

**Planning Obligation by Unilateral
Undertaking under Section 106 of the Town
and Country Planning Act 1990**

relating to the development of Former Bryneithin
Care Home, St Andrews Road, Dinas Powys,
Vale of Glamorgan

Dated :

15th JUNE

2018

Arbor Vale Limited (1)

Principality Building Society (2)

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DATE

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PARTIES

- (1) **Arbor Vale Limited** incorporated and registered in England and Wales with company number 09696086, whose registered office is at 1 Pontcanna Street, Cardiff, CF11 9HQ ("the Owner");
- (2) **Principality Building Society** whose head office is at Principality Building, Queen Street, Cardiff, CF10 1UA ("the Mortgagee")

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 leasehold owner of the Site by virtue of a lease dated 19 April 2016, for a term of 999 years from 19 April 2016, registered at HM Land Registry with Title no. CYM678847.
- 3 On 16th March 2016 Loosemore Bryneithin Limited (the former leasehold owners of the Site) entered into a Unilateral Undertaking made under s.106 of the Act ("the First Agreement") in connection with planning application 2015/00954/FUL ("the First Application"). Subsequent to the completion of the First Agreement the Council issued the planning permission in respect of the First Application on 17 March 2016 ("the First Planning Permission").
- 4 All of the obligations contained in the First Agreement have been satisfied.
- 5 On 26th April 2016 the Owner submitted a revised planning application to the Council which was given reference number 2016/00494/FUL ("the Second Application").
- 6 On 30th November 2016 the Owner and the Mortgagee entered into a Unilateral Undertaking made under s.106 of the Act ("the Second Agreement") in connection with the Second Application. Subsequent to the completion of the Second Agreement the Council issued planning permission in respect of the Second Application on 19th January 2017 ("the Second Planning Permission").
- 7 The obligations contained in the Second Agreement have not been satisfied.
- 8 On 12th May 2017 the Owner submitted a revised planning application to the Council which was given reference number 2017/00497/FUL ("the Third Application").
- 9 The Council has agreed to grant planning permission for the Development in accordance with the Third Application subject to the Owner first entering into this Deed to consolidate the outstanding obligations entered into under the Second Agreement
- 10 This Deed replaces the Second Agreement which is now terminated and no longer valid or of any legal effect.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

- "Act" means the Town and Country Planning Act 1990;
- "Additional Dwellings" means the 6 Dwellings constructed in the area shown coloured pink on the Plan;
- "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 of **TWO HUNDRED AND SIXTY FIVE THOUSAND AND FIFTY THREE POUNDS (£265,053)** to be spent on the provision of Affordable Housing to meet housing need in the Vale of Glamorgan;
- "Affordable Rent" means (in cases where the relevant landlord is not a Local Authority) for Social Rented Housing Units a rent payable which is equal to 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. For the Intermediate Housing a rent which is below the Local Housing Allowance for the relevant property size in the Vale of Glamorgan as determined by the Welsh Government;
- "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 Additional Dwellings 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;
- "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;

"Council"

means the Vale of Glamorgan Council of Civic Offices, Holton Road, Barry, CF63 4RU and the successors to its statutory functions;

"Development"

means the development of the Site for the retention of the development for 24 residential units granted planning permission by virtue of the First Planning Permission and the Second Planning Permission with an amendment to the parking layout to serve the development as set out in the Third Application;

"Dwelling"

means any dwelling (including a house flat or maisonette) to be constructed pursuant to the First Planning Permission, the Second Planning Permission or the Third Planning Permission;

"Expert"

means a single expert qualified to deal with the subject matter of the dispute, disagreement or difference who shall either be jointly nominated by the Parties within a period of 10 Working Days following a failure of the Parties to resolve the dispute, disagreement or difference pursuant to Clause 7 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 housing comprising low cost home ownership units sold through the Council's Aspire2Own scheme or rented housing units let through the Council's Homes4U scheme) where capital prices or rents are above those of Social Rented Housing but below open market housing prices and PROVIDED FURTHER

	<p>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;</p>
“Key events”	<p>means the date of the first Occupation of any Dwelling constructed pursuant to the Second Planning Permission or the Third Planning Permission;</p>
“Occupation”, “Occupy” and “Occupied”	<p>means beneficial occupation for the purposes permitted by the Second Planning Permission or the Third 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;</p>
“Party”	<p>means the Owner or the Mortgagee as appropriate and “the Parties” shall be construed accordingly;</p>
“Plan”	<p>means the plan attached to this Deed;</p>
“Public Art”	<p>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);</p>
“Public Art Contribution”	<p>means a sum equivalent to 1% of the Build Cost;</p>
“Public Open Space”	<p>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;</p>
“Public Open Space Contribution”	<p>means a financial contribution in the sum of FIFTEEN THOUSAND THREE HUNDRED AND TWELVE POUNDS (£15,312) payable to the Council to provide or enhance Public Open Space facilities within the vicinity of the Site;</p>
“RSL”	<p>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;</p>
“Site”	<p>means the land against which this Deed may be enforced as shown edged red on the Plan;</p>
“Social Rented Housing”	<p>means housing provided by 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</p>

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 **THIRTEEN THOUSAND TWO HUNDRED POUNDS** (£13,200) 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;

“Third Planning Permission”

means the full planning permission subject to conditions to be granted by the Council pursuant to the Third Application as set out in draft form in the First Schedule;

“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 or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, 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.
- 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 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

Clause 5 of this Deed is conditional upon and takes effect on the grant of the Third Planning Permission

5 THE OWNER'S COVENANTS

The Owner covenants with the Council as set out in the Second Schedule.

6 MISCELLANEOUS

6.1 The Owner 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.

6.2 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.

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

6.4 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.

6.5 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.

6.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the First Planning Permission and the Second Planning Permission and the Third Planning Permission shall all be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) they are modified by any statutory procedure.

6.7 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 6.7.

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

6.8.1 owner-occupiers or tenants of Dwellings constructed pursuant to the First Planning Permission or the Second Planning Permission or the Third Planning Permission and their successors in title: nor

6.8.2 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.

6.9 The Parties agree with one another to act reasonably and in good faith in the fulfilment of the objectives of this Deed.

6.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the First Planning Permission or the Second Planning Permission or the Third Planning Permission) granted (whether or not on appeal) after the date of this Deed.

6.11 The Council agrees to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Deed, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

7. DISPUTES

7.1 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.

7.2 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 7 on the reference of any of the parties to the dispute, disagreement or difference.

7.3 The dispute, disagreement or difference shall be referred to the decision of an Expert.

7.4 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.

7.5 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.

7.6 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.

8 NOTICES

8.1 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.

8.2 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: Arbor Vale Limited, 1 Pontcanna Street, Cardiff, CF11 9HQ marked for the attention of David Loosemore;
- c. for the Mortgagee: Principality Building Society, Commercial Lending Division, PO Box 89, Queen Street, Cardiff, CF10 1UA marked for the attention of Mike Harries;

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

8.3 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 8.2 above the Parties shall notify each other in writing giving details of the replacement individual(s).

8.4 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.

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

9 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.

10 CHANGE IN OWNERSHIP

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

11 INDEXATION

Any sum referred to in the Second Schedule shall if there is any increase in the Index be increased by an amount equivalent to the increase in the Index from 30th November 2016 until the date on which such sum is payable.

12 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.

13 VAT

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

14 JURISDICTION

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

15 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.

16 MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with their consent and that the Site shall be bound by the obligations contained in this Deed and that security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

FIRST SCHEDULE
Form of Draft Planning Permission

2017/00497/FUL

THE VALE OF GLAMORGAN COUNCIL

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

FULL PLANNING PERMISSION

Agent:
Nigel Arnold Architects
The Studio,
5, Penarth Head Lane,
Penarth,
Vale of Glamorgan.
CF64 1BB

Applicant:
Loosemore Bryneithin Ltd
1, Pontcanna Street,
Cardiff,
Vale of Glamorgan.
CF11 9HQ

Retention of the development for 24 residential units granted planning permission by virtue of applications 2015/00954/FUL and 2016/00494/FUL with an amendment to the parking layout to serve that development at Bryneithin Home for the Elderly, St. Andrews Road, Dinas Powys

The Council in pursuance of its powers under the above mentioned Act and Order hereby **GRANTS PERMISSION** for the carrying out of the proposed development as described above and in accordance with the application and plans registered by the Council on 24 May 2017 subject to the following condition(s):

1. The development shall be completed in accordance with the following approved plans and documents:
 - 39314:AP27 - Site Location Plan
 - 39314:AP32 Rev B - Site Layout Plan
 - 39314:AP19 - House Types
 - 39314:AP20 - House Types
 - 39314:AP21 - House Types
 - 39314:AP24 - Rev B House Types
 - BS5837 2012 Tree Information Report 1.2015 prepared by James Pinder
 - BS 5837 Tree data plan dated 23/05/2016
 - Tree Survey and Arboriculture Impact Assessment for Revised Parking dated 03/07/2017
 - Tree Survey and Arboriculture Impact Assessment for Revised Parking dated 11/09/2017
 - 39314:AP07 Rev. A. Plan to accompany Tree Survey and Arboriculture Impact Assessment for Revised Parking
 - BS5837 Tree Data and document 'Tree Protection Fencing for rooting areas and CEZ'
 - TDA.2204.01 Rev A - Landscaping Plan
 - 'Texas Best Fence' and 'Si00:x Gallery' - Fencing Details
 - Construction Environmental Management Plan dated May 2016

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- Construction Traffic Management Plan dated 14/06/2016
- IN0020/LP-01/ - Site Logistics Plan
- Vehicle Wheel Cleaning / Washing During the Construction note
- Addendum to Site Logistics Plan - showing wheel washing area
- C15241 710 Rev T3 – Site Entrance Works
- 39314:AP25 – Details of Bat Boxes
- Wildlife Protection Plan dated April 2017
- C15241 505 C2 Drainage Construction Details Sheet 1
- C15241 506 C3 Drainage Construction Details Sheet 2
- C15241 507 C4 Drainage Construction Details Sheet 3
- C15241 508 C1 Drainage Construction Details Sheet 4
- C15241 Rep01 A SUDS Maintenance Strategy
- C15241 500 C3 Drainage Layout
- G/PC060/03 Approximate Location of Site Investigation Works
- PC006 Summary of rates of infiltration rates
- Micro Drainage Infiltration Details
- 39314:SITE/03 - Refuse Store

25/01/2018

- C15241 703 C2 External Works Construction Details

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.

2. All planting, seeding or turfing comprised in the details of landscaping shown on drawing number TDA.2204.01 Rev A shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species.

Reason:

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

3. The scheme of tree protection shall be implemented and retained in accordance with plan number BS5837 Tree Data and the document entitled 'Tree Protection Fencing for rooting areas and CEZ' for the duration of the completion of the development.

Reason:

In order to avoid damage to trees on or adjoining the site which are of amenity value to the area and to ensure compliance with Policies SP1 (Delivering the Strategy), SP10 (Built and Natural Environment), MD1 (Location of New Development) and MD2 (Design of New Developments) of the Local Development Plan.

4. All works within the vicinity of the trees identified as T4 to T7 on the plan that accompanied both documents entitled 'Tree Survey and Arboriculture Impact Assessment for Revised Parking' dated 03/07/2017 and 11/09/2017 shall be carried out in accordance with recommendation 8 d) of the Tree Survey and Arboriculture Impact Assessment for Revised Parking dated 11/09/2017 in that the works within the root protection areas of those trees shall be carried out using the "No Dig" method in accordance with BS5837:2012.

Reason:

In order to avoid damage to trees on or adjoining the site which are of amenity value to the area and to ensure compliance with Policies SP1 (Delivering the Strategy), SP10 (Built and Natural Environment), MD1 (Location of New Development) and MD2 (Design of New Developments) of the Local Development Plan.

5. All works to be undertaken within the Root Protection Area of the trees identified within the group G3 on the Plan that accompanied the documents entitled 'Tree Survey and Arboriculture Impact Assessment for Revised Parking' dated 03/07/2017 and 11/09/2017 shall be carried out in accordance with an Arboricultural Method Statement, the details of which shall have first been submitted to and approved in writing by the Local Planning Authority.

