

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

relating to the development of Land at Model  
Farm, Port Road, Rhoose, Vale of Glamorgan

Dated :

29<sup>th</sup> July

2021

Vale of Glamorgan Council (1)

Legal & General (Strategic Land) Limited (2)

DATE

29<sup>th</sup> July

2021

PARTIES

- (1) **Vale of Glamorgan Council** of Civic Offices, Holton Road, Barry, CF63 4RU ("**Council**"); and
- (2) **Legal & General (Strategic Land) Limited** (Co Reg No 09578417) whose registered office is situate at 1 Coleman Street, London, EC2R 5AA ("**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 Developer is the freehold owner of the Site registered at HM Land Registry with Title no.CYM1695 and WA883579.
- 3 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.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Act"	means the Town and Country Planning Act 1990;
"Administration Fee"	means the costs of the Council (excluding any legal costs) incurred in negotiating and monitoring the implementation of the obligations contained in this agreement being TEN THOUSAND POUNDS (£10,000);
"Application"	means the application for hybrid planning permission registered by the Council on 22 April 2021 submitted to the Council for the Development and allocated reference number 2019/00871/OUT;
"Car parking Safeguarded Land"	means the land shown coloured pink on Plan 2 which is to be safeguarded for the relocation of hotel car parking required as part of the rapid transit corridor between the Vale of Glamorgan railway and Cardiff Airport;
"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;
"Country Park Extension Land"	means the land to be transferred to the Council for the purpose of providing an extension to Porthkerry Park shown edged with a yellow dashed line and coloured light green on Plan 2;
"Country Park Extension Contribution"	means a financial contribution in the sum of Five Hundred and Thirty One Thousand Five Hundred Pounds (£531,500) payable to the Council to provide initial infrastructure works to create the extension to Porthkerry Park and general annual maintenance for a period of 20 years;
"Country Park Extension Land Transfer"	means the freehold transfer to the Council of the Country Park Extension Land for a consideration of £1 to be completed between the Developer and the Council (or its nominee) in a form to be agreed between the parties acting reasonably PROVIDED THAT the transfer shall in any event include a restriction on the use of the Country Park Extension Land as public open space;
"Development"	means the development of the Site for the demolition of existing buildings and erection of 44.75ha Class B1/B2/B8 Business Park, car parking, landscaping, drainage infrastructure, ecological mitigation and ancillary works (all matters reserved aside from access) and a full application for change of use from agricultural land to country park (Use Class D2) as set out in the Application;
"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;
"Footway/Cycleway Land"	means the land to be transferred to the Council for the purpose of providing a 10m wide footway/cycleway situated along the north-west boundary of the Site along southern side of Port Road shown coloured light blue on Plan 2;
"Footway/Cycleway Land Transfer"	means the freehold transfer to the Council of the Footway/Cycleway Land to be completed between the

	Developer and the Council for a consideration of £1 in a form as may be agreed between the parties acting reasonably PROVIDED THAT the transfer shall in any event include a right for the Developer to construct the access roads from the Site across the Footway/Cycleway Land onto the public highway for the purpose of access into and egress from the Development in the approximate location shown on Plan 2 and for the Developer and all owners, occupiers or visitors to the Development to pass over the same with or without vehicles and shall include a restriction on the use of the Footway/Cycleway Land shall only be used for highway or highway related purposes;
"Index"	means the All Items Index of Retail Prices issued by the Office for National Statistics or in the event that the index ceases to be published or if the basis on which it is calculated is altered to a material extent such other index which most closely resembles it to be agreed between the Parties;
"Interest"	means interest at 4 per cent above the base lending rate of Barclays Bank Plc from time to time;
"Key events"	means: <ul style="list-style-type: none"> <li>(i) Commencement of Development; and</li> <li>(ii) The date on which Vacant Possession of the Country Park Extension Land has been secured;</li> </ul>
"Occupation", "Occupy" and "Occupied"	means beneficial occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Party"	means the Council or the Developer as appropriate and "the Parties" shall be construed accordingly;
"Plan"	means the plan attached to this Deed;
"Planning Permission"	means the hybrid 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;
"Rapid Transit Safeguarded Land"	means the land on the western boundary of the Site shown coloured brown on Plan 2 which is to be safeguarded for a rapid transit corridor between the Vale of Glamorgan railway and Cardiff Airport;
"Site"	means the land against which this Deed may be enforced as shown edged red on the Plan;

"Vacant Possession"

means that the Developer has the right to exclusive use of the Country Park Extension Land, any previous occupant having moved off the said land;

"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 Developer under this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as local planning authority against the relevant covenanting party.

## **4 CONDITIONALITY**

Clauses 5 and 6 of this Deed are conditional upon and take effect on the Commencement of Development.

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## **5 THE DEVELOPER'S COVENANTS**

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

## **6 THE COUNCIL'S COVENANTS**

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

## **7 MISCELLANEOUS**

### **7.1 The Developer shall pay to the Council:**

7.1.1 on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed; and

7.1.2 within 28 days of the completion of this Deed the Administration Fee.

### **7.2 Nothing in this Deed shall create any rights in favour of any person not a party to it pursuant to the Contracts (Rights of Third Parties) Act 1999.**

### **7.3 This Deed shall be registrable as a local land charge by the Council.**

### **7.4 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.**

### **7.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.**

### **7.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Developer) it is modified by any statutory procedure or expires prior to the Commencement of Development.**

### **7.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest for which it shall continue to be liable. Neither the reservation of any rights nor the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause 7.7.**

### **7.8 Obligations contained in this Deed shall not be enforceable against:**

7.8.1 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; or

7.8.2 any mortgagee, charge, funder or lender unless it is in possession of the Site in which case it will be bound by the obligations as if it were a person deriving title from the Developer.

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

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

### **7.11 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.**

## **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 Developer: Legal & General Strategic Land 1 Coleman Street, London, EC2R 5AA marked for the attention of Development Land;

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

## **10 WAIVER**

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

## **11 CHANGE IN OWNERSHIP**

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

## **12 INDEXATION**

Any sum referred to in the Second and Third Schedules shall if there is any increase in the Index be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

## **13 INTEREST**

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

## **14 VAT**

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

## **15 JURISDICTION**

This Deed is governed by and interpreted in accordance with the 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:  
Mr Darren Parker  
Park House  
Greyfriars Road  
Cardiff  
CF10 3AF

Applicant:  
Legal & General (Strategic Land) Ltd

**Hybrid application comprising an outline application for the demolition of existing buildings and erection of 44.75ha Class B1/B2/B8 Business Park, car parking, landscaping, drainage infrastructure, ecological mitigation and ancillary works (all matters reserved aside from access) within Area A and a full application for change of use from agricultural land to country park (Use Class D2) within Area B. at Land at Model Farm, Port Road, Rhoose**

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 22 April 2021 subject to the following condition(s):

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

Reason:

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

2. Any application for approval of the reserved matters for any phase of development shall be made to the Local Planning Authority not later than three years from the date of this permission.

Reason:

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

Reason:

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

6. No development, or preparatory works such as site clearance, shall take place until a Dormouse Conservation Strategy has been submitted to and approved by the Local Planning Authority. The strategy shall set out the likely impacts of the proposals on dormice, and detail measures that will be put in place to mitigate and/or compensate the impacts on dormice (as appropriate). The Strategy shall include:

- A plan showing habitat to be lost, created and retained, which should identify the extent and location on appropriate scale;
- Details of protective measures to be taken to minimise the impacts;
- Proposals to minimise the severance of dormouse habitat, including at least 2 safe crossings for dormice where green infrastructure is severed by the central spine/access road;
- Details of the nature and widths of dormouse habitat buffers, and where these will apply across the site; we would advise that these are planted with appropriate species
- Details of the condition of current dormouse habitat, proposed habitat enhancement measures, and the condition of dormouse habitat that these aim to achieve;
- Details of phasing of construction activities and conservation measures, including a timetable for implementation of mitigation demonstrating that works are aligned with the proposed phasing of the development;
- Details of initial aftercare and long-term management including details of who will be responsible for and how long-term management will be funded;

The Dormouse Conservation Strategy shall thereafter be implemented in accordance with the approved details.

Reason: In the interests of ecology and to ensure compliance with Policies SP1 (Delivering the Strategy), MD9 (Promoting Biodiversity) and MG19 (Sites and Species of European Importance) of the Local Development Plan.

7. No development, or preparatory works such as site clearance, shall take place until a Biodiversity Management Strategy has been submitted to and approved by the Local Planning Authority. The Strategy shall include:

- Details of habitats, landscape, environmental and ecological features present or to be created at the site, including maps to show their present and desired distribution;
- Details of the desired conditions of features (present and to be created) at the site;

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), MD 1 (Location of New Development) and MD2 (Design of New Developments) of the Local Development Plan.

9. No development shall take place on any phase of the development, until a foul water drainage scheme, for that phase and/or other identified part, has been submitted to and agreed in writing by the Local Planning Authority. Thereafter, the scheme shall be implemented in accordance with the approved details prior to the occupation of the development and no further foul water, surface water and land drainage shall be allowed to connect directly or indirectly with the public sewerage system.

Reason: To prevent hydraulic overloading of the public sewerage system, to protect the health and safety of existing residents and ensure no pollution of or detriment to the environment and to comply with the terms of Policies SP1 (Delivering the Strategy) and MD1 (Location of New Development) of the Local Development Plan.

10. No development shall take place on any phase of development, until a point of connection on the public sewerage system for that phase and/or other identified part, has been identified by a hydraulic modelling assessment, which shall be first submitted to and approved in writing by the Local Planning Authority. Thereafter, the connection shall be made in accordance with the recommended connection option following the implementation of any necessary reinforcement works to the sewerage system, as may be identified by the hydraulic modelling assessment.

Reason:

To prevent hydraulic overloading of the public sewerage system, to protect the health and safety of existing residents and ensure no pollution of or detriment to the environment in accordance with Policy MD7 of the Local Development Plan.

11. No development shall take place on any phase of development until a potable water scheme to serve the site, and for that phase of development and/or other identified part, has been submitted to and approved by the Local Planning Authority. The scheme shall demonstrate that the existing water supply network can suitably accommodate the proposed development site. If necessary, a scheme to reinforce the existing public water supply network in order to accommodate the site shall be delivered prior to the occupation of any building. Thereafter, the agreed scheme shall be constructed in full and remain in perpetuity.

Reason:

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

15. Prior to the commencement of development, a Highway Signing Strategy shall be submitted and approved in writing by the Local Planning Authority. The Strategy shall thereafter be implemented in accordance with the approved details.

Reason:

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

16. No development shall take place until the applicant, or their agents or successors in title, has secured agreement for a written scheme of historic environment mitigation which has been submitted by the applicant and approved by the Local Planning Authority. Thereafter, the programme of work will be fully carried out in accordance with the requirements and standards of the written scheme.

Reason:

To identify and record any features of archaeological interest discovered during the works, in order to mitigate the impact of the works on the archaeological resource and to ensure compliance with Policies SP1 (Delivering the Strategy), SP10 (Built and Natural Environment) and MD8 (Historic Environment) of the Local Development Plan.

17. No development shall take place until a Bird Hazard Management Plan (BHMP), for the operational phase of the development, has been submitted to and approved by the Local Planning Authority. The Plan shall detail mitigation measures to be in place for the built environment, proposed landscaping and SuDS, aimed at reducing the risk of birdstrike at Cardiff Airport. The plan should include threshold numbers of target species (that will initiate mitigation) and failure criteria to assure the efficacy of the plan.

Reason:

To mitigate the risk of birdstrike during construction activity in the interest of air traffic safety

Reason:

To ensure that the construction of the development is undertaken in a neighbourly manner and in the interests of the protection of amenity and the environment and to ensure compliance with the terms of Policy MD7 (Environmental Protection) of the Local Development Plan.

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

Reason:

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

21. No development shall take place until a Highway Condition Survey Report (along a haulage route agreed with The Councils Highway Network Manager and undertaken by a suitably qualified Highway Maintenance Consultant) has been submitted to and approved by the Local Planning Authority. It shall also be accompanied by details of timings for subsequent Highway Condition Surveys to be undertaken, post completion of appropriate phases or at other agreed intervals, that will identify any difference in the condition of the highway since the first survey and report, and any remedial works that may be required.

Reason:

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

22. The remedial works identified within the subsequent Highway Condition Surveys and Reports, referred to in the above condition, shall be carried out within three months of the date of the approval of that report.

24. Prior to the commencement of each phase of development, an assessment of the nature and extent of contamination shall be submitted to and approved in writing by the Local Planning Authority. This assessment must be carried out by or under the direction of a suitably qualified competent person \* in accordance with BS10175 (2011) Code of Practice for the Investigation of Potentially Contaminated Sites and shall assess any contamination on the site, whether or not it originates on the site.

The report of the findings shall include:

(i) ..an intrusive investigation to assess the extent, scale and nature of contamination which may be present, as recommended by the Phase 1 Combined Geo-environmental and Geotechnical Assessment Desktop Study (5 August 2019) (13 December 2019)

(ii) an assessment of the potential risks to:

- human health,
- ground waters and surface waters adjoining land,
- property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
- ecological systems,
- archaeological sites and ancient monuments; and
- any other receptors identified at (i)

(iii) an appraisal of remedial options, and justification for the preferred remedial option(s).

All work and submissions carried out for the purposes of this condition must be conducted in accordance with DEFRA and the Environment Agency's 'Model procedures for the Management of Land Contamination, CLR 11' (September 2004) and the WLGA / WG / NRW guidance document 'Land Contamination: A guide for Developers' (2017) unless the Local Planning Authority agrees to any variation.

\* A 'suitably qualified competent person' would normally be expected to be a chartered member of an appropriate professional body (such as the Institution of Civil Engineers, Geological Society of London, Royal Institution of Chartered Surveyors, Institution of Environmental Management) and also have relevant experience of investigating contaminated sites.

Reason:

To ensure that information provided for the assessment of the risks from land contamination to the future users of the land, neighbouring land, controlled waters, property and ecological systems is sufficient to enable a

CLR 11' (September 2004) and the WLGA / WG / NRW guidance document ' Land Contamination: A guide for Developers' (2017), unless the Local Planning Authority agrees to any variation.

Reason :

To ensure that any unacceptable risks from land contamination to the future users of the land , neighbouring land, controlled waters, property and ecological systems are minimised, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and to ensure compliance with Policies SP1 (Delivering the Strategy) MD7- Environmental Protection of the Adopted LDP 2011-2026.

27. 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 found has been approved. An investigation and risk assessment must be undertaken and where remediation is necessary a remediation scheme and verification plan must be prepared and submitted to and approved in writing by the Local Planning Authority. Following completion of measures identified in the approved remediation scheme a verification report must be submitted to and approved in writing by the Local Planning Authority. The timescale for the above actions shall be agreed with the LPA within 2 weeks of the discovery of any unsuspected contamination.

Reason:

To ensure that any unacceptable risks from land contamination to the future users of the land , neighbouring land, controlled waters, property and ecological systems are minimised, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and to ensure compliance with Policies SP1 (Delivering the Strategy) MD7- Environmental Protection of the Adopted LDP 2011-2026

28. Any topsoil (natural or manufactured) or subsoil, and any aggregate (other than virgin quarry stone) or recycled aggregate to be imported (and any site won material including soils, aggregates, recycled materials) shall be assessed for chemical or other potential contaminants in accordance with a scheme of investigation which shall be submitted to and approved in writing by the Local Planning Authority in advance of its importation. Only material approved by the Local Planning Authority shall be imported. All measures specified in the approved scheme shall be undertaken in accordance with the relevant Code of Practice and Guidance Notes.



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.

31. Prior to the commencement of development, the detail of the intersections of the green infrastructure with the roads and pedestrian routes shall be submitted to and agreed in writing by the Local Planning Authority. The proposals shall be implemented in accordance with the approved details.

Reason:

To ensure a well-designed development, with appropriate green infrastructure distributed across the site which will remain unlit, so as to continue to allow bats and other species to move through the landscape 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.

32. Prior to the commencement of any phase of the development, including site clearance, a pre-construction protected species survey shall be carried out for that phase. If the survey confirms the presence of protected species, no development or site clearance shall take place until the results of the survey, together with proposed mitigation measures, have been submitted to and approved in writing by the Local Planning Authority. The mitigation measures shall thereafter be carried out in accordance with the approved details.

Reason: To ensure the potential presence or absence of protected species is confirmed, prior to construction and where necessary, remedial measures are implemented for their protection, in the interests of ecology and to ensure compliance with Policies MG19, MG20, MG21 and MD9 (Promoting Biodiversity) of the LDP.

33. Prior to the first beneficial occupation of each phase of the development, full details of the proposed external lighting shall be submitted to and approved in writing by the Local Planning Authority. The lighting shall thereafter be carried out in full accordance with the approved details and prior to the first beneficial occupation of that phase of the site (or reserved matters application) to which the lighting relates. The lighting scheme shall include:

- Details of the siting and type of external lighting to be used;

To ensure that the developer facilitates best available access for local people to the opportunities for employment arising from the construction and operation of the development, and to ensure compliance with Policies SP1 (Delivering the Strategy), SP5 (Employment Requirements), MD14 (New Employment Proposals, and the wider economic objectives of the Local Development Plan.

36. Prior to beneficial occupation of any building / development plot of the development hereby approved, a Training and Development Scheme for future employees within that respective part of the development shall be submitted to and approved in writing by the Local Planning Authority. The Strategy shall include measures for training and development, such as apprenticeship schemes, and timings of their implementation. The Scheme shall thereafter be implemented in accordance with the approved details.

Reason:

To ensure that the developer facilitates best available access for local people to the opportunities for employment arising from the construction and operation of the development, and to ensure compliance with Policies SP1 (Delivering the Strategy), SP5 (Employment Requirements), MD14 (New Employment Proposals, and the wider economic objectives of the Local Development Plan.

37. The development shall be carried out in accordance with the document JNY9624-05 v.3 - Framework Travel Plan.

Reason:

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

38. No more than 20,000 sq.m gross floor area of the development shall be put into beneficial occupation until provision of a compliant Active Travel Route has been completed along Port Road, connecting the site to existing facilities at Cardiff Airport and Barry (Weycock Cross).

Reason:

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

42. The application(s) for reserved matters shall be accompanied by a statement which explains how that phase of development has regard to the design objectives of the site (Design Brief V6) and has explored opportunities for delivery of public art

Reason:

Due to the strategic location of the site and control the precise nature of the use in compliance with the terms of Policies SP1 (Delivering the Strategy), MD2 (Design of New Development), and MG10 (St Athan - Cardiff Airport Enterprise Zone) of the Local Development Plan.

43. Each phase of development shall provide a minimum of 10% of all car parking spaces provided therein to have electric vehicle charging points prior to beneficial occupation of that phase of the development which shall remain available for their designated use in perpetuity.

Reason:

To ensure the provision on site of electric vehicle charging point parking to serve the development to ensure compliance with policy 12 of Future Wales: The National 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 Local Development Plan 2011-2026.

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

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 for the area comprises the Vale of Glamorgan Adopted Local Development Plan 2011-2026 and Future Wales – the National Plan 2040. In accordance with Regulation 25(1) of The Town and Country Planning (Environmental Impact Assessment) (Wales) Regulations 2017, the Local Planning Authority has examined the environmental information submitted with this application

waste management license. The following must not be imported to a development site;

- Unprocessed / unsorted demolition wastes.
- Any materials originating from a site confirmed as being contaminated or potentially contaminated by chemical or radioactive substances.
- Japanese Knotweed stems, leaves and rhizome infested soils. In addition to section 33 above, it is also an offence under the Wildlife and Countryside Act 1981 to spread this invasive weed; and
- (iii) the safe development and secure occupancy of the site rests with the developer.

Proposals for areas of possible land instability should take due account of the physical and chemical constraints and may include action on land reclamation or other remedial action to enable beneficial use of unstable land.

The Local Planning Authority has determined the application on the basis of the information available to it, but this does not mean that the land can be considered free from contamination.

3. Secured by design has been shown to reduce crime risks by up to 75 % further information about this can be found on [www.securedbydesign.com](http://www.securedbydesign.com). South Wales Police welcome the opportunity to work with developers to achieve Secured by Design on the proposed developments. The applicant is advised to contact Gwyn Batten at South Wales Police on 01656 761888 to ensure that the development complies with Secured by Design Standards.

The applicant should consider the following to reduce the risk of crime.

- 1) Ensure that a perimeter fence at least 2.4m high and of light coloured weld mesh construction is erected to posts with galvanised fixings on the inside of the posts that securely attach the weldmesh and that are embedded in concrete (LPS 1175:ISSUE 7, SECURITY RATING 2)
- 2) Gated entrance with a gate to the same height as the fence. The gates should be free from foot holds that can be used to climb and to LPS 1175: ISSUE 7, SECURITY RATING 2 standard.
- 3) An appropriate access control system is installed – this could be by means of gate house during the day or automatic gates operated by key/ card/manual control.
- 4) CCTV system that is capable of recording and retaining information of evidential quality for a minimum of 30 days. Reason: to

3), will require SuDS Approval Body (SAB) approval prior to the commencement of construction.

Further information of the SAB process can be found at our website or by contacting our SAB team: [sab@valeofglamorgan.gov.uk](mailto:sab@valeofglamorgan.gov.uk)

5. The applicant is advised to contact Dwr Cymru Welsh Water Developer Services at an early stage to discuss foul drainage options and water supply to the site.

The applicant may need to apply to Dwr Cymru / Welsh Water for any connection to the public sewer under S106 of the Water Industry Act 1991. If the connection to the public sewer network is either via a lateral drain (i.e. a drain which extends beyond the connecting property boundary) or via a new sewer (i.e. serves more than one property), it is now a mandatory requirement to first enter into a Section 104 Adoption Agreement (Water Industry Act 1991). The design of the sewers and lateral drains must also conform to the Welsh Ministers Standards for Gravity Foul Sewers and Lateral Drains, and conform with the publication "Sewers for Adoption"- 7th Edition. Further information can be obtained via the Developer Services pages of [www.dwrcymru.com](http://www.dwrcymru.com)

The applicant is also advised that some public sewers and lateral drains may not be recorded on our maps of public sewers because they were originally privately owned and were transferred into public ownership by nature of the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011.

The presence of such assets may affect the proposal. In order to assist us in dealing with the proposal the applicant may contact Dwr Cymru Welsh Water on 0800 085 3968 to establish the location and status of the apparatus. Under the Water Industry Act 1991 Dwr Cymru Welsh Water has rights of access to its apparatus at all times.

6. The applicant is advised to

1. Follow the risk management framework provided in CLR11, Model Procedures for the Management of Land Contamination, when dealing with land affected by contamination.
2. Refer to the Environment Agency's 'Guiding Principles for Land Contamination' for the type of information that we require in order to assess risks to controlled waters from the site. The Local Authority can advise on risk to other receptors, such as human health.
3. Refer to the Environment Agency's (2018) 'Approach to Groundwater Protection'

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

10. Please note, Western Power stated their immediate concerns are the close proximity of the development to our overhead lines, to ensure they comply with current ESQCR Regulations, statutory distances must be kept from any fixed objects as per GS6 guidance from the Health and Safety Executive.

Furthermore, if there are new sub-stations installed/required on site to feed the development, they would request as part of the new connections process, the freehold for these sites, to ensure we have full control for any future maintenance of the sub-stations.

The developer in the first instance, should make an application for a quotation directly with Western Power, to divert any overhead and underground lines, which are affected by the development and for any new connections that are required.

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.

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

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

BUILDING REGULATIONS  
LISTED BUILDING LEGISLATION  
HIGHWAY LEGISLATION

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

**Please quote the application number in all correspondence.**



## **SECOND SCHEDULE**

### **The Developer's Covenants with the Council**

#### **1. COUNTRY PARK EXTENSION LAND TRANSFER**

- 1.1 Subject to the Developer having secured Vacant Possession of the Country Park Extension Land (the Developer having used reasonable endeavours to secure the same) to deliver to the Council the Country Park Extension Land Transfer duly executed by the Developer on the date of the Commencement of the Development or within 12 months of the Developer having secured Vacant Possession of the Country Park Extension Land (whichever is the later).

#### **2. COUNTRY PARK EXTENSION CONTRIBUTION**

- 2.1 To pay the Country Park Extension Contribution to the Council by way of the following instalments:
- (a) to pay the sum of Two Hundred and Thirty-One Thousand and Five Hundred Pounds (£231,500) to the Council within 28 days of the Council completing the Country Park Extension Land Transfer;
  - (b) to pay the further sum of One Hundred Thousand Pounds (£100,000) on the first anniversary of the date of completion of the Country Park Extension Land Transfer;
  - (c) to pay a further sum of One Hundred Thousand Pounds (£100,000) on the second anniversary of the date of completion of the Country Park Extension Land Transfer; and
  - (d) to pay the final sum of One Hundred Thousand Pounds (£100,000) on the third anniversary of the date of completion of the Country Park Extension Land Transfer.

#### **3. FOOTWAY/CYCLEWAY LAND TRANSFER**

- 3.1 To deliver to the Council the Footway/Cycleway Land Transfer duly executed by the Developer on the date of the Commencement of the Development or within 12 months of the grant of the Planning Permission (whichever is the later).

#### **4. RAPID TRANSFER LAND SAFEGUARDING AND CAR PARKING LAND SAFEGUARDING**

- 4.1 The Developer shall not for a period of 10 years commencing on the date of this Deed build any permanent structure on the Rapid Transfer Safeguarded Land or the Car Parking Safeguarded Land without the prior written consent of the Council.
- 4.2 If no later than 3 months prior to the expiry of the ten year period referred to in paragraph 4.1 of this Second Schedule, a completed Governance for Railway Investment Projects Stage 5 detailed design is presented to the Developer together with evidence of the inclusion of the rapid transit route in the relevant Transport Plan then the Developer shall not for a further period of 10 years build any permanent structure on the Rapid Transfer Safeguarded Land or the Car Parking Safeguarded Land without the prior written consent of the Council.
- 4.3 The Developer and the Council hereby agree that the Developer shall be entitled at any time from the date of this Deed to transfer or lease or otherwise dispose of the Rapid Transfer Safeguarded Land or the Car Parking Safeguarded Land to the owners or promoters of a rapid transit corridor



between the Vale of Glamorgan railway and Cardiff Airport or such other party on such terms as are agreed between the relevant parties.

### **THIRD SCHEDULE**

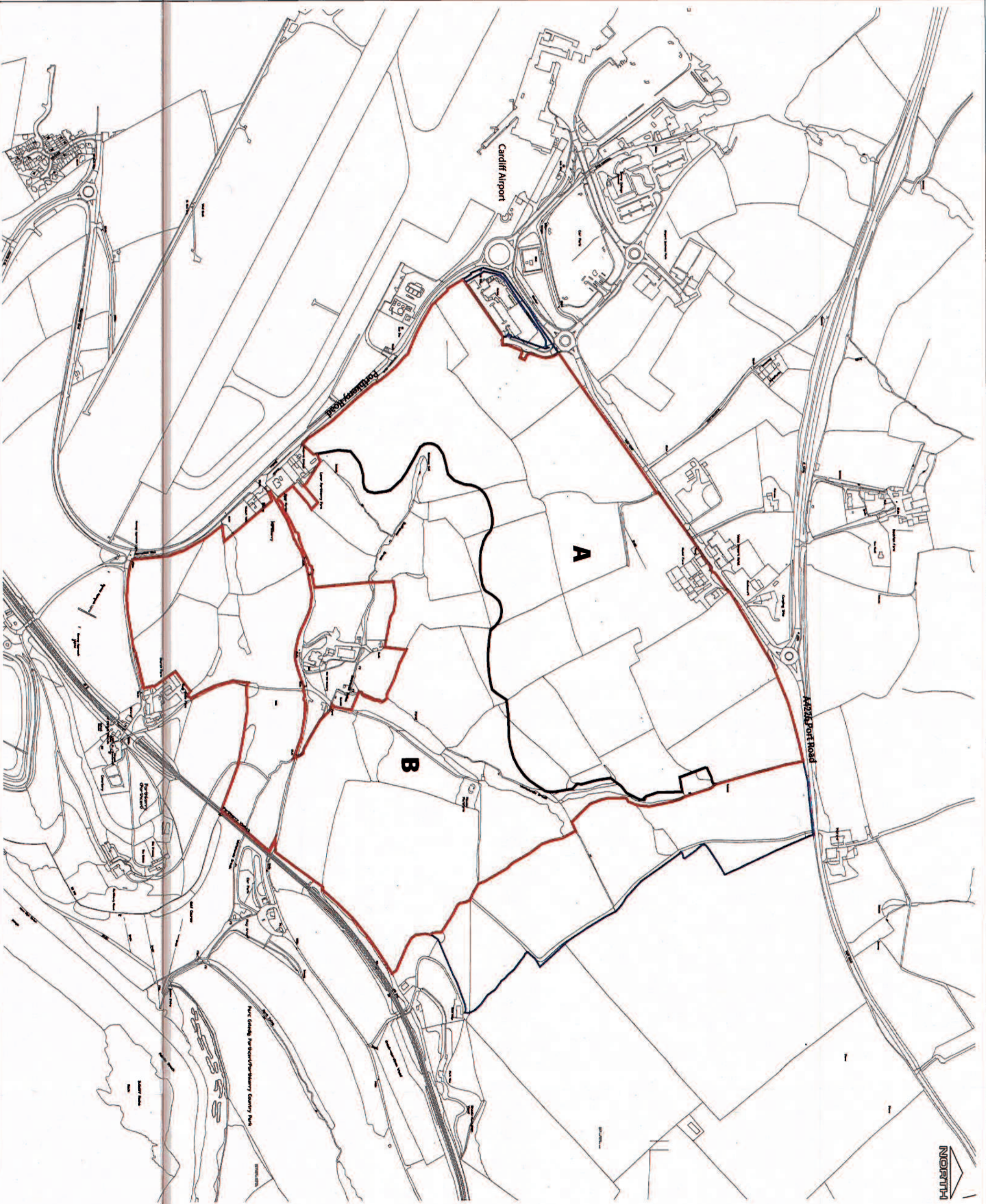
#### **The Council's Covenants**



1. The Council hereby covenants, to use all sums received under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.
2. The Council covenants that it will pay to the payee, such amount of any payment made to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within twenty years of the date of receipt by the Council of such payment together with any Interest accrued thereon for the period from the date of payment to the date of refund such repayment to be made within 10 Working Days of a written request for repayment being made by the relevant Party or his successor or the payee to the Council.
3. The Council covenants that, if requested by the Developer, to account to the Developer as to how the sums received under the terms of this Deed have been spent.
4. The Council covenants to provide to the Developer of a copy of the Country Park Extension Land Transfer and the Footway/Cycleway Land Transfer within 7 days of completion of the same.

**PLAN 1**

**Site Plan**





-  Land In Ownership of L&G
-  Site Boundary

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Rev	Description	Date	Issued	Checked



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Client Legal and General  
(Strategic Land) Ltd

Project Parc Busnes Porth Cymru

Title Site Boundary Plan

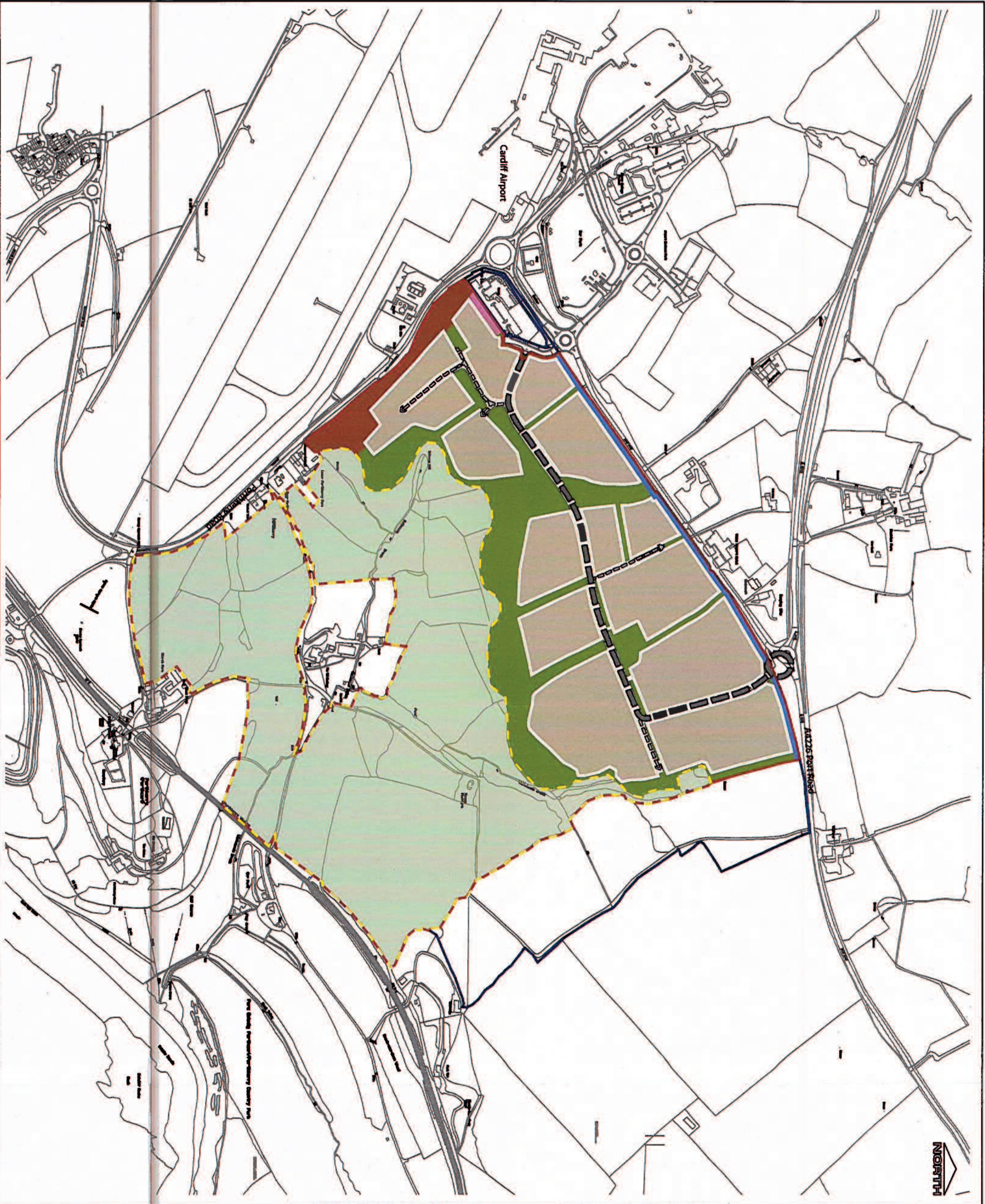
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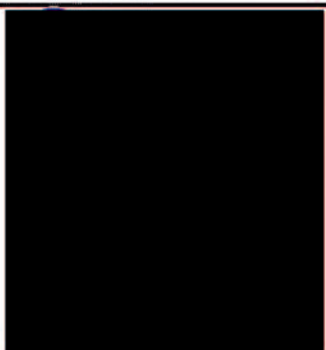


**PLAN 2**





- Land in Ownership of L&G
- Site Boundary
- Portkerry Park Extension Boundary
- Development - B1 (Office) - B2 - B8
- Proposed Spine Road Corridor (setting of spine road shown in a corridor to allow flexibility for final alignment)
- Access Roads
- Proposed Open Space/ Green Infrastructure
- Proposed 10m Footway/Cycleway
- Indicative Safeguarded Land for Future Rapid Transit Corridor
- Potential Area for Relocated Hotel Car Parking (approx. 1,500 sqm)



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Project Parc Busnes Porth Cymru

Title S106 Plan

Status Drawn by

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Job Ref Scale@A2

JCD0064 1:5000

Drawing Number JCD0064-100

Rev B

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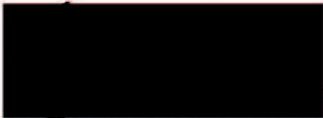
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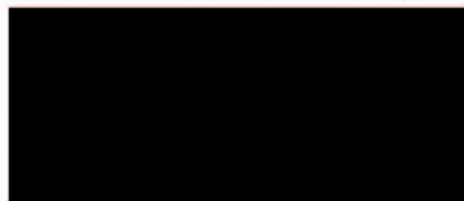
IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

EXECUTED as a DEED on behalf of the Vale of Glamorgan Council  
By the affixing of its seal in the presence of

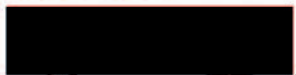


  
DEBBIE MARLES/VICTORIA DAVIDSON  
Head of Legal and Democratic Services/Operational Manager Legal Services

EXECUTED AS A DEED BY  
Legal and General (Strategic Land) Limited  
Acting by a Director



in the presence of



Signature of Witness



Name in block capitals

Address... 16 cambium

Apartments, 1 Batrice

Place, London

SW19 6BU

Occupation Development manager

