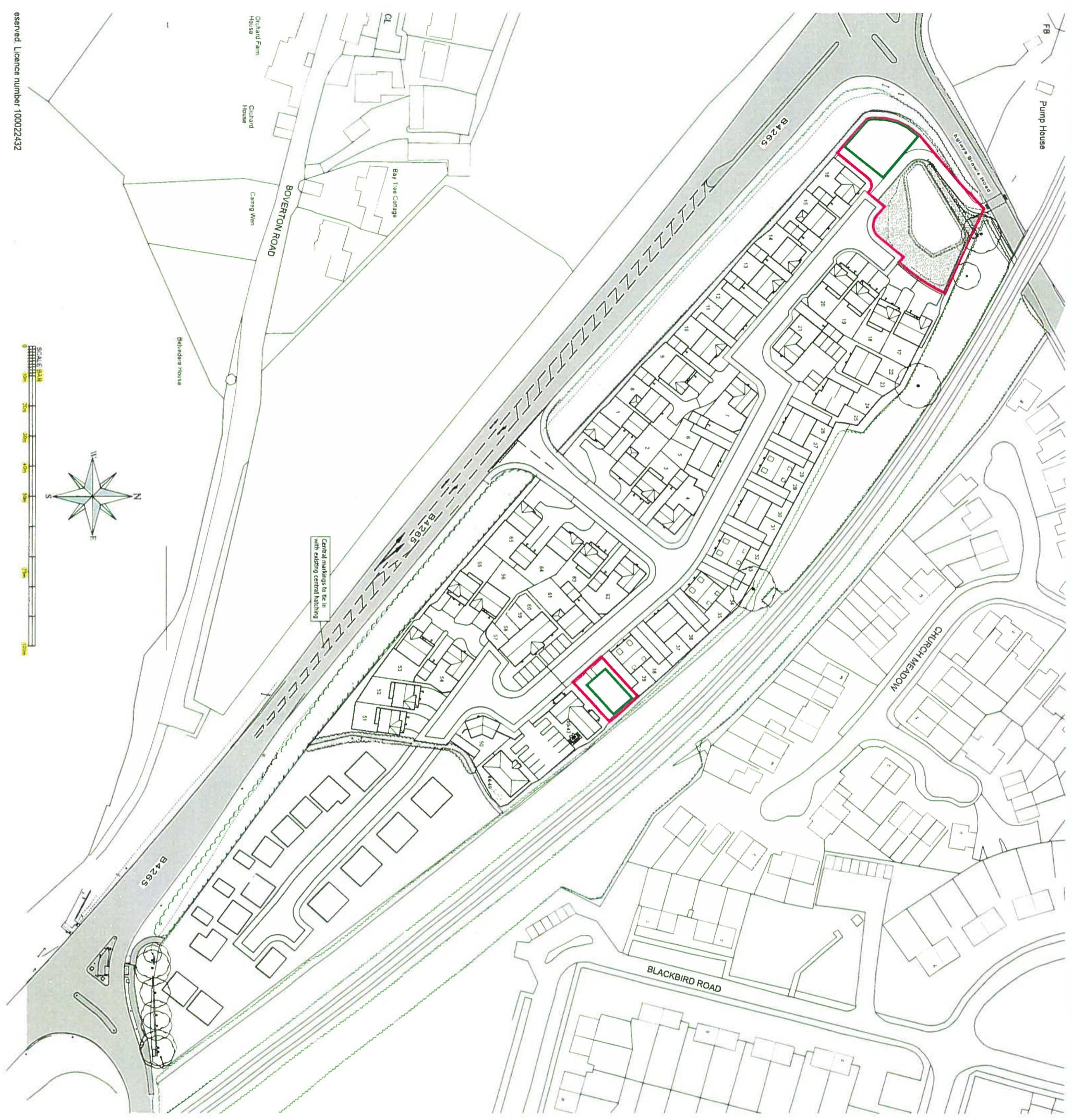
029 2077 6900
029 2079 9619

www.hammond-ld.co.uk
info@hammond-ld.co.uk

Hammond Architectural Limited 2014
Figures and dimensions must be taken in preference to scaled dimensions and any
discrepancies are to be referred to Hammond Architectural Ltd. Contractors,
sub-contractors and suppliers must verify all dimensions on site before
commencing any work or making any workshop drawings

PLAN 3

-  Public of Boundary of P.O.S.
-  Boundary of L.A.P.



CLIENT
Barratt Homes South Wales

JOB TITLE
Land North of B4265, Boverton

DRAWING TITLE
L.A.P. & P.O.S Boundary Plan

| SCALE @ A3 | DATE | DRAWN BY |
|------------|-------------|----------|
| 1:1250 | Jan '18 | RW |
| JOB NO. | DRAWING NO. | REVISION |
| 1363 | AREAS-04 | |



to Cold Tops
Newport
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Hammond must be clearly visible on all drawings and any
figures/dimensions to be referred to Hammond Architectural Ltd. Contractors
sub-contractors and suppliers must verify all dimensions on site before
commencing any work or making any workshop drawings

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



16665
1 of 3


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

EXECUTED AS A DEED BY
BDW TRADING LIMITED Acting by:

MARTIN LEWIS
Director

Director/Secretary
S. Williams

EXECUTED as a DEED

by JUAN CARLOS FELICES

in the presence of

Witness signature

Witness name: M C Hayes
Partner

Address: Harrison Clark Rickerbys
Inc. Gordon Lutton Solicitors
Thorpe House

Occupation: 29 Broad Street
Hereford HR4 9AR

SOLICITOR

EXECUTED as a DEED

by MARIA JESUS FELICES

in the presence of

Witness signature

Witness name: M C Hayes
Partner

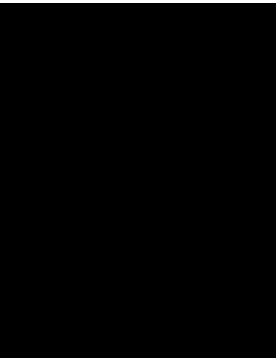
Address: Harrison Clark Rickerbys
Inc. Gordon Lutton Solicitors
Thorpe House

Occupation: 29 Broad Street
Hereford HR4 9AR

SOLICITOR

EXECUTED as a DEED

by CARLOS JOAQUIN ROMERO



in the presence of

Witness signa



Witness name

Address:

M C Hayes
Partner
Harrison Clark Rickerbys
Inc. Gordon Luton Solicitors
Thorpe House
29 Broad Street
Hereford HR4 9AR
SOLICITOR

Occupation:

EXECUTED as a DEED

by ENCARNACION
~~ENCARNACION~~ ROMERO



in the presence

Witness signat



Witness name

Address:

M C Hayes
Partner
Harrison Clark Rickerbys
Inc. Gordon Luton Solicitors
Thorpe House
29 Broad Street
Hereford HR4 9AR
SOLICITOR

Occupation: