

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

relating to the development of land at
Swanbridge Road, Sully, Vale of Glamorgan

Dated : 15th June

2022

- (1) Vale of Glamorgan Council
- (2) David Paul Le Masurier and Jeremy Lynn Davies
- (3) Taylor Wimpey UK Limited

DATE

15th JUNE

2022

PARTIES

- (1) **Vale of Glamorgan Council** of Civic Offices, Holton Road, Barry, CF63 4RU (“**Council**”); and
- (2) **DAVID PAUL LE MASURIER** of [REDACTED] **JEREMY LYNN DAVIES** of [REDACTED] (together the “**Owner**”)
- (3) **Taylor Wimpey UK Limited** of Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR (“**Developer**”)

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Owner is the freehold owner of the Site being part of the land registered at HM Land Registry with Title no.CYM650245.
- 3 The Developer has entered into an option agreement with the Owner to buy the Site.
- 4 The Developer has submitted the Application to the Council and the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 5 The Council agrees that in accordance with regulation 123 of the Community Infrastructure Levy Regulations 2010 none of the obligations that are the subject of this Deed have, prior to the date of this Deed, been the subject of five (5) or more obligations under Section 106 of the Act entered into with the Council since 6 April 2010 for that infrastructure project or type of infrastructure and in the event that five (5) or more obligations have been entered into prior to the date of this Deed then the Council agrees that such obligations shall not be enforceable under this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

“Acceptable Cost Guidance”

means the published list of acceptable costs per dwelling according to the relevant dwelling type in question and current at the time of the start of construction of each phase of the Development (as identified in the reserved matters applications that will be submitted by the Developer in relation to the Planning Permission) or current at the date the Developer enters into an agreement to provide the relevant dwellings with an RSL (whichever occurs soonest) as determined by the Welsh Government from time to time (or a subsequent alternative list of costs used or published at the relevant time and having the same effect as that which was published by the Welsh Government at the date of this Deed);

“Act”	means the Town and Country Planning Act 1990;
“Administration Fee”	means the costs of the Council (excluding any legal costs) incurred in negotiating and monitoring the implementation of the obligations contained in this agreement being Twenty Six Thousand Six Hundred Pounds (£26,600) payable in instalments of £13,300 (“the First Instalment”) and £13,300 (“the Second Instalment”);
“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”	<p>means an amount to be calculated in accordance with the following formula:</p> <p>A + B</p> <p>Where:</p> <p>A = 0.58 x Acceptable Cost Guidance in respect of the Social Rented Housing Units; and</p> <p>B = 0.30 x the Market Value in respect of the Intermediate Housing which the parties shall use their reasonable endeavours to agree (with the Owner to provide as comparable pricing details of similar house types to the Intermediate Housing on the Development on request) but if not so agreed within 10 Working Days the Market Value shall be determined in accordance with the dispute resolution procedure set out at Clause 8 to be spent on the provision of Affordable Housing to meet housing need in the Vale of Glamorgan;</p>
“Affordable Housing Units”	means those Dwellings to be built and thereafter occupied as Affordable Housing subject to the provisions of this Deed comprising not less than 40% of the total number of Dwellings to be built on the Site pursuant to the Planning Permission of which 70% (rounded up) shall be Social Rented Housing and the remainder shall be Intermediate Housing;
“Application”	means the application for outline planning permission registered by the Council on 28 December 2016 submitted to the Council for the Development and allocated reference number 2016/01520/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 erection of any temporary means of enclosure, the temporary display of site notices or advertisements ecological works and "Commence Development" shall be construed accordingly;

"Community Facilities"

means facilities (a park, building or structure) or services within Sully which meet local community needs and are publicly available, which consists of either the provision of new facilities in Sully ward boundary or the enhancement of existing community facilities, including (but not limited to):

- (a) community halls in the village;
- (b) the sports and social club;
- (c) the library;
- (d) provision of mobile library services in the area;
and/or
- (e) the provision of dual use facilities at the local Primary school;

"Community Facilities Contribution"	means a financial contribution in the sum of One Thousand Two Hundred and Eight Pounds (£1,208.00) per Dwelling as authorised by Reserved Matters Consent on the Site payable to the Council to provide or improve the Community Facilities;
"Development"	means the development of the Site for the construction of residential development of up to 190 units with associated access and associated works as set out in the Application;
"Development Quality Requirements"	means the development quality requirements produced by the Welsh Government for the construction of the Affordable Housing Units published in 2005 (as updated in 2014);
"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 twelve thousand, six hundred and ninety pounds and forty pence (£12,690.40) per Dwelling as authorised by the Reserved Matters Consent on the Site payable to the Council to provide or enhance educational facilities in schools serving the Sully catchment for Nursery, Primary and Secondary school children;
"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;
"Index"	means the All Items Index of Retail Prices issued by the Office for National Statistics or in the event that the index ceases to be published or if the basis on which it is calculated is altered to a material extent such other index which most closely resembles it to be agreed between the Parties;
"Interest"	means interest at 4 per cent above the base lending rate of Barclays Bank Plc from time to time;
"Intermediate Housing"	means Affordable Housing Units comprising: <ul style="list-style-type: none"> (a) low cost home ownership units where capital prices are below open market housing prices; or

(b) rented housing units let through the Council's Homes4U scheme where rents are above those of Social Rented Housing but below the Local Housing Allowance for the relevant property size in the Vale of Glamorgan as determined by the Welsh Government;

PROVIDED THAT this does not include low cost market housing which the Welsh Government does not consider to be Affordable Housing for the purpose of the land use planning system;

"Key events"

means each of:

- (i) Commencement of Development;
- (ii) Occupation of the 54th Dwelling;
- (iii) Occupation of the 108th Dwelling;

"Local Housing Allowance"

means the flat rate allowance payment made by the Council to eligible tenants in privately rented accommodation as calculated by Rent Officers Wales and published annually on the Council's website;

"Management Company"

means a management company or other legal entity (which either is already in existence or is to be created) for the purposes of managing and maintaining the Public Open Space Land in accordance with the Public Open Space Scheme;

"Market Housing Units"

means that part of the Development which is general market housing for sale on the open market and which are not Affordable Housing and Market Housing Unit shall be construed accordingly;

"Market Value"

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

"Notice Period"

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

"Occupation", "Occupy" and "Occupied"

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

"Off Site Highways Works Contribution"

means a contribution of **Thirteen Thousand Pounds (£13,000)** payable to the Council for the purpose of

	carrying out highways works at the roundabout junction of Cardiff Road and Sully Moors Road;
"Party"	means the Council, the Owner or the Developer as appropriate and "the Parties" shall be construed accordingly;
"Pedestrian Footway/Cycleway"	means the pedestrian footway/cycleway link along the western side of Swanbridge Road between the vehicular access to the Site on Swanbridge Road, labelled A, and the point to the south of the Site, labelled B, and as shown indicatively on Plan 2 (ref W120604A/A/02 rev J) and which is to be constructed by the Developer and for the avoidance of doubt shall be constructed only on land within the ownership of the Owner;
"Plan 1"	means the plan attached to this Deed and marked Plan 1 (showing the Site edged red);
"Plan 2"	means the plan attached to this Deed and marked Plan 2 (ref W120604A/A/02 rev J showing the Pedestrian Footway/Cycleway);
"Planning Permission"	means the outline planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in draft form in the First Schedule;
"Practical Completion"	means the date on which a Dwelling is certified as having been completed in accordance with the requirements of the National House Building Council (or like regulatory body) so as to enable immediate Occupation;
"Public Art"	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;
"Public Open Space"	means land laid out as public garden, or used for the purpose of public recreation, or open space of public value including land or areas of water which offer opportunities for sport, recreation and tourism and children's playgrounds;
"Public Open Space Contribution"	means a sum payable to the Council to provide or enhance Public Open Space in or in the vicinity of the Site which sum shall be calculated in accordance with Paragraph 1.3 of the Second Schedule;

"Public Open Space Land"	means land on which the Public Open Space is to be laid out;
"Public Open Space Maintenance Sum"	means a sum payable to the Council for the Council to maintain the Public Open Space Land for a 20 year period (such period starting on the date of the transfer), which will be calculated and agreed prior to the transfer of it with the Owner/Developer and the Council both acting reasonably in relation to the calculation of the sum;
"Public Open Space Scheme"	means a scheme to be approved by the Council pursuant to paragraph 1.1 of the Second Schedule for the provision of Public Open Space within the Site at a ratio of at least 18.56 square metres per Dwelling, comprising at least 5.8 square metres of equipped play space per Dwelling, or as otherwise approved by the Council pursuant to paragraph 1.3 of the Second Schedule;
"Reserved Matters Consent"	means all and any reserved matters planning consent(s) granted pursuant to the Planning Permission relating to the Site whether in whole or in part;
"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 15 th June 2022 and made between (1) Vale of Glamorgan Council (2) David Paul Le Masurier and Jeremy Lynn Davies (3) Taylor Wimpey UK Limited have been complied with;
"RSL"	means a registered social landlord as defined in Part 1 of the Housing Act 1996 who is registered with the Welsh Government pursuant to Section 3 of that Act and has not been removed from the register pursuant to Section 4 of that Act and is zoned for any development in the Vale of Glamorgan;
"Sale Notice"	means a notice served by the Developer on the RSL which informs the RSL that the construction of an Affordable Housing Unit(s) has been completed and is available for Transfer to an RSL and offering to sell those Affordable Housing Unit(s) to the RSL at a price equal to 42% of the Acceptable Cost Guidance in respect of the Social Rented Housing and at a price equal to 70% of the Market Value (net of any incentives offered for the Market Housing Units and of an equal

	specification including fixtures and fittings) in respect of the Intermediate Housing to reflect its designation as an Affordable Housing Unit(s);
"Site"	means the land against which this Deed may be enforced as shown edged red on Plan 1;
"Social Rented Housing"	means housing 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 Two Thousand Two Hundred Pounds (£2,200) per Dwelling as authorised by the Reserved Matters Consent on the Site payable to the Council to be used by the Council to provide or improve Sustainable Transport Facilities serving the Development, less the approved cost of providing the Pedestrian Footway/Cycleway if the Pedestrian Footway/Cycleway is provided by the Developer in accordance with paragraph 2 of the Second Schedule;
"Sustainable Transport Facilities"	means information, facilities, services, projects or infrastructure which provides or improves access for pedestrians, cyclists, public transport users, motor cycles, taxis or car sharers in the vicinity of the Site, which includes (but it not limited to) one or more of the following: <ul style="list-style-type: none"> (a) improving pedestrian routes between the Site and the village centre; (b) improving pedestrian routes between the Site and bus stops in the village; (c) improving access to areas of Public Open Space; (d) improvements in respect of bus services and facilities serving the Development; (e) improving cycle provision in the village centre and the vicinity of the Site; (f) upgrading pedestrian routes in the village centre; (g) improving pedestrian crossings on South Road; and (h) improving the signage and lighting of routes; (i) the procurement/provision of the Pedestrian Footway/Cycleway;

"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 and equal to 70% of the Market Value (net of any incentives offered for the Market Housing Units) and of an equal specification including fixtures and fittings) of the Market Housing Units in respect of the Intermediate Housing and "Transferred" shall be construed accordingly;

"Working Day" means any day of the week other than a Saturday, Sunday or any statutory bank holiday.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph, Schedule, Appendix or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, Appendix, Schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council or the successors to its statutory functions.
- 2.7 Headings where they are included are for convenience only and are not intended to influence the interpretation of this Deed.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner/Developer under this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as local planning authority against the relevant covenanting party subject to clause 5.

4 **CONDITIONALITY**

Clauses 5 and 6 of this Deed are conditional upon and will not take effect until:

- 4.1 the grant of the Planning Permission; and
- 4.2 the Commencement of Development.

5 **THE OWNER'S AND DEVELOPER'S COVENANTS**

The Owner and the Developer covenant with the Council as set out in the Second and Third Schedules PROVIDED THAT the Developer shall only be liable to observe and perform the restrictions and obligations contained in this Deed (including the Schedules) where it acquires a freehold or leasehold interest in any part of the site save for clause 7.1 which the Developer shall perform in any event.

6 **THE COUNCIL'S COVENANTS**

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

7 **MISCELLANEOUS**

- 7.1 The Developer shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed;
- 7.2 The Owner shall pay to the Council:
 - 7.2.1 within 90 days of Commencement of Development the First Instalment of the Administration Fee; and
 - 7.2.2 prior to Occupation of the 54th Dwelling the Second Instalment of the Administration Fee.
- 7.3 Nothing in this Deed shall create any rights in favour of any person not a party to it pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 7.4 This Deed shall be registrable as a local land charge by the Council.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner and the Developer) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site 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 7.8.
- 7.9 Obligations contained in this Deed shall not be enforceable against:
 - 7.9.1 owner-occupiers or tenants of Market Housing Units constructed pursuant to the Planning Permission and their successors in title: nor

- 7.9.2 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
- 7.9.3 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.
- 7.10 Obligations contained in the Second Schedule and paragraphs 1.1 and 1.3 to 1.10 (inclusive) of the Third Schedule of 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.
- 7.11 The Parties agree with one another to act reasonably and in good faith in the fulfilment of the objectives of this Deed.
- 7.12 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.
- 7.13 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.
- 7.14 The liability of David Paul Le Masurier and Jeremy Lynn Davies under this Deed shall not be personal and shall at all times be limited to the value of the assets for the time being of the AT Yeld-Stephens Will Trust

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 Owner: Parker Bullen LLP of 8 Newbury Street Andover SP10 1DW, marked for the attention of GBT;
- c. for the Developer: Ground Floor, Eastern Business Park, Wern Fawr Lane, St. Mellons Cardiff. CF3 5EA, marked for the attention of Richard Price;

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 Owner/Developer agrees to give to the Council notice in writing within 15 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 Owner agrees with the Council to give the Council immediate written notice of any change in ownership (save for the disposal of a Market Housing Unit) 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, Third and Fourth Schedules shall if there is any increase or decrease in the Index be increased or decreased (as the case may be) by an amount equivalent to the increase or decrease in the Index from the date hereof until the date on which such sum is payable.

13 INTEREST

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

14 VAT

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

15 JURISDICTION

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

16 DELIVERY

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

FIRST SCHEDULE
Form of Draft Planning Permission

THE VALE OF GLAMORGAN COUNCIL

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

OUTLINE PLANNING PERMISSION

Agent:
Paul Williams
Savills,
12, Windsor Place,
Cardiff,
CF10 3BY

Applicant:
Taylor Wimpey Plc
c/o Agent

Residential development of up to 190 units with associated access and associated works at Land West of Swanbridge Road, Sully

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 20 July 2018 subject to the following condition(s):

1. Approval of the access, layout, scale, appearance, and landscaping (hereinafter called "the reserved matters") shall be submitted to and approved in writing by the Local Planning Authority before any development is commenced.

Reason:

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

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

Reason:

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

3. The development to which this permission relates must be begun not later than whichever is the later of the following dates:

(a) The expiration of five years from the date of this permission.

(b) The expiration of two years from the date of the final approval of the reserved matters or, in the case of approval on different dates the final approval of the last such matters to be approved.

Reason:

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

4. Prior to the first beneficial occupation of any dwelling, a Travel Plan shall be submitted to and approved in writing by the Local Planning Authority and shall include a package of measures tailored to the needs of the site and its future users to widen travel choices by all modes of transport and encourage sustainable transport.

Reason:

To ensure the development accords with sustainability principles and that the site is accessible by a range of modes of transport in accordance with Policies SP1 and MD2 of the Local Development Plan.

5. Prior to the commencement of the construction of any of the dwellings, a scheme, including details of the timing, for the provision and maintenance of the Public Open Space (including children's play equipment) shall be submitted to and approved in writing by the Local Planning Authority, and the public open space shall thereafter be provided in accordance with the agreed details.

Reason:

To ensure the timely provision of open space in the interests of the amenity of future occupiers and the wider area and to ensure compliance with Policy MD3 of the Local Development Plan.

6. Prior to the first beneficial occupation of any dwelling hereby approved, full details of the public art strategy and the timing of its provision, shall be submitted to and approved in writing by the Local Planning Authority. The Public Art shall thereafter be implemented on the site in accordance with the approved details.

Reason:

To ensure the delivery of Public Art on the site in accordance with the Council's Public Art Supplementary Planning Guidance, and to ensure compliance with Policy MD2 of the Local Development Plan.

7. Notwithstanding the submitted plans, full engineering details of the new vehicular / pedestrian access points in to the site, any new pedestrian footways and internal roads within the site, turning facilities and vision splays, sections, street lighting, surface water drainage and surface materials, shall be submitted to and approved in writing by the Local Planning Authority before the commencement of development. The development shall be implemented and maintained thereafter in accordance with the approved details.

Reason:

In the interests of highway safety in accord with Policies MD2 and MD5 of the Local Development Plan.

8. No dwelling shall be occupied until such time as that dwelling is served by a vehicular access route to the adopted highway at either Swanbridge Road or Cog Road.

Reason:

In order to ensure that the dwellings can be accessed appropriately and to ensure compliance with Policy MD2 of the Local Development Plan.

9. 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 and MD2 of the Local Development Plan.

10. 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 and MD2 of the Local Development Plan.

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

Registered 24th December 2013:

- Site location plan.
- Transport Assessment.
- Design and Access Statement.
- Environmental Impact Assessment and Technical Appendices.
- Environmental Impact Assessment Non Technical Summary.
- Agricultural Assessment.
- Planning Statement.
- Statement of Community Involvement.
- Heritage Desk Based Assessment.

19th June 2014

- Hedgerow Compensation Plan
- Supplementary Planning Statement.
- Highways response to VOG Highways comments.

9th July 2015

- Great Crested Newt Mitigation Method Statement.
- Extended Phase 1 Habitat Survey.
- Reptile Mitigation Strategy.
- Bat and Great Crested Newt Survey Report.
- Transport Assessment Addendum.
- Heritage Advice Note.
- Cog Road and Swanbridge Road Access Plans.
- Outline Masterplan Rev B.
- Access strategy Rev B.
- Landscape and open Space Strategy Rev B.
- Phasing Plan Rev B.

15th February 2016

- Highways Sensitivity Analysis

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.

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

Reason:

In order that archaeological operations are undertaken to an acceptable standard and that legitimate archaeological interest in the site is satisfied and to ensure compliance with Policies SP1, SP10 and MD8 of the Local Development Plan.

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

Reason:

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

14. 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;
- v) wheel washing facilities;
- vi) measures to control and mitigate the emission of dust, smoke, other airborne pollutants and dirt during construction;
- vii) a scheme for recycling/disposing of waste resulting from demolition and construction works.
- viii) hours of construction;
- ix) lighting;
- x) management, control and mitigation of noise and vibration;
- xi) odour management and mitigation;
- xii) any diesel and oil tank storage areas and bunds;

- xii) 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 and MD7 of the Local Development Plan.

15. 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 unless otherwise agreed in writing until a scheme to deal with the contamination has been 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.

Reason:

In order to ensure that any contamination is appropriately dealt with and to ensure compliance with Policies MD2 and MD7 of the Local Development Plan.

16. Any topsoil (natural or manufactured), subsoil, aggregate (other than virgin quarry stone) or recycled aggregate material to be imported to the site shall be assessed for chemical or other potential contaminants in accordance with a scheme of investigation and sampling which shall be submitted to and approved in writing by the Local Planning Authority prior to 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 the relevant Code of Practice and Guidance Notes.

Reason:

To ensure that the safety of future occupiers is not prejudiced and to ensure the development accords with Policies MD2, MD5 and MD7 of the Local Development Plan.

17. Prior to the commencement of development, a Construction Traffic Management Plan, including details of parking for construction traffic, wheel washing facilities, the proposed routes for heavy construction vehicles and timings of construction and delivery traffic to and from the site, shall be submitted to and approved in writing by the local planning authority and the management plan shall be implemented at the commencement of any site clearance or temporary access or development works on the site and shall thereafter be complied with for the duration of the construction and laying out of the development.

Reason:- In the interest of highway / public Safety and the free flow of traffic along the adopted highway network, and to meet the requirement of policies SP1 and MD2 of the Local Development Plan.

18. No development shall commence until a scheme for the comprehensive and integrated drainage of the site, showing how foul water, surface water and land drainage (including highway drainage) will be dealt with, has been submitted to and approved in writing by the Local Planning Authority. The details shall include details of infiltration testing and the future perpetual maintenance and management of the drainage system. The scheme as approved shall be implemented prior to the first beneficial occupation of any of the dwellings and so maintained at all times thereafter.

Reason:

To ensure that adequate drainage facilities are in place to serve the development and to ensure compliance with Policies SP1 and MD2 of the Local Development Plan.

19. Prior to the commencement of development, a hydraulic modelling assessment (HMA) shall be undertaken in liaison with Dwr Cymru Welsh Water, in order to assess the effect of the proposed development on the existing water supply network and the need for any associated infrastructure works. None of the dwellings hereby approved shall be occupied until such time that any necessary water infrastructure works, as required by the HMA, have been completed and approved in writing by Dwr Cymru Welsh Water and the Local Planning Authority has been informed in writing of their completion (and Dwr Cymru Welsh Water's approval).

Reason:

In order to ensure that the development is served by an adequate water supply, to ensure that the development does not adversely impact on existing water supply, and to ensure compliance with policies SP1 and MD2 of the LDP.

20. Notwithstanding the submitted plans, prior to the first beneficial occupation of any of the dwellings, full details of the lighting to be provided on the highways, footpaths and open space areas within the development, shall be submitted to and approved in writing by the Local Planning Authority. The lighting scheme shall thereafter be carried out in full accordance with the approved details and prior to the first beneficial occupation/use of any part of the site to which the lighting relates.

Reason:

To ensure satisfactory lighting is provided throughout the development, in the interest of public safety and security, in the interests of ecology and to accord with Policies SP1, MD2 and MD9 of the Local Development Plan.

21. Any vegetation clearance must be undertaken outside the nesting season, which is generally recognised to be from March to August inclusive, unless it can be first demonstrated in writing (with approval in writing by the Local Planning Authority) that nesting birds are absent.

Reason:

In order to ensure that no protected species are adversely affected by the development and to ensure compliance with Policy MD9 of the Local Development Plan.

22. All means of enclosure associated with the development hereby approved shall be in accordance with a scheme to be submitted to and approved in writing by the Local Planning Authority prior to their use in the development, and the means of enclosure shall be implemented in accordance with the approved details prior to the part of the development that they relate to being put into beneficial use.

Reason:

To safeguard local visual amenities, and to ensure compliance with the terms of Policy MD2 of the Local Development Plan.

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

Reason:

To safeguard local visual amenities, and to ensure compliance with the terms of Policy MD2 of the Local Development Plan.

24. Prior to the commencement of development, a plan for biodiversity conservation / enhancement shall be submitted to and approved in writing by the Local Planning Authority. The plan shall include biodiversity enhancement measures, including but not exclusively limited to: dark, vegetated bat flight paths around/through the site (provision of a lighting plan) gaps under fences and provision of bird nesting opportunities. The details approved shall thereafter be implemented and retained at all times.

Reason:

In the interests of ecology and to ensure compliance with Policy MD9 of the LDP.

25. The development shall be carried out in accordance with the recommendations and measures set out in the Soltys Brewster Reptile Mitigation Strategy July 2018 and Soltys Brewster Bat and Great Crested Newt Survey Report.

Reason:

In the interests of ecology and to ensure compliance with Policy MD9 of the Local Development Plan.

26. Prior to the commencement of development, an updated Great Crested Newt Mitigation Method Statement shall be submitted to and approved in writing by the Local Planning Authority. The development shall at all times thereafter be carried out and maintained in accordance with the approved Mitigation Method Statement.

Reason:

In the interests of ecology and to ensure compliance with Policy MD9 of the Local Development Plan.

Reason for Granting Planning Permission

The decision to recommend planning permission has been taken in accordance with Section 38 of The Planning and Compulsory Purchase Act 2004, which requires that, in determining a planning application the determination must be in accordance with the Development Plan unless material considerations indicate otherwise. The Development Plan comprises the Vale of Glamorgan Adopted Unitary Development Plan 1996-2011.

Having regard to policies SP1 – Delivering the Strategy, SP3 – Residential Requirement, SP4 – Affordable Housing Provision, SP7– Transportation, SP10 – Built and Natural Environment, MG1 – Housing Supply in the Vale of Glamorgan, MG2 – Housing Allocations, MG4 – Affordable Housing, MG20 – Nationally Protected Sites and Species, MD1 - Location of New Development, 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 and MD9 - Promoting Biodiversity of the Vale of Glamorgan Adopted Local Development Plan 2011-2026, the advice with Planning Policy Wales, Technical Advice Notes 1, 2, 5, 12, 16, 18 and 24 and the advice in the Council's SPG on Affordable Housing, Biodiversity and Development, Parking Standards, Planning Obligations, Public Art in New Development, Residential and Householder Development, Sustainable Development - A Developer's Guide, Travel Plans and Trees, Woodlands, Hedgerows and Development, Manual for Streets (Welsh Assembly Government, DCLG and DfT - March 2007), Welsh Government Circular 016/2014: The Use of Planning Conditions for Development Management, Welsh Office Circular 13/97 - Planning Obligations, Section 66(1) of the Planning (Listed buildings and Conservation Areas) Act 1990, Welsh Office Circular 60/96 - Planning and the Historic Environment: Archaeology and Welsh Office Circular 61/96 - Planning and the Historic Environment: Historic Buildings and Conservation Areas (as amended), it is considered that the development is acceptable in respect of the principle of the use, visual impact, highway/pedestrian safety and traffic, impact on residential amenity, ecology, archaeology, drainage, impacts on the tenant farm, agricultural land quality and trees/hedgerows.

NOTE:

- 1. Warning: An European protected species (EPS) Licence is required for this development.**
This planning permission does not provide consent to undertake works that require an EPS licence.
It is an offence to deliberately capture, kill or disturb EPS or to recklessly damage or destroy their breeding sites or resting places. If found guilty of any offences, you could be sent to prison for up to 6 months and/or receive an unlimited fine.
To undertake the works within the law, you can obtain further information on the need for a licence from Natural Resources Wales on 0300 065 3000 or at <https://naturalresources.wales/conservation-biodiversity-and-wildlife/european-protected-species/?lang=en>
- 2. This consent does not convey any authorisation that may be required to gain access onto land not within your ownership or control.**
- 3. Please note that a legal agreement/planning obligation has been entered into in respect of the site referred to in this planning consent. Should you require clarification of any particular aspect of the legal agreement/planning obligation please do not hesitate to contact the Local Planning Authority.**
- 4. You are advised that there may be 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).**
- 5. 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).**
- 6. 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.**

7. The attention of the applicant is drawn to the fact that a public sewer may run through the site and may be affected by 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

Head of Regeneration and Planning

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

SECOND SCHEDULE

The Owner/Developer's Covenants with the Council

1. PUBLIC OPEN SPACE

- 1.1 Prior to Commencement of Development, to submit to the Council for its approval details of a Public Open Space Scheme including a schedule for its implementation and future maintenance (such approval not to be unreasonably withheld or delayed and which for the avoidance of doubt may include an ability for the Owner at the Owner's absolute discretion to arrange for the Public Open Space Land to be managed by a Management Company).
- 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 by the Management Company after implementation unless the Public Open Space Land is transferred to the Council pursuant to paragraph 1.4 below in which case paragraph 1.5 shall apply.
- 1.3 In the event that the area of Public Open Space approved by the Council under paragraph 1.1 provides an average of less than 18.56 square metres of Public Open Space per Dwelling, to pay to the Council the Public Open Space Contribution prior to Practical Completion of 50% of the Dwellings calculated as follows:
- Total number of Dwellings x 18.56 square metres = A
 - Total square metres of Public Open Space Land provided by the scheme = B
 - Public Open Space Contribution = (A – B) square metres x £47.92
- 1.4 If the Owner and the Council so agree, the Public Open Space Land shall be transferred to the Council with no consideration payable by the Council for the transfer.
- 1.5 In the event that the Public Open Space Land is transferred to the Council pursuant to paragraph 1.4, to pay to the Council a Public Open Space Maintenance Sum (which shall be agreed prior to the transfer) for the future maintenance of the Public Open Space Land for a 20 year period. The commuted sum shall be paid within 30 days of the transfer of the Public Open Space Land to the Council.

2. PEDESTRIAN FOOTWAY/CYCLEWAY

- 2.1 Within 30 Working Days of receipt by the Council of the notice served by the Developer upon the Council confirming Commencement of Development, the Council shall provide a written notice to the Developer to confirm whether the Developer is required to construct the Pedestrian Footway/Cycleway.
- 2.2 In the event that a notice is served by the Council on the Developer requiring the construction of the Pedestrian Footway/Cycleway the Developer shall:
- 2.2.1 Within 30 Working Days of receipt of the notice served by the Council pursuant to paragraph 2.1, submit to the Council for approval (such consent not to be unreasonably withheld or delayed) a schedule of works for the requested Pedestrian Footway/Cycleway, which will include detailed drawings, a full breakdown of costs and a schedule for implementation;
- 2.2.2 Within 30 Working Days of the receipt of the Council's approval as required by paragraph 2.2.1, submit to the Local Planning Authority a planning application for the development of the Pedestrian Footway/Cycleway and use all reasonable endeavours to secure such planning permission;

- 2.2.3 Subject to the planning permission being granted pursuant to the application required by paragraph 2.2.2 the Developer shall construct the Pedestrian Footway/Cycleway in accordance with that planning permission and approved schedule of works pursuant to paragraph 2.2.1 prior to Practical Completion of the 108th Dwelling;
- 2.2.4 As soon as reasonably practicable during the course or following completion of the Pedestrian Footway/Cycleway the Developer will submit a final costs schedule for approval of the Council such approval not to be unreasonably delayed or withheld. The approved costs shall thereafter be deducted from the Sustainable Transport Contribution.
- 2.3 In the event that the Council does not serve the notice required in paragraph 2.1 the Developer shall not be required to construct the Pedestrian Footway/Cycleway, and for the avoidance of doubt, there will be no deduction to the Sustainable Transport Contribution.
- 2.4 In the event that the Council does serve the notice required in paragraph 2.1 but the Developer, acting pursuant to paragraph 2.2.2, is unable to secure planning permission, the costs incurred by the Developer in complying with the provisions of this paragraph 2, a schedule of such costs to be submitted to the Council for approval such approval not to be unreasonably delayed or withheld, shall be deducted from the Sustainable Transport Contribution.
- 2.5 As soon as practicable during the course of or following the completion of the Pedestrian Footway/Cycleway the Owner, the Council and, if required, the Developer will enter into an agreement under Section 278/38 of the Highways Act 1980 pursuant to which the Pedestrian Footway/Cycleway becomes maintainable at public expense.
- 2.6 It is the intention of the Council the Owner and the Developer that the Pedestrian Footway/Cycleway shall not create any ransom between the highway maintainable at public expense and either (a) the Site and/or (b) the Owner's land shown edged blue on the Plan (taking account of any future use and/or development of the Site and the Owner's land edged blue and the need to provide access and services above on through and under the Pedestrian Footway/Cycleway in connection with that future use and development) and the Council the Owner and the Developer each covenant with the other that they will:
- (a) not hold the other to ransom nor seek any uplift or reduction in values in respect of any matters arising directly or indirectly from the Pedestrian Footway/Cycleway; and
- (b) execute sign and do all such deed documents and things as may be required to give effect to this intention.
- 2.7 Without prejudice to the generality of clause 2.6 the Owner its tenants and all persons authorised by them shall have unrestricted access with or without vehicles animals and agricultural machinery over the Pedestrian Footway/Cycleway at the point marked "X" on the Plan at all times before during and after the construction of the Pedestrian Footway/Cycleway.

3. SUSTAINABLE TRANSPORT

To pay the Sustainable Transport Contribution to the Council on the following basis:

- a) 50% within 90 days of the Commencement of Development;
- b) 50% prior to Occupation of the 108th Dwelling.

4. PUBLIC ART

- 4.1 On or before Commencement of Development, to submit a schedule of Build Costs to the Council in order to calculate the value of the Public Art Contribution and to submit to the Council for its approval

details of a costed scheme for the provision of Public Art on the Site including a schedule for its implementation.

4.2 The scheme approved pursuant to paragraph 4.1 above shall be implemented in accordance with the approved details and in any event no later than 12 months following Practical Completion of the final Dwelling. If the scheme approved pursuant to paragraph 4.1 above is not implemented in accordance with the approved details and within 12 months following Practical Completion of the final Dwelling constructed as part of the Development the Owner shall pay to the Council the Public Art Contribution.

4.3 In the event that the cost of implementing the approved scheme is less than the Public Art Contribution, to pay the difference to the Council to be spent on the provision of Public Art in the Vale of Glamorgan.

5. COMMUNITY FACILITIES

To pay the Community Facilities Contribution to the Council prior to Occupation of the 108th Dwelling.

6. EDUCATION

To pay the Education Contribution to the Council on the following basis:

- a) 34% within 90 days of the Commencement of Development;
- b) 33% prior to Occupation of the 54th Dwelling; and
- c) 33% prior to Occupation of the 108th Dwelling.

7. HIGHWAYS WORKS

To pay the Off Site Highways Works Contribution to the Council on the date of Commencement of Development.

8. ECOLOGY

8.1 Prior to the Commencement of Development to agree with the Council:

- (a) details of financial measures to secure the management of retained habitats for Great Crested Newts and other reptiles and for monitoring provisions in respect of Great Crested Newts and other reptiles, in line with the Mitigation Method Statement - Great Crested Newt dated 16 September 2018 and the Reptile Mitigation Strategy dated 18 July 2018; and
- (b) details in respect of the management and monitoring of ecological areas.

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;
- and use all reasonable endeavours to transfer the Affordable Housing Units to the RSL.
- 1.2 To procure that, from the date of Practical Completion of each Affordable Housing Unit, it shall not be used other than for Affordable Housing and the Transfer of each Affordable Housing Unit in accordance with the provisions at Paragraphs 1.3 to 1.8 below shall contain a restriction in similar form to the Restriction which shall be registrable in the proprietorship register of the title to the Affordable Housing Unit with the intention that it shall remain as an Affordable Housing Unit in perpetuity PROVIDED THAT none of the obligations in this Deed shall:
- (a) from the date of completion of the relevant transaction:
 - (i) apply to any Affordable Housing Unit demised by way of a shared ownership lease where the lessee or any assignee of such lease has staircased his interest in that unit such that he acquires one hundred per cent (100%) of the equity in that unit and either takes a transfer of the freehold reversion or directs that the freehold reversion is transferred to a third party or (in the case of a flat) acquires a one hundred per cent (100%) equity share in the lease of the flat and takes a new non-Affordable Housing lease of the flat or retains the existing lease;
 - (ii) until the date of resale referred to below apply to any Affordable Housing Unit where the owner wanting to transfer his shared equity interest has complied with the nomination provisions (if any) and has first offered to sell his shared equity interest to a nominee of the RSL but the RSL has been unable or unwilling to provide a nominee within the time period specified or such nominee has not exchanged contracts to acquire or not acquired the lessee's interest within the time period specified;
 - (b) be binding on any Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duty.
- 1.3 Save as may otherwise be agreed in writing by the Council no more than 50% of the Market Housing Units shall be Occupied until the Affordable Housing Units have been Transferred to the RSL or constructed and the Owner has acted in accordance with 1.3(a) and 1.3(b) below.
- (a) the Owner has served a Sale Notice on an RSL and offered to sell the Affordable Housing Units to the RSL pursuant to the provisions of this Agreement; and
 - (b) the Owner has served a copy of the Sale Notice on the Council's Head of Housing at The Alps, Alps Quarry Road, Wenvoe, Vale of Glamorgan CF5 6AA.
- 1.4 The RSL may accept the offer referred to in paragraph 1.3 above by signing and returning a copy of the Sale Notice to the person who served it upon them within the Notice Period.
- 1.5 The Owner shall use reasonable endeavours to ensure that the Transfer of the Affordable Housing Units to the RSL shall be completed upon the terms set out in this Third Schedule within three months of the date of the Sale Notice or if later within 10 Working Days after Practical Completion of such Affordable Housing Units.

- 1.6 If having accepted the offer in accordance with 1.4 an RSL is unable to complete its purchase within the period set out in paragraph 1.5 then the Owner shall serve written notice on the Council within one month of the end of the period referred to in Paragraph 1.5 giving the Council three months within which to complete the purchase of the Affordable Housing Units(s) itself or procure the purchase of it by an RSL.
- 1.7 If the Council or an RSL fails to complete the purchase within the three month period set out in paragraph 1.6 then each relevant Affordable Housing Unit may be disposed of free from the obligations set out in this Third Schedule and the Affordable Housing Contribution shall be paid to the Council within 28 days of the completion of the sale of each relevant Affordable Housing Unit on the open market.
- 1.8 On completion of the transfer or lease of each Affordable Housing Unit the Owner shall procure that an NHBC (or other new homes warranty provider that is approved by the Council of Mortgage Lenders) certificate is issued to the purchaser.
- 1.9 That no service charge shall be imposed by the Developer 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 roads and footpaths to serve the Affordable Housing Units to adoptable standards and to use reasonable endeavours to procure adoption of those roads and footpaths by the local highway authority;
 - (b) full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Unit;
 - (c) a covenant to construct drains and sewers to serve the Affordable Housing Unit to adoptable standards and to use reasonable endeavours to procure adoption of those drains and sewers by the local water and sewerage undertaker;
 - (d) full and free rights to the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the Affordable Housing Unit all such services to be connected to the mains; and
 - (e) such other rights or covenants as may reasonably be required to be provided that such rights or covenants are (unless necessary for the proper development of the Site) no more onerous than the covenants imposed by the transfers of the Market Housing Units.

PART 2

Chargee's Duty

- 1.11 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 Deed

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.

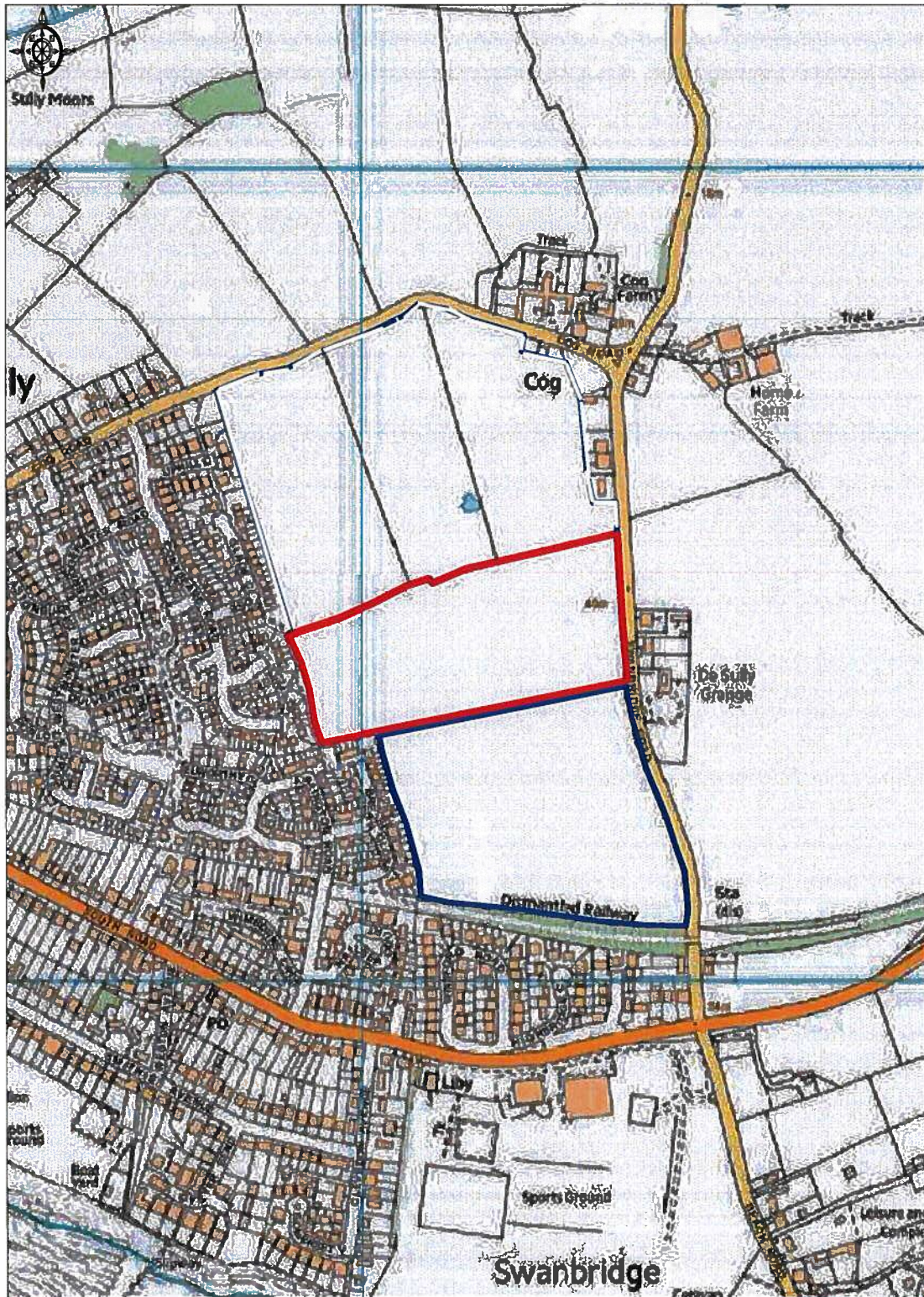
FOURTH SCHEDULE

The Council's Covenants

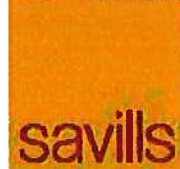
1. The Council hereby covenants, to use all sums received under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.
2. The Council covenants that it will pay upon request, David Paul Le Masurier and Jeremy Lynn Davies (or their successors as trustees of the AT Yeld-Stephens Will Trust or, where that Trust has been dissolved, to such beneficiaries of the Trust as shall have been notified to the Council) within a reasonable timeframe 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 Education Contribution, or 20 years in respect of the Public Open Space Maintenance Sum) 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.
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 staircasing out as the case may be in the removal of the Restriction on the Affordable Housing Unit being disposed of without delay.

PLAN 1
Site Location Plan

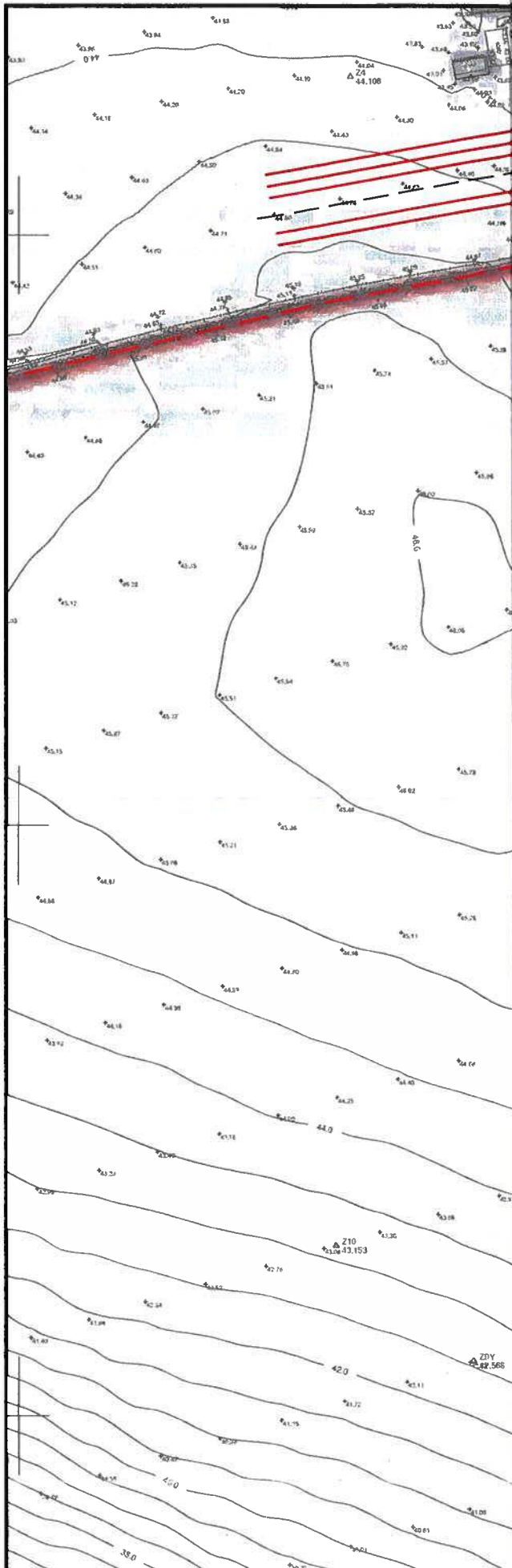
Land West of Swanbridge Road, Sully Site Location Plan



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Licence number 100022432. Plotted Scale - 1:7500



PLAN 2
Drawing Ref W120604A/A/02 rev J
showing Pedestrian Footway/Cycleway



INSET 1
NORTHERN PART OF SHARED FOOTWAY/CYCLEWAY

NOTE: THE PROPERTY OF THIS DRAWING AND DESIGN IS VESTED IN VEC
 IT MUST NOT BE COPIED OR REPRODUCED IN ANY WAY WITHOUT THEIR PRIOR

Notes:

1. This is not a construction drawing and is intended for illustrative purposes only.
2. Carriageway alignment through site is shown as indicative only.

Key

- Shared Footway/Cycleway
- White Line Between 500mm Strip And Footway/Cycleway
- Relocated/Replanted Hedgerow
- Phase 1 Land Ownership Boundary
- Phase 2 Land Ownership Boundary
- Adopted Highway

J	Amended to suit client comments	KR	MR	17.01.2022
H	Phase 2 Land Registry Data & Adopted Highway data added	LT	MR	06.01.2022
G	Land Registry Data Added, Shared Footway Amended	KR	MR	25.02.2020
F	Footway Cycleway tied into existing layout	AP	MR	02.10.2018
E	Swanbridge Access Updated	AP	MR	02.10.2018
D	Swanbridge Access Updated	AP	MR	20.09.2018
C	Amended to suit revised layout	BJB	MR	18.07.2018
B	Amended to suit client comments	BJB	MR	25.06.2018
A	Footway/Cycleway trimmed back to hedge on edge of site	CJM	BJB	08.03.2018

REV.	DETAILS	DRAWN	CHECKED	DATE
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CLIENT:

Taylor Wimpey Homes

**Cog Road
 Sully**

**Eastern Footway/Cycleway on
 Swanbridge Road - Phase 2**

SCALES:

1:1000 at A3

DRAWN:	CJM	CHECKED:	BJB	DATE:	06.03.2018
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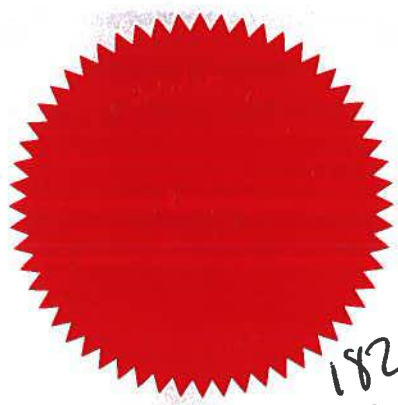
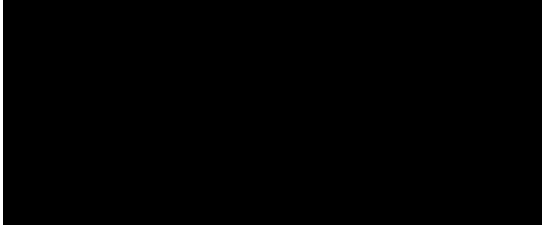
vectos.

Ground Floor, Belmont House, Churchill Way, Cardiff CF10 2HE
 t: 02920 720 860 e: enquiries@vectos.co.uk

DRAWING NUMBER:	W120604A/A/02	REVISION:	J
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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



18225
(2/3)

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

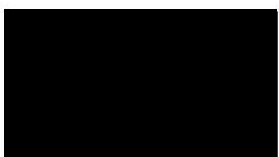
EXECUTED as a DEED by)
TAYLOR WIMPEY UK LIMITED)
acting by its attorneys DIANA CUMMINGS)
and REBECCA WILKINSON)
in the presence of:)



DIANA CUMMINGS

REBECCA WILKINSON

Witness:



MIAYA HCARSE

Taylor Wimpey UK Limited
730 Waterside Drive
Aztec West, Almondsbury
Bristol
BS32 4UE

EXECUTED as a Deed
by the said DAVID PAUL LE MASURIER

)
)

in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS) *GEORGE LEWIS*

Address.....

Occupation..

EXECUTED as a Deed
by the said JEREMY LYNN DAVIES

)
)

in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS) *MICHAEL HARRINGTON*

Address.....

Occupation..