Reason:

In order to avoid damage to trees on or adjoining the site which are of amenity value to the area and to ensure compliance with Policies SP1 (Delivering the Strategy), SP10 (Built and Natural Environment), MD1 (Location of New Development) and MD2 (Design of New Developments) of the Local Development Plan.

6. No works shall be undertaken within the Root Protection Area of the tree identified as T2 and the north-western most trees within the group identified as G3 on the Plan that accompanied the documents entitled 'Tree Survey and Arboriculture Impact Assessment for Revised Parking' dated 03/07/2017 and 11/09/2017 until such time as a scheme of remedial arboricultural works to those trees has been completed, the details of which shall have first been submitted to and approved in writing by the Local Planning Authority.

Reason:

In order to avoid damage to trees on or adjoining the site which are of amenity value to the area and to ensure compliance with Policies SP1 (Delivering the Strategy), SP10 (Built and Natural Environment), MD1 (Location of New Development) and MD2 (Design of New Developments) of the Local Development Plan.

7. Prior to the occupation of the development hereby approved, the traffic calming close to the entrance of the site shall be completed in accordance with drawing number C15241 710 Rev T3 and C15241 703 Rev C2 and shall thereafter be retained in perpetuity.

Reason:

In the interest of highway safety, including that within the site, 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.

8. Prior to the occupation of the development all areas of external hard surfacing shall be completed in accordance with the details shown on plan number 39314:AP32 Rev B, save for the areas identified as 'Passing Bay' and 'Chippings for Manoeuvring' which shall be completed prior to the occupation of the development in a bound material to match the 'Golden Gravel' material details provided on plan number 39314:AP32 Rev B.

Reason:

To ensure that satisfactory form of internal highway, vehicle parking and turning facilities are provided on site to serve the development, and to ensure compliance with the terms of Policies SP1 (Delivering the Strategy), MD2 (Design of New Developments) of the Local Development Plan.

9. The development shall not be occupied until the parking spaces have been laid out within the site in accordance with drawing no 39314:AP32 Rev B. All parking spaces shall thereafter be kept available for the parking of vehicles in perpetuity.

Reason:

To ensure that satisfactory vehicle parking and turning facilities is provided on site 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.

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10. All fencing comprised in the means of enclosure shown on plan number 39314:AP32 Rev B shall be constructed with a 15cm high gap at the base of the fence and shall be retained thereafter as such in perpetuity.

Reason:

In the interests of ecology and to ensure compliance with Policies SP1 (Delivering the Strategy) and MD9 (Promoting Biodiversity) of the Local Development Plan.

11. All bat boxes shown on plan number 39314:AP25 and all works recommended in part 2 of the 'Wildlife Protection Plan' dated April 2017 shall be completed prior to the occupation of the development.

Reason:

In the interests of ecology and to ensure compliance with Policies SP1 (Delivering the Strategy) and MD9 (Promoting Biodiversity) of the Local Development Plan.

12. Notwithstanding the provisions of schedule 2, Part 1, classes A, B, C, D and E of the Town and Country Planning (General Permitted Development) Order 1995 (as amended for Wales) (or any order revoking and re-enacting that order with or without modification), the development hereby approved shall not be altered in any way.

Reason:

To enable the Local Planning Authority to control the scale of development and to ensure compliance with Policies SP1 (Delivering the Strategy) and MD2 (Design of New Developments) of the Local Development Plan.

13. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (as amended for Wales) (or any order revoking and re-enacting that Order with or without modification), no fences, gates or walls shall be erected on site other than those expressly authorised by this permission.

Reason:

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

14. The construction of the development hereby approved shall be completed in accordance with the Construction Environmental Management Plan dated May 2016 Construction Traffic Management Plan dated 14/06/2016.

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), MD2 (Design of New Developments) and MD7 (Environmental Protection) 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, MG1 – Housing Supply in the Vale of Glamorgan, MG4 – Affordable Housing, MG20 – Nationally Protected Sites and Species, MG21 – Sites of Importance for Nature Conservation, Regionally Important Geological and Geomorphological Sites and Priority Habitats and Species, MD1 - Location of New Development, MD2 - Design of New Development, MD3 - Provision for Open Space, MD4 - Community Infrastructure and Planning Obligations, MD5 - Development within Settlement Boundaries, MD6 - Housing Densities, MD7 - Environmental Protection and MD9 - Promoting Biodiversity, as well as Supplementary Planning Guidance in the form of Amenity Standards, Affordable Housing, Biodiversity and Development , Model Design Guide for Wales, Parking Standards (Interactive Parking Standards Zones Map), Planning Obligations, Public Art, Sustainable Development - A Developer's Guide, and Trees and Development and national planning guidance in the form of Planning Policy Wales (Edition 9, 2016), Technical Advice Note 2 – Planning and Affordable Housing (2006), Technical Advice Note 5 – Nature Conservation and Planning (2009), Technical Advice Note 12 – Design (2016), Technical Advice Note 15 – Development and Flood Risk (2004), Technical Advice Note 16 - Sport, Recreation and Open Space (2009), Technical Advice Note 20 – Planning and the Welsh Language (2017), and Manual for Streets 1 & 2, the retention and completion of the development as proposed is considered acceptable in planning terms, including in respect of the details of its design, effect on highway safety, impact on protected trees, impact on visual amenities of the wider area and impact on ecology and protected species.

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2017/00497/FUL

NOTE:

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's Covenants with the Council

1. AFFORDABLE HOUSING CONTRIBUTION

To pay the Affordable Housing Contribution to the Council within 90 days of first Occupation of any of the Additional Dwellings.

2. PUBLIC OPEN SPACE

To pay the Public Open Space Contribution to the Council within 30 days of first Occupation of any of the Additional Dwellings.

3. SUSTAINABLE TRANSPORT

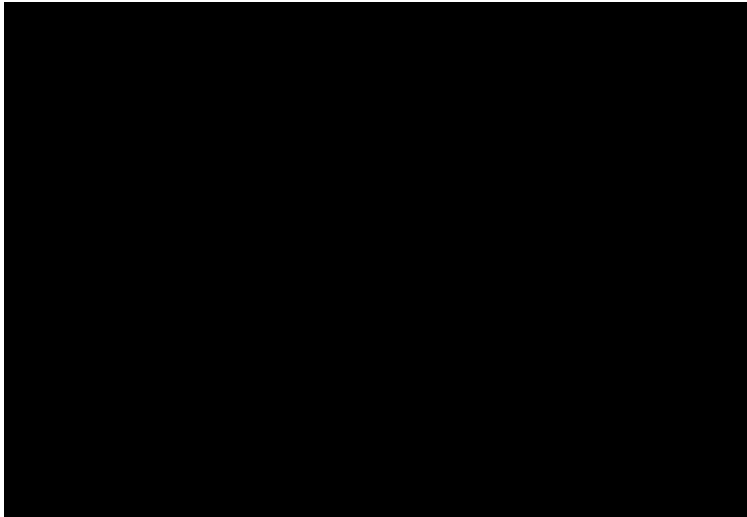
To pay the Sustainable Transport Contribution to the Council within 30 days of first Occupation of any of the Additional Dwellings.

4. PUBLIC ART

4.1 Within 5 days of the date of this Deed, to submit a schedule of Build Cost to the Council in order to calculate the value of the Public Art Contribution.

4.2 To pay the Public Art Contribution to the Council within 30 days of first Occupation of any of the Additional Dwellings.

PLAN



SCALE 1:1250 @ A4 SIZE

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

EXECUTED as a **DEED** by **ARBOR VALE LIMITED**

acting by ~~David Leese~~ 

.....
a Director 

In the presence of: 

Signature..... 

Name.....

MARION PURSALL

Address.....

BERRY SMITH LLP

Haywood House

Occupation.....

Dumfries Place

Cardiff CF10 3GA

EXECUTED as a **DEED** on behalf of the
PRINCIPALITY BUILDING SOCIETY

By the affixing of its common seal in the presence of:


Authorised Signatory

.....

Authorised Signatory