

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

relating to the development of land off
Cowbridge Road, St Athan, Vale of Glamorgan

Dated :

28th June

2019

Vale of Glamorgan Council (1)

John William Thomas and Rhiannon Kate Thomas (2)

Annington Property Limited (3)

DATE

28th June

2019

PARTIES

- (1) **Vale of Glamorgan Council** of Civic Offices, Holton Road, Barry, CF63 4RU ("**Council**"); and
- (2) **John William Thomas** and **Rhiannon Kate Thomas** of Flemingston Court, Flemingston, Barry ("the First Owner") and
- (3) **Annington Property Limited** (Co Reg No 3232852) of 1 James Street, London, W1U 1DR ("the Second Owner")

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 First Owner is the freehold owner of the First Property
- 3 The Second Owner is the freehold owner of the Second Property
- 4 The First Owner and Edenstone Homes Limited have 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.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

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|----------------------|--|
| "ACG" | 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 of each phase of the Development or current at the date the Owner 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; |
| "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 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 not less than 17% of the total number of Dwellings to be built on the Site pursuant to the Planning Permission all of which shall be Social Rented Housing;
"Affordable Rent"	means (in cases where the relevant landlord is not a Local Authority) for Social Rented Units a rent payable which is equal to or less than the target rent which is established by the RSL for the Vale of Glamorgan area and approved by the Welsh Government from time to time or (in cases where the relevant Landlord is a Local Authority) a rent payable for an affordable rented housing unit determined by the Welsh Government from time to time and calculated using statistical information provided by individual local authorities.
"Application"	means the application for outline planning permission registered by the Council on 12 December 2016 submitted to the Council for the Development and allocated reference number 2016/01427/OUT;
"Build Cost"	means the agreed price for which a contractor is prepared to do the work and which the Owner 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 1.11 of Part 2 of the Third Schedule;

"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development is first carried out on the Site other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, site preparation including earth works, any tree or hedge clearance, investigations for the purpose of assessing ground conditions, remedial works in respect of any contamination or other adverse ground conditions, works connected with the diversion and laying of services, the Highway Works, the erection of any temporary means of enclosure, the temporary display of site notices or advertisements;
"Community Facilities"	means facilities (a park, building or structure) or services within the vicinity of the Site which meet local community needs and are publicly available within the St. Athan ward boundary
"Community Facilities Contribution"	means a financial contribution of Three Hundred and Five Thousand, Six Hundred and Twenty Four pounds (£305,624) payable to the Council to provide and/or enhance Community Facilities within the vicinity of the Site;
"Development"	means the development of the Site for the construction of up to 253 residential units and associated work, including the provision of public open space and strategic access points as set out in the Application;
"Development Costs"	means the following: <ul style="list-style-type: none"> (i) costs of the Development; (ii) abnormal costs of the Development; (iii) professional fees – at 8% of construction costs; (iv) finance costs; (v) build contingency (if any); and (vi) land value – being fixed at £3,900,000;
"Development Quality Requirements"	means the development quality requirements produced by the Welsh Government current at the time of construction of the Affordable Housing Units;
"Development Value"	means the gross development value of the Development;
"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;

"Education Contribution"

means a financial contribution in the sum of One Million Nine Hundred and Eighty Thousand Eight Hundred and Seventy Seven Pounds (£1,980,877) payable to the Council to provide or enhance educational facilities to be applied by the Council as to:

- (a) £500,000 to St Athan Primary School;
- (b) £69,784 to Wick and Marcross Church in Wales Primary School;
- (c) £1,411,093 to Llantwit Major Comprehensive Secondary School;

"Education Contribution (Balance)"

means a financial contribution in the sum of Nine Hundred and Twenty Four Thousand Four Hundred and Thirty One Pounds (£924,431) payable to the Council to provide or enhance educational facilities at the following:

- (1) The nurseries and primary schools serving the Development, being:
 - (a) St Athan Primary (English Medium);
 - (b) Ysgol Gymraeg Dewi Sant (Welsh Medium);
 - (c) Wick and Marcross Church in Wales (denominational);
 - (d) St Helen's Infants and Juniors (Roman Catholic);
 - (e) Ysgol Y Deri (Special Educational Needs)
- (2) The secondary schools serving the development, being:
 - (a) Llantwit Major Comprehensive (English Medium);
 - (b) Ysgol Gyfun Bro Morgannwg (Welsh Medium);
 - (c) Bishop of Llandaf Church in Wales (denominational);
 - (d) St Richard Gwyn Roman Catholic Comprehensive (Roman Catholic);

(e) Ysgol Y Deri (Special Educational Needs)

"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;
"First Property"	that part of the Site comprised in title number WA987765.
"HA 1980"	means the Highways Act 1980;
"Highways Agreement"	means an agreement made under section 278 of the HA 1980;
"Highways Works"	means the improvement works to provide access to the site and improve capacity at the Gilestone Cross-road junction including covering the costs of any necessary Traffic Regulation Orders as identified on Plan 3 and in full accordance with any detailed design approved by the Council as part of the Highways Agreement;
"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;
"Key events"	means: <ul style="list-style-type: none">(i) Commencement of Development;(ii) Practical Completion of the 100th Dwelling;(iii) Practical Completion of the final Dwelling;
"LAP"	means an area of open space designed for young children's play activities, comprising an activity zone of 100 square metres with a 5 metre wide buffer zone.
"LEAP"	means a local equipped area of play designed for children of an early school age, containing at least five pieces of play equipment, to comprise of an activity zone of 400 square metres with a 10 metre wide buffer zone.
"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;
"NEAP"	means a neighbourhood equipped area of play designed for older children, containing at least eight pieces of play equipment, to comprise of an activity zone of 1000 square metres with a 30 metre wide buffer zone.
"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;
"Off-site Affordable Housing Contribution"	means a financial contribution in the sum of Four Million, One Hundred and Seventy Thousand, Eight Hundred and Ninety Six Pounds (£4,170,896) unless increased in value as calculated by the following formula: 20 x (0.58 x ACG for 1 bed 2 person flat); plus 16 x (0.58 x ACG for 2 bed 4 person house); plus 8 x (0.58 x ACG for 3 bed 5 person house); plus 2 x (0.58 x ACG for 4 bed 7 person house) to be spent on the provision of Affordable Housing to meet housing need in the Vale of Glamorgan;
"Owners"	means together, the First Owner and the Second Owner;
"Party"	means the Council, the First Owner or the Second Owner 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 of the Safeguarded Land attached to this Deed marked Plan 2;
"Plan 3"	means the plan of the Highways Works attached to this Deed marked Plan 3;

“Planning Obligations”	<p>means:</p> <ul style="list-style-type: none"> i) Education Contribution (Balance) ii) Sustainable Transport Contribution iii) Off-site Affordable Housing Contribution iv) Public Art Contribution v) Community Facilities Contribution
“Planning Permission”	means the outline planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in draft form in the First Schedule;
“Practical Completion”	means the date on which a Dwelling is certified as having been completed in accordance with the requirements of the National House Building Council (or like regulatory body) so as to enable immediate occupation and “ Practically Complete ” will be construed accordingly;
“Public Art”	means art that is the original work of a living professional artist and is created for a particular place, commissioned by or working in collaboration with others such as architects, landscape designers, planners, developers, arts officers and community representatives or the provision of facilities which enable the creation or display of art (including any art displayed in such facilities);
“Public Art Contribution”	means a sum equivalent to 1% of the Build Costs of the Development to be used to provide Public Art either on Site and/or within the vicinity of the Site;
“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 land on which the Public Open Space is to be laid out;
“Public Open Space Scheme”	means a scheme 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 at a ratio of at least 55.68 square metres per Dwelling or as otherwise approved by the Council pursuant to paragraph 1.3 of the First Schedule on which there shall be provision for the NEAP, LEAP and LAP;
“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 *28th June 2019* and made between (1) Vale of Glamorgan Council (2) the First Owner (3) the Second Owner have been complied with or do not apply;

"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;

"Safeguarded Land"

means the 5 metre wide strip of land shown shaded purple on Plan 0991-020-C;

"Sale Notice"

means a notice served by the Owners on the RSL which either:

- (i) 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; or
- (ii) informs the RSL that the construction of an Affordable Housing Unit(s) has been commenced 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 PROVIDED that a legal agreement requiring the Owner to Practically Complete the Affordable Housing Unit(s) is entered into;

"Second Property"

that part of the Site comprised in title number CYM344498

"Site"

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

"Social Rented Housing"

means housing comprising of:

- i) one two-storey block containing 6 x 1 bedroom apartments with their own entrances (the 3 x ground floor units will have level access entrances and have a level access shower or wet room included);
- ii) one two-storey block containing 4 x 2 bedroom apartments with their own entrances (the 2 x ground

floor units will have level access entrances and have a level access shower or wet room included);

iii) 2 x 4 bedroom houses;

iv) 19 x 2 bedroom houses; and

v) 12 x 3 bedroom houses

all provided by the RSL where rent levels have regard 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 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 Five Hundred and Fifty Six Thousand Six Hundred Pounds (£556,600) payable to the Council to be used by the Council to provide or improve Sustainable Transport Facilities serving the Development;

"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;

"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 equal to 42% of the Acceptable Cost Guidance in respect of Social Rented Housing;

"Trigger Date"

means the date 59 months after the date of Commencement of Development;

"Viability Appraisal"

means an appraisal of the viability of the Development including, but not limited to, the following details:

- (i) the Development Value; and
- (ii) the Development Costs;

"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 Owners 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 the Commencement of Development.

5 THE OWNERS' COVENANTS

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

6 THE COUNCIL'S COVENANTS

The Council covenants with the Owners as set out in the Fourth Schedule.

7 MISCELLANEOUS

- 7.1 The Owners 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.
- 7.2 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.
- 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 Owners) 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 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 7.7.
- 7.8 Obligations contained in this Deed shall not be enforceable against:
- 7.8.1 owner-occupiers or tenants of Market Housing Units constructed pursuant to the Planning Permission and their successors in title: nor
- 7.8.2 any statutory undertaker or other person who acquires or who has acquired any part of the Site or interest therein or the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services; nor
- 7.8.3 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.
- 7.9 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.
- 7.10 The Parties agree with one another to act reasonably and in good faith in the fulfilment of the objectives of this Deed.
- 7.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.12 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.

8. DISPUTES

- 8.1 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.
- 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 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.
- 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 Regeneration and Planning;
 - b. for the First Owner: at Court Cottage, Flemingston, Barry
 - c. for the Second Owner: at its registered office marked for the attention of Head of Legal Services 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 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 Owners agree to give to the Council notice in writing within 10 Working Days of becoming aware of the Key Events as they each occur.

10 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.

11 CHANGE IN OWNERSHIP

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

12 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.

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 laws 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

Form of Draft Planning Permission

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Application No. 2016/01427/OUT

THE VALE OF GLAMORGAN COUNCIL

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

OUTLINE PLANNING PERMISSION

Agent:
Geraint John Planning Ltd.,
33, Cathedral Road,
Cardiff.
CF11 9HB

Applicant:
Edenstone Homes Ltd. and Mr. John
Thomas,
C/o Agent.

Residential development of up to 253 units and associated work, including the provision of public open space and strategic access points at Land off Cowbridge Road, St. Athan

The Council in pursuance of its powers under the above mentioned Act and Order hereby **GRANTS OUTLINE PERMISSION** for the carrying out of the proposed development as described above and in accordance with the application and plans registered by the Council on 12 December 2016 subject to the following condition(s):

1. Details of the appearance, landscaping, layout, and scale (hereinafter called "the reserved matters") shall be submitted to and approved in writing by the Local Planning Authority before any development begins and the development shall be carried out as approved.

Reason:

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

2. The development shall begin before the expiration of two years from the date of this permission.

Reason:

To comply with the requirements of Section 92 of the Town and Country Planning Act 1990 and to ensure the development commences within 2 years to reflect the concessions made for planning obligations in light of development viability constraints which may be subject to change in the longer term.

3. Any application for approval of the reserved matters shall be made to the Local Planning Authority not later than one year from the date of this permission.

Reason:

To comply with the requirements of Section 92 of the Town and Country Planning Act 1990 and to ensure the reserved matters application is made with sufficient time to enable the development to commence within 2 years to reflect the concessions made for planning obligations in light of development viability constraints which may be subject to change in the longer term.

4. The development shall be carried out in accordance with the scale parameters as submitted with the table received 12 December 2016.

Reason:

To comply with the requirements of Section 92 of the Town and Country Planning Act 1990 and to ensure a satisfactory form of development in accordance with Policy MD2 (Design of New Development) of the Local Development Plan.

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

1617 100 Revision G (Illustrative Masterplan)
Primary Access General Arrangement - 0991-013-K
Primary Access Geometry 0991-023-E
Gileston Road Junction General Arrangement - 0991-024-C

Speed Limit Transition Gateway 0991-020-C
Offsite Highway Works 0991-014-G
Secondary Access 0991-011-I

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.

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 17% 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.

7. Details of existing ground levels within and adjacent to the site and proposed finished ground and floor levels shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of that part of the development to which they relate. The development shall thereafter be carried out in accordance with the approved details.

Reason:

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

8. No development shall commence until details of a scheme of foul, land and surface water drainage has been submitted to and agreed in writing by the Local Planning Authority, including details of the adoption, maintenance and management of the system. 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. Evidence of infiltration tests and full engineering details and hydraulic calculations shall also be submitted. The scheme shall be completed in accordance with the approved details prior to the first beneficial use of the development and thereafter retained in perpetuity.

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 development approved by this permission shall commence until the applicant, or their agents or successors in title, has secured agreement for a written scheme of historic environment mitigation which shall be submitted by the applicant and approved in writing by the Local Planning Authority. Thereafter, the programme of work will be fully carried out in accordance with the requirements and standards of the written scheme.

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) and MD8 (Historic Environment) of the Local Development Plan.

10. No development shall take place, including any site clearance, until a wildlife & habitat protection and management plan has been submitted to and approved in writing by the local planning authority. The wildlife & habitat protection plan shall include:

- i) Details of sensitive site clearance with respect to reptiles and breeding birds, and a strategy for dealing with reptiles;
- ii) Details of newt friendly drainage.
- iii) A plan showing wildlife and habitat protection zones, if appropriate;
- iv) Details of development and construction methods within wildlife and habitat protection zones and measures to be taken to minimise the impact of any works;
- v) Details of the management of ecology features to maximise biodiversity;
- vi) Measures to be undertaken to enhance biodiversity on site;

- vii) A lighting scheme for the site in order to ensure minimal light spillage onto adjoining vegetation and to ensure that wildlife corridors/mitigation habitats are not illuminated; and
- viii) A detailed method statement for the management of Corn Buttercup and Shepherds Needle, including areas from which soil shall be transposed from, volumes and depths of soils, timings of the works and post transposition works and aftercare.
- ix) Details of site and vegetation clearance, including timings.

The protection and management plan shall then be completed in accordance with the details and timings approved by the Local Planning Authority.

Reason:

In the interests of ecology and to ensure compliance with Policy SP1 (Delivering the Strategy), MD9 (Promoting Biodiversity), MG19 (Sites and Species of European Importance) and 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.

11. No development 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) and MD2 (Design of New Developments) of the Local 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 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) and MD2 (Design of New Developments) of the Local Development Plan.

13. 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, including means for the protection of the adjacent brook from contamination;
- 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.

14. 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.

15. Notwithstanding the submitted plans, full engineering details of the new vehicular / pedestrian access points in to the site, any new pedestrian footways within the adopted highway and internal roads within the site, incorporating turning facilities and vision splays, and including sections, street lighting, surface water drainage and the details of the location and design of all rumble strips, shall be submitted to and approved in writing by the Local Planning Authority before the commencement of development. The development shall be implemented thereafter in accordance with the approved details prior to beneficial occupation of the dwellings served by that vehicular / pedestrian access.

Reason:

In the interests of highway safety in accord with Policy MD2 of the Local Development Plan.

16. Notwithstanding the submitted plans, full engineering detail of the pedestrian and cycle routes to link the development to the existing highway network to the south east, shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be brought into beneficial use until the cycle and footway routes have been constructed in accordance with the approved details.

Reason:

In the interest of highway and pedestrian safety and to ensure a satisfactory form of access to serve the development, and to ensure compliance with the terms of Policies SP1 (Delivering the Strategy) and MD2 (Design of New Developments) of the Local Development Plan.

17. The site vehicular accesses shall be completed in accordance with the detailed arrangements shown in the approved plans prior to the first beneficial occupation of the phase of the development that they serve and shall be thereafter retained at all times.

Reason:

In the interest of highway safety and to ensure a satisfactory form of access to serve the development, and to ensure compliance with the terms of Policy Policies SP1 (Delivering the Strategy) and MD2 (Design of New Developments) of the Local Development Plan.

18. The alterations to the junction of Gileston Road and the B4265 as illustrated on plan 0991 024 Rev C shall be constructed in accordance with the approved details prior to the first beneficial occupation of the development.

Reason:

In the interests of traffic flows and highway safety and to ensure compliance with the terms of Policies SP1 (Delivering the Strategy) and MD2 (Design of New Developments) of the Local Development Plan.

19. In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing within 2 days to the Local Planning Authority, all associated works must stop, and no further development shall take place until a scheme to deal with the contamination found has been submitted to and approved in writing by the Local Planning Authority. An investigation and risk assessment must be undertaken and where remediation is necessary a remediation scheme and verification plan must be prepared and submitted to and approved in writing by the Local Planning Authority. Following completion of measures identified in the approved remediation scheme a verification report must be submitted to and approved in writing by the Local Planning Authority. The timescale for the above actions shall be agreed with the LPA within 2 weeks of the discovery of any unsuspected contamination.

Reason:

To ensure that any unacceptable risks from land contamination to the future users of the land , neighbouring land, controlled waters, property and ecological systems are minimised, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies SP1 (Delivering the Strategy) and MD7 (Environmental Protection) of the Local Development Plan.

20. Any aggregate (other than virgin quarry stone) or recycled aggregate material to be imported shall be assessed for chemical or other potential contaminants in accordance with a scheme of investigation which shall be submitted to and approved in writing by the Local Planning Authority in advance of its importation. Only material approved by the Local Planning Authority shall be imported. All measures specified in the approved scheme shall be undertaken in accordance with Pollution Control's Imported Materials Guidance Notes. Subject to approval of the above, sampling of the material received at the development site to verify that the imported soil is free from contamination shall be undertaken in accordance with a scheme and timescale to be agreed in writing by the LPA.

Reason:

To ensure that the safety of future occupiers is not prejudiced in accordance with Policies SP1 (Delivering the Strategy) and MD7 (Environmental Protection) of the Local Development Plan.

21. Any topsoil [natural or manufactured], or subsoil, to be imported shall be assessed for chemical or other potential contaminants in accordance with a scheme of investigation which shall be submitted to and approved in writing by the Local Planning Authority in advance of its importation. Only material approved by the Local Planning Authority shall be imported. All measures specified in the approved scheme shall be undertaken in accordance with Pollution Control's Imported Materials Guidance Notes. Subject to approval of the above, sampling of the material received at the development site to verify that the imported soil is free from contamination shall be undertaken in accordance with a scheme and timescale to be agreed in writing by the LPA.

Reason:

To ensure that the safety of future occupiers is not prejudiced in accordance with Policies SP1 (Delivering the Strategy) and MD7 (Environmental Protection) of the Local Development Plan.

22. The reserved matters submissions shall ensure that no buildings or dwellings are located within a C2 Flood Zone.

Reason]:

In order to minimise flood risk and to ensure compliacne with Policies MD2 and MD7 of the LDP.

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Application No. 2016/01427/OUT

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 Local Development Plan 2011-2026.

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.

Having regard to Policies SP1-Delivering the Strategy, SP2 – Strategic Sites, SP3 – Residential Requirement, SP4 – Affordable Housing Provision, SP10-Built and Natural Environment, MG1-Housing Supply in the Vale of Glamorgan, MG2 – Housing Allocations, MG4-Affordable Housing, MG17- Special Landscape Areas, MG19 – Sites and Species of European Importance, MG20 – Nationally Protected Sites and Species, MD2-Design of New Development, MD3-Provision for Open Space, MD4-Community Infrastructure and Planning Obligations, MD5-Development Within Settlement Boundaries, MD6-Housing Densities, MD7-Environmental Protection, MD8 – Historic Environment, MD9-Promoting Biodiversity of the Vale of Glamorgan Adopted Local Development Plan 2011-2026; Supplementary Planning Guidance on Householder and Residential Development, Affordable Housing, Biodiversity and Development, Design in the Landscape, Model Design Guide for Wales, Parking Standards, Planning Obligations, Public Art, Conservation Areas in the Rural Vale, Flemingston Conservation Area Appraisal and Management Plan, Trees and Development and Sustainable Development; national guidance contained in Planning Policy Wales, TAN1 Joint Housing Land Availability Study, TAN2-Planning and Affordable Housing, TAN5-Nature Conservation and Planning, TAN6 – Planning for Sustainable Rural Communities, TAN12-Design, TAN15 – Development and Flood Risk, TAN16-Sport Recreation and Open Space, TAN18- Transport and TAN24- Historic Environment, it is considered that the proposal represents an acceptable and sustainable form of residential development that meet an identified housing need on an allocated residential site, without an unacceptable adverse impact on the character and appearance of the area, Special Landscape Area and would preserve the character of the Flemingston Conservation Area and archaeological resource. It is also considered acceptable in relation to the site access and highway safety, neighbouring and general amenities on the site, drainage, impact to ecology and protected species and other relevant environmental factors such as drainage and flood risk. The proposal meets the requirements of all 'three tests' for derogation specified under the Conservation of Habitats and Species Regulations 2010. The proposal is therefore compliant with relevant legislation and both national and local planning policy.

NOTE:

1. Please note that with regards to drainage details, Dwr Cymru/Welsh Water advises the following:

"Only foul water from the development site shall be allowed discharge to the public sewerage system and this discharge shall be made downstream of manhole reference number ST01694001."

Please see their response dated 14 July 2017 for full details.

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. This consent does not convey any authorisation that may be required to gain access onto land not within your ownership or control.
4. This 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.
5. 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.

6. **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.**
7. **You will note that a condition has been attached to this consent and refers to an archaeologist being afforded the opportunity to carry out a watching brief during the course of developments. It would be advisable to contact the Glamorgan-Gwent Archaeological Trust, at Heathfield House, Heathfield, Swansea, SA1 6EL. Tel: (01792 655208) at least two weeks before commencing work on site in order to comply with the above condition.**
8. **Provision must be made to ensure that no polluting discharge from haul roads and disturbed areas enter any watercourse. Contact Natural Resources Wales, Cambria House, 29, Newport Road, Cardiff. CF24 0TP; telephone number 02920 772400 for more information.**
9. **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).**
10. **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.**
11. **Please note that as the tree(s) referred to in this application are not situated on land in your ownership you are strongly advised to contact the owner in order to obtain their permission as necessary prior to carrying out the works hereby approved.**
12. **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).**

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Application No. 2016/01427/OUT

13. Before work is commenced the applicant must ensure that, where necessary, the appropriate Building Regulation consent has been obtained.
14. The developer should contact Wales and West Utilities prior to the commencement of development to establish whether any infrastructure under the site will affect the development.

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

DRAFT

Head of Regeneration and Planning

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

Note for applicant/agent

THESE NOTES SHOULD ALWAYS BE REPRODUCED
WITH COPIES OF THE DECISION NOTICE

NOTES

Notification to be sent to an applicant when a Local Planning Authority refuse planning permission or grant it subject to conditions.

Appeals to the Welsh Government:

- If you are aggrieved by the decision of the Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Welsh Government under Section 78 of the Town and Country Planning Act 1990 (as amended).
- If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from The Planning Inspectorate, Crown Buildings, Cathays Park, Cardiff CF10 3NQ.
- The Welsh Government can allow a longer period of an appeal, but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Welsh Government need not consider an appeal if it seems that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any Development Order and to any directions given under a Development Order.
- In practice, the Welsh Government does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by them.

Purchase Notices:

- If either the Local Planning Authority or the Welsh Government refuses permission to develop land or grants it subject to conditions, the owner may claim that he/she can neither put the land to a reasonable beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
- In these circumstances, the owner may serve a Purchase Notice on the Council. This notice will require the Council to purchase his/her interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990 (as amended).

PLEASE NOTE: THIS NOTICE RELATES ONLY TO A PLANNING DECISION AND DOES NOT RELATE TO OTHER LEGISLATION INCLUDING ANY LEGISLATION UNDER:

BUILDING REGULATIONS
LISTED BUILDING LEGISLATION
HIGHWAY LEGISLATION

IF PLANNING CONSENT HAS BEEN GRANTED IT IS ADVISABLE TO ESTABLISH WHETHER ANY OTHER FORM OF CONSENT IS REQUIRED AND TO OBTAIN SUCH CONSENT BEFORE COMMENCING DEVELOPMENT

Please quote the application number in all correspondence.

SECOND SCHEDULE

The Owners' 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 scheme approved pursuant to paragraph 1.1 above shall be implemented in accordance with the approved details and be maintained to adoptable standards for at least 20 years after implementation unless the Public Open Space Land is transferred to the Council pursuant to paragraph 1.3 below in which case paragraph 1.4 shall apply.
- 1.3 If the Owners and the Council so agree, the Public Open Space Land shall be transferred to the Council free of charge.
- 1.4 In the event that the Public Open Space Land is transferred to the Council pursuant to paragraph 1.3, 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. EDUCATION

- 2.1 To pay the Education Contribution to the Council in the following instalments:
- i) ten percent (10%) of the Education Contribution within six (6) months following Commencement of Development
 - ii) forty percent (40%) of the Education Contribution prior to the first Occupation of seventy five (75) dwellings;
 - iii) twenty five percent (25%) of the Education Contribution prior to the first Occupation of One Hundred (100) dwellings
 - iv) the remaining balance of the Education Contribution prior to the first Occupation of Two hundred (200) dwellings.

3. SAFEGUARDED LAND

- 3.1 The Owner or Developer shall not dispose of or carry out any development on the Safeguarded Land prior to the 15th anniversary of the date of this Deed and consent to the entry on to the title registers of the Site of a Restriction in the following terms:

"No disposition of that part of the property shown edged red on the Plan attached to this Restriction 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 paragraph 3 of the Second Schedule of an agreement dated _____ and made between (1) Vale of Glamorgan Council (2) the First Owner (3) the Second Owner and (4) Developer have been complied with or do not apply"

3.2 Within 30 Working Days of receipt of a written request from Council to transfer the Safeguarded Land to the Council, such request not to be made prior to Commencement of Development, to transfer the Safeguarded Land to the Council on the terms set out in the Fifth Schedule.

4. VIABILITY REVIEW

4.1 In the Event that any of the Dwellings are not Practically Complete on the Trigger Date the Owner will submit a Viability Appraisal to the Council:

- (i) within 20 Working Days of Practical Completion of the 200th Dwelling to be Practically Completed; or
- (ii) in the event that the 200th Dwelling is Practically Completed before the Trigger Date within 20 Working Days of the Trigger Date;

and pay the Council's costs in having the Viability Appraisal independently assessed by the District Valuer.

4.2 Following assessment of the Viability Appraisal submitted in accordance with paragraph 4.1 above by the District Valuer the formula set out in paragraph 4.3 shall be used to calculate whether the Development can afford to pay part of or all of the Planning Obligations.

4.3 $X = (A - C) - P$

Where:

X = Amount available for contribution to the Planning Obligations;

A = Development Value approved by the District Valuer following the submission of the Viability Appraisal submitted pursuant to paragraph 4.1;

C = Development Costs approved by the District Valuer following the submission of the Viability Appraisal submitted pursuant to paragraph 4.1;

P = $A \times 17.5\%$ - being the allowable Owner profit as approved by the District Valuer as part of the Planning Application.

4.4 If X in paragraph 4.3 is a positive figure then the Owners shall pay the sum of X to the Council on either:

4.4.1 the date of Occupation of the 1st Dwelling; or

4.4.2 in the event that the date of Occupation of the 1st dwelling has already occurred, the date 30 days after X is agreed or determined.

4.5 For the avoidance of doubt any payment made pursuant to paragraph 4.4 shall be capped at the total amount of the Planning Obligations subject to Indexation in accordance with Clause 12.

4.6 Any payment made pursuant to paragraph 4.4 shall be allocated by the Council to the Planning Obligations in such proportions are deemed necessary at the time of receipt of such funds by the Council.

5. HIGHWAYS WORKS

5.1 To Practically Complete the Highways Works prior to the Occupation of the first Dwelling.

THIRD SCHEDULE

Affordable Housing Covenants

PART 1

- 1.1 To construct or procure the construction of the Affordable Housing Units:
- (a) in accordance with the Planning Permission;
 - (b) 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;
- and use all reasonable endeavours to transfer to the RSL either:
- (i) the Affordable Housing Units Practically Complete; or
 - (ii) the land upon which the Affordable Housing Units are to be built or the Affordable Housing Units partially constructed PROVIDED that there is a legal agreement in place to require the Owner to Practically Complete the Affordable Housing Units.
- 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 (or the land upon which it is to be built) 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 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:
- 1.3.1 Practically Completed and Transferred to the RSL; or
 - 1.3.2 Practically Completed and the Owner has acted in accordance with 1.3.2(a) and 1.3.2(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 That no service charge shall be imposed by the Owners on any of the Affordable Housing Units, unless the RSL agrees to contribute towards the service charge.
- 1.10 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 and maintain roads and footpaths to serve the Affordable Housing Units to the adoptable standard required by the local Highway Authority;
 - (b) a covenant to use reasonable endeavours to procure the adoption of the roads and footpaths serving the Affordable Housing Units by the local Highway Authority;
 - (c) full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Unit;
 - (d) a covenant to construct and maintain drains and sewers to serve the Affordable Housing Units to the adoptable standard required by the local Highway Authority or Statutory Undertaker for water and sewerage, as appropriate;
 - (e) a covenant to use reasonable endeavours to procure the adoption of the drains and sewers serving the Affordable Housing Units by the local Highway Authority or Statutory Undertaker for water and sewerage, as appropriate;
 - (f) 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
 - (g) 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

- 1.11 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 1.11 (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

PROVIDED THAT at all times the rights and obligations in this clause 1.11 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

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 payee, such amount of any payment made to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within five years (or ten years in respect of the Affordable Housing Contribution and twenty years in respect of any Public Open Space commuted sum paid pursuant to paragraph 1.4 of the Second Schedule) 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 payee to the Council.
3. In the event of a disposal in accordance with Paragraph 1.11(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.

FIFTH SCHEDULE

Land Registry

Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the

1	Title number(s) out of which the property is transferred: [WA987765]
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>Part of the freehold property at Cowbridge Road, St Athan, Vale of Glamorgan</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p>Vale of Glamorgan Council</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p>

constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:
- an 'X' is placed:
- in the first box, or

	(b) Registered number in the United Kingdom including any prefix:
7	Transferee's intended address(es) for service for entry in the register:
8	The transferor transfers the property to the transferee
9	Consideration The transferor has received from the transferee for the property the following sum (in words and figures): <input checked="" type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee Save that: (a) the covenants set out in Section 2(1)(b) Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to include any obligation on the Transferor to pay the costs of complying with that covenant but instead shall extend to include an obligation on the part of the Transferee to pay those costs (b) the Transferor shall not be liable under any of the covenants set out in Sections 2(1)(a) or 3 of the Law of Property (Miscellaneous Provisions) Act 1994 (c) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 will extend only to charges or incumbrances created by the Transferor.
11	Declaration of trust. The transferee is more than one person and <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares

- in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance. These guides are available on our website www.landregistry.gov.uk

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

they are to hold the property on trust:

12 Additional provisions

12.1 Definitions

In this transfer:

12.1.1 **'Conditions of Entry'** the conditions to which any right to enter granted in clause 12.2.1 or excepted and reserved by clause 12.3.1 is subject, which are that the right shall be subject to the person exercising the right:

- (a) effecting entry at a reasonable time (or at any time in an emergency);
- (b) giving reasonable notice to the person whose premises are being entered (but no notice needs to be given in an emergency)
- (c) causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and
- (d) complying with any reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry;

12.1.2 **'Planning Agreement'** any agreement required in connection with the grant of the Planning Consents and/or required by the local planning authority or by any authority or body responsible for highways, sewerage, water, gas, electricity or communication services in relation to the development of the Property and/or the Retained Land or any part thereof. Such agreement may be under any of the following statutes or similar legislation:

- (a) Town and Country Planning Act 1990;
- (b) Local Government Act 1982;
- (c) Electricity Act 1989;
- (d) Gas Act 1986;
- (e) Highways Act 1980;
- (f) Water Act 1989;
- (g) Water Industry Act 1991;;

and the expression **Planning Agreement** includes a unilateral undertaking pursuant to section 106 of the Town and Country Planning Act 1990 and any act for the time being amending or replacing the same and all regulations and orders made under it and any other legislation relating to town and country planning in force from time to time including the Planning (Listed Buildings and Conservation Areas) Act 1990;

12.1.3 '**Planning Consents**' the outline planning permission for the development of the Property and Retained Land dated []

12.1.4 '**Relevant Authority**' any entity with statutory rights or obligations concerned with the adoption of roads, sewers or service apparatus or the provision of Services.

12.1.5 '**Retained Land**' the land and buildings retained by the Transferor shown edged blue on the Plan being that part of the land comprised in title numbers [] and [] as is not comprised in the Property;

12.1.6 '**Section 106 Agreement**' the section 106 agreement dated [];

12.1.7 '**Services**' water, soil, effluent, gas, fuel, oil, electricity, telephone, telephonic signals, drainage and other services;

12.1.8 '**Service Apparatus**' any foul and surface water sewers, drains, channels, pipes, watercourses, gutters, wires, cables, ducts, flues, conduits, laser optic fibres, electronic data or impulse communication transmission or reception systems and other conducting media, septic tanks, holding tanks and sewage treatment works, drainage and attenuation ponds and associated equipment for the supply and/or removal of Services;

12.1.9 '**Title Matters**' any matters, other than any financial charge, contained or referred to in the entries or records made in registers maintained by the Land Registry of title number [];

12.1.10 words importing one gender shall be construed as importing any other gender;

12.1.11 words importing the singular shall be construed as importing the plural and vice versa;

12.1.12 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;

12.1.13 where any party comprises more than one person the obligations and liabilities of that party under this transfer shall be joint and several obligations and liabilities of those persons;

12.1.14 the panel and clause headings do not form part of this transfer and shall not be taken into account in its construction or interpretation;

12.1.15 any reference to a clause is to one so numbered in this panel unless otherwise stated;

12.1.16 any reference to a colour or letter is to one on the Plan;

12.1.17 any obligation in this transfer on the Transferee or Transferor not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person;

12.1.18 **Retained Land and the Property** include each and every part thereof respectively and any buildings constructed on it;

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

12.1.19 **Transferor** and **Transferee** include their respective successors in title and assigns the owners and occupiers from time to time of the Retained Land and the Property respectively.

12.2 Rights granted for the benefit of the property

None

12.3 Rights reserved for the benefit of the Retained Land

12.3.1 There are reserved out of the Property for the benefit of the Retained Land the following rights:

(a) a right of way at all times for all purposes over and along the Property with or without vehicles plant or machinery;

(b) the right (subject to the Conditions of Entry) for the Transferor at any time to install, connect into and use any Service Apparatus laid or to be laid along, under or over the Property;

(c) the right (subject to the Conditions of Entry) for the Transferor to enter and for so long as is reasonably necessary remain with or without workmen, plant and equipment as is reasonably necessary for the purpose of exercising its right contained in (b) above and inspecting, cleansing, maintaining, altering, testing, replacing, repairing and renewing the Service Apparatus;

(d) the right (subject to the Conditions for Entry) for the Transferor to enter adjoining parts of the Property with or without professional advisers, workmen or equipment so far as reasonably necessary to inspect or carry out works to the Retained Land which cannot reasonably be carried out from within the Retained Land

(e) the right to develop the Retained Land and erect any building upon it in accordance with the Planning Consents notwithstanding that it may interfere with the free access of light or air to any building erected or to be erected on the Property;

(f) the right to grant for the benefit of the Retained Land all easements, wayleaves, licences, rights and privileges required over the Property (but not any part of the Property comprising or to comprise a dwelling or its curtilage) by the local authority, all statutory undertakers, British Telecom, oil and gas and electricity supply companies and television and radio service companies in connection with the services usually provided or maintained by them for the benefit of the Retained Land;

PROVIDED THAT the Transferor shall cause as little damage and inconvenience as possible and make good all damage to the reasonable satisfaction of the Transferee;

(g) the right of subjacent and lateral support for the Retained Land from the Property.

12.4 Restrictive covenants by the Transferee

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

12.4.1 The Transferee covenants with the Transferor, for the benefit of the Retained Land (and each and every part thereof), with the intention of binding the Property not to use the Property other than as a cycle way and to dedicate the same as highway maintainable at the public expense.

12.5 Restrictive covenants by the Transferor

None

12.6 Positive covenants by the Transferee

12.6.1 The Transferee covenants with the Transferor, for the benefit of the Retained Land (and each and every part thereof), with the intention of binding the Property not to make any disposition (other than a charge) of the Property until it shall have first procured the execution of a deed of covenant by the intended transferee or other disponee in favour of the Transferor (in the form annexed to this Transfer) covenanting to comply with clauses 126.3 of this Transfer insofar as the obligations contained in such clauses are subsisting and capable of taking effect and deliver the same to the Transferor;

12.6.2 The Property is transferred subject to and with the benefit of the Title Matters. The Transferee covenants by way of indemnity on behalf of the Transferee and its successors in title to observe and perform the Title Matters in so far as they relate to the Property and are subsisting and capable of taking effect;

12.6.3 The Transferee shall at the cost of the Transferor (provided such costs are reasonable and proper) within 20 working days of request consent to and join in any Planning Agreements or variations of Planning Agreements as are required by the Transferor to procure the adoption or dedication required under the Planning Agreements or and any agreements required for the provision of Services on the Property and/or Retained Land or for the grant of planning permission for the development of the Retained Land on terms reasonably required by the Transferor and will cooperate with the Transferor in respect of completion of such Planning Agreements or variations thereof.

PROVIDED THAT:

(i) the Transferee will enter into a Planning Agreement as landowner only and without obligations to make any payment or carry out any works; and

(ii) the Transferor will indemnify and keep the Transferee indemnified against all liabilities arising from any obligations in any Planning Agreement the Transferee enters into at the request of the Transferor pursuant to this clause.

12.7 Restrictions

12.7.1 The parties apply to the Land Registrar for entry of the following restriction in the proprietorship register of the Property:

No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the Transferor's conveyancer that the provisions of

clause 12.6.3 of a Transfer dated [] made between (1) and (2) has been complied with

12.8 Agreements and declarations

It is agreed and declared as follows:

12.8.1 The Transferee shall not be entitled to the continuance of, nor shall he by virtue of this transfer or of the Law of Property Act 1925 Section 62 acquire, any easement, right, privilege or advantage over or in respect of the Retained Land or acquire any appurtenant right referred to in the property register of the title above-mentioned or be entitled to the benefit (which benefit is exclusively reserved to the Transferor) of or to enforce or to have enforced or to prevent the release or modification of any covenant, agreement or condition entered into by any person with the Transferor or his predecessors in title to the Retained Land save in so far as is specifically granted in this transfer.

12.8.9 None of the terms of this Transfer will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

12.9 Positive covenants by the Transferor

12.9.1 The Transferor covenants with the Transferee for the benefit of the Property with the intention of binding the Retained Land, within [8] weeks of the date of this transfer to erect a good and sufficient [post and rail][post and wire] fence along the boundary of the Retained Land between the points marked A and B, B and C, C and D on the plan attached to this transfer, to a minimum height of [1.2] metres;

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee may also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance.

13	Execution
	Executed as a Deed by
	Witness Signature
	Name
	Address

	Executed as a Deed by
	Witness Signature
	Name
	Address

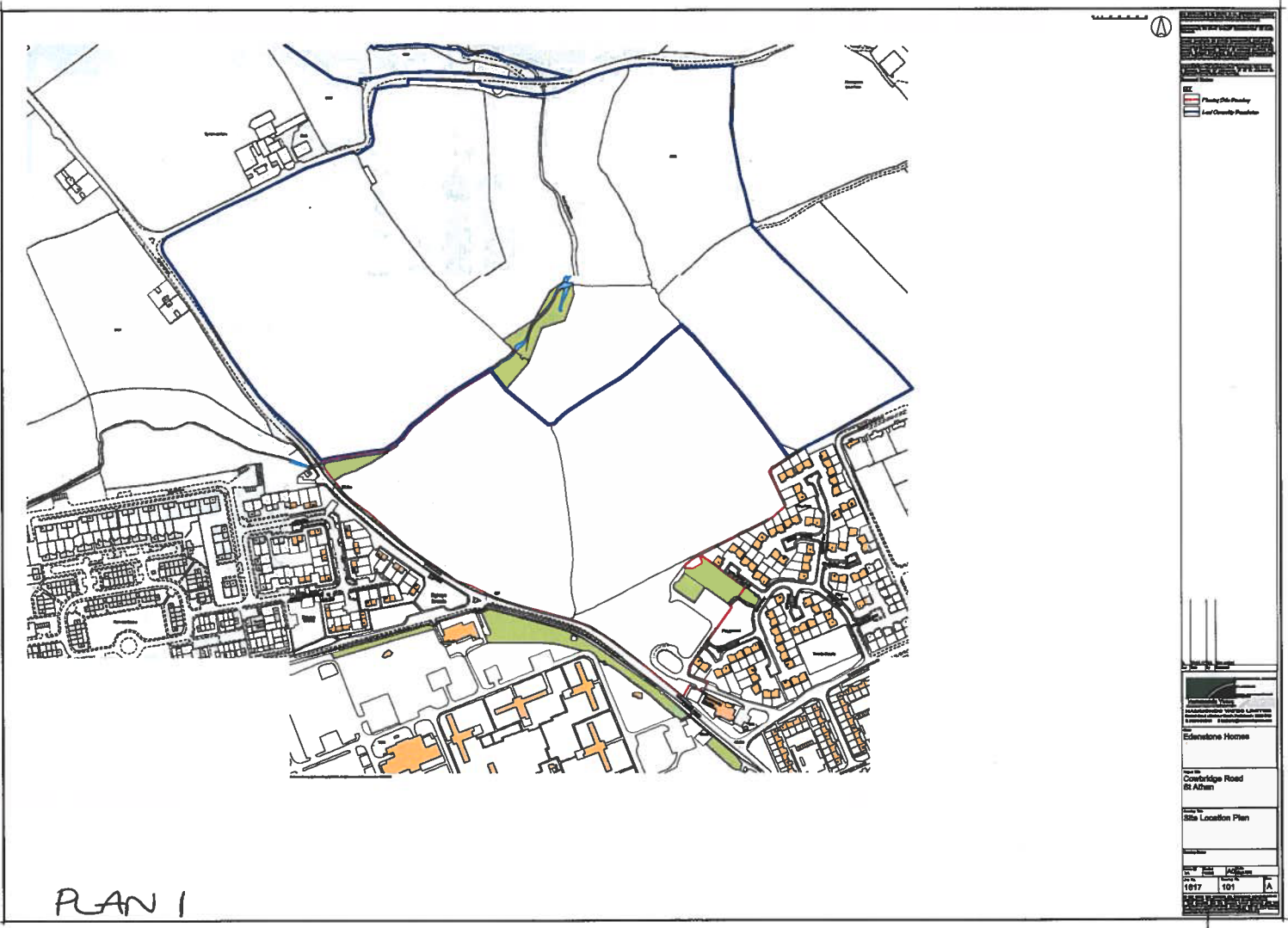
WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003. © Crown copyright (ref: LR/HO) 10/12

PLANS



1:1000

North Arrow

Legend

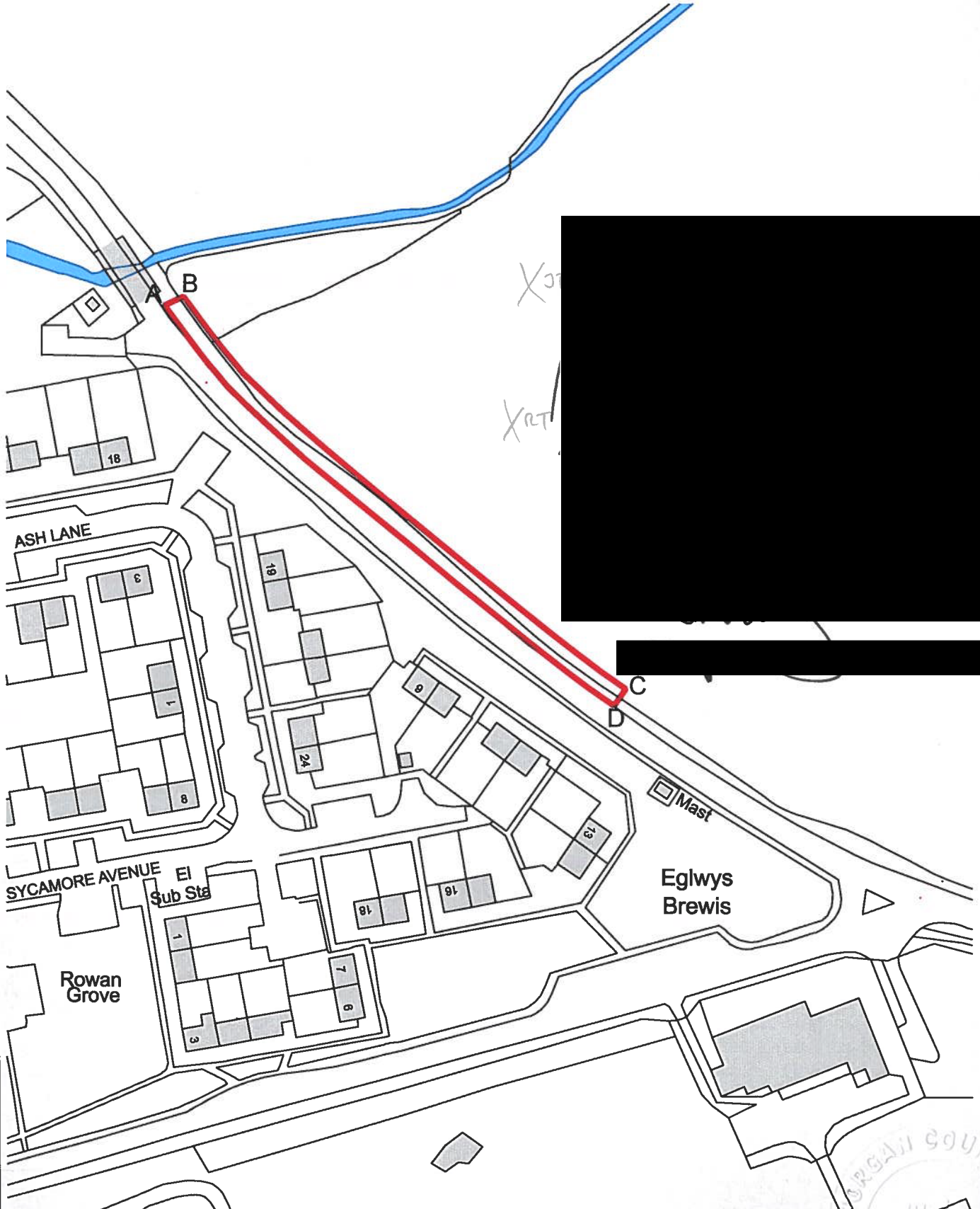
- Blue line: Planning Site Boundary
- Red line: Land Ownership Boundary

Edenstone Homes

1017 101 A



10 5 0 10 20 30 40 50



Project Title
Cowbridge Road, St Athan

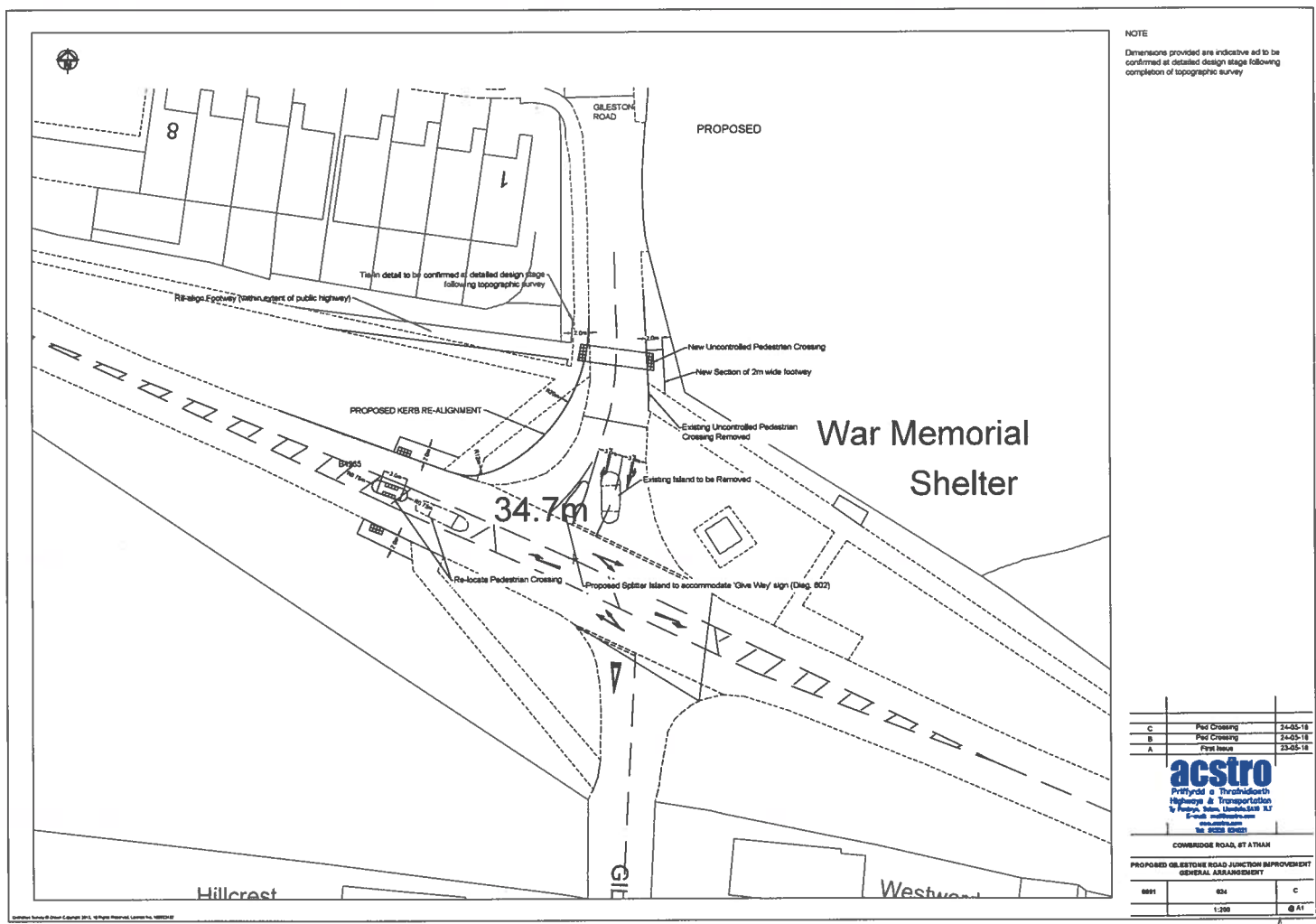
Drawing Title
S106 Cycleway Transfer

PLAN 2

Drawn By DA	Checked By	Scales 1:1250	A4	Date May 2019
Project No. 1617	Drawing No. TP01	Rev.		

**Eden
STONE**
HOMES

1st Floor
Building 102
Wales 1 Business Park
Magor
NP26 3DG
Tel 01291 674800



NOTE
Dimensions provided are indicative and to be confirmed at detailed design stage following completion of topographic survey

C	Ped Crossing	24-05-18
B	Ped Crossing	24-05-18
A	Foot Issue	23-05-18

astro
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Highways & Transportation
To Perth, Inland, Unimob, LRT
E-mail: perth@astro.com.au
Tel: 9358 5200

CORNER ROAD, ST ATHAN

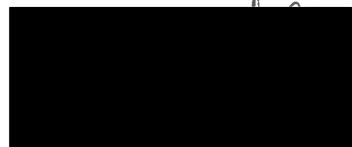
PROPOSED GILESTONE ROAD JUNCTION IMPROVEMENT
GENERAL ARRANGEMENT

REV	BY	C
	1:200	0/1

PLAN 3

XJT

XRT



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

[Redacted]

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



17139
1 of 3

SIGNED AS A DEED BY
JOHN WILLIAM THOMAS
In the presence of:

XJT

[Redacted]

Witness: X

[Redacted]

Address: X

Occupation: X

SIGNED AS A DEED BY
RHIANNON KATE THOMAS
In the presence of:

XRT

[Redacted]

Witness: X

[Redacted]

Address: X

[Redacted]

Occupation: X

SIGNED AS A DEED BY
ANNINGTON PROPERTY LIMITED

acting by:-

Director:

[Redacted]

Director: