

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

relating to the development of Former
Cowbridge Comprehensive School, Aberthin
Road, Cowbridge, Vale of Glamorgan

Dated:

20th December

2022

Vale of Glamorgan Council (1)

Trustees of the Sir Thomas Mansel Franklin Trust (2)

Hafod Housing Association Limited (3)

DATE

20th December

2022

PARTIES

- (1) **Vale of Glamorgan Council** of Civic Offices, Holton Road, Barry, CF63 4RU ("**Council**"); and
- (2) **Paul Martin Blamey** of 2 High Cottages St Mary Church Cowbridge CF71 7LT, **Sarah Elizabeth Smith** of 6 Cae Rex Llanblethian Cowbridge CF71 7JS, **Hilary Jayne Drew** of Cartref St Hilary Cowbridge CF71 7DP **John George Richards Homfray** of Llwynhelig Cottage Cowbridge CF71 7FF ~~Stephen~~ **Robert Blackman** of Chatwood Llansannor Cowbridge CF71 7RX and **Peter Trevor Lewis** of Hendre Owen Farm Llandharan Pontyclun CF72 9NH as **TRUSTEES OF THE SIR THOMAS MANSEL FRANKLIN TRUST** ("**Owner**")
- (3) **Hafod Housing Association** a charitable registered society under the Co-Operative and Community Benefits Societies Act 2014 (Mutuals Public Register Number 18766R) whose registered office is at St Hilary Court, Copthorne Way, Culverhouse Cross, Cardiff, CF5 6ES ("**Developer**")

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Owner is the freehold owner of the Site registered at HM Land Registry with title number CYM738841.
- 3 The Developer has entered into a conditional contract for sale with the Owner to purchase the Site from the Owner conditional upon (amongst other things) the issue of the Planning Permission.
- 4 The Developer has submitted the Application to the Council and the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 5 The Owner and the Developer have agreed in contemplation of the issue of the Planning Permission that the Site will be bound by the 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 Three Thousand Six Hundred and Forty Eight Pounds (£3,648.00); |

"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 Units"

means those Dwellings to be built and thereafter occupied as Affordable Housing comprising not less than 100% of the total number of Dwellings to be built on the Site pursuant to the Planning Permission which shall all be Social Rented Housing;

"Affordable Rent"

means (in cases where the relevant landlord is not a Local Authority) for Social Rented Housing 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;

"Application"

means the application for full planning permission registered by the Council on 18 December 2018 submitted to the Council for the Development and allocated reference number 2018/01408/FUL;

"Build Cost"

means the agreed price for which a contractor is prepared to do the work and which the Developer is prepared to pay for the work to construct the buildings pursuant to the Planning Permission which for the avoidance of doubt excludes any professional and statutory fees which could be included within it under a design and build form contract and shall also exclude the costs of fitting out any buildings;

"Chargee"

means any mortgagee or chargee of the RSL or of an Affordable Housing Unit following any transfer or grant of a lease of an Affordable Housing Unit by the RSL only or a receiver or manager (including an administrative receiver) appointed by any such mortgagee or chargee pursuant to the Law of Property Act 1925 or otherwise or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any

	<p>administrator (howsoever appointed) including a housing administrator or the successors in title to such mortgagee or chargee or any receiver or manager or administrator;</p>
<p>“Chargee’s Duty”</p>	<p>means the tasks and duties set out in paragraph 1.11 of Part 2 of the Third Schedule;</p>
<p>“Commencement of Development”</p>	<p>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 construction of access and service roads and/or the temporary display of site notices or advertisements;</p>
<p>“Community Facilities”</p>	<p>means facilities (a park, building or structure) or services within Cowbridge which meet local community needs and are publicly available, which consists of either the provision of new facilities or enhancement of existing community facilities in Cowbridge;</p>
<p>“Community Facilities Contribution”</p>	<p>means a financial contribution in the sum of Eleven Thousand Three Hundred and Forty Pounds (£11,340.00) payable to the Council to provide or improve the Community Facilities;</p>
<p>“Development”</p>	<p>means the development of the Site for the demolition of the existing school, development of 34 Dwellings (30 flats and four houses) and associated works including the construction of bespoke bat root, access, parking and landscaping, as set out in the Application;</p>
<p>“Development Quality Requirements”</p>	<p>means the development quality requirements produced by the Welsh Government current at the time of construction of the Affordable Housing Units;</p>
<p>“Dwelling”</p>	<p>means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission;</p>
<p>“Expert”</p>	<p>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</p>

	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 THAT this does not include low cost market housing which the Welsh Government does not consider to be Affordable Housing for the purpose of the land use planning system;
"Key Events"	means: <ul style="list-style-type: none"> (i) Commencement of Development; (ii) Practical Completion of the 1st Dwelling; (iii) Practical Completion of the final Dwelling;
"Market Housing Units"	means that part of the Development which is general market housing for sale on the open market and which are not Affordable Housing and Market Housing Unit shall be construed accordingly;
"Market Value"	means the value having regard to the market definition and the guidance set out in the current edition of the RICS Valuation Standards in place from time to on the basis of a willing buyer and a willing seller in an arm's length and unconditional transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion excluding hope value of alternative development or any additional bid by a purchaser with a special interest;
"Occupation", "Occupy" and "Occupied"	means beneficial occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Party"	means the Council, the Developer or the Owner as appropriate and "the Parties" shall be construed accordingly;

"Plan"	means the plan attached to this Deed;
"Planning Permission"	means the full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in draft form in the First Schedule;
"Practical Completion"	means the date on which a Dwelling is certified as having been completed in accordance with the requirements of the National House Building Council (or like regulatory body) so as to enable immediate occupation;
"Public Art"	means art that is the original work of a living professional artist and is created for a particular place, commissioned by or working in collaboration with others such as architects, landscape designers, planners, developers, arts officers and community representatives or the provision of facilities which enable the creation or display of art (including any art displayed in such facilities);
"Public Art Contribution"	means a sum equivalent to 0.26% of the Build Costs of the Development;
"Public Open Space"	means land laid out as public garden, or used for the purpose of public recreation, or open space of public value including land or areas of water which offer opportunities for sport, recreation and tourism and children's playgrounds;
"Public Open Space Contribution"	means a financial contribution in the sum of Ninety Thousand Seven Hundred and Twelve Pounds (£90,712.00) payable to the Council to provide new Public Open Space facilities within the vicinity of the site or enhance existing facilities, including but not limited to, improving facilities at the Bear Field, Old Hall Gardens, Physic Gardens, Police Field and/or Twt Park;
"RSL"	means a registered social landlord as defined in Part 1 of the Housing Act 1996 who is registered with the Welsh Government pursuant to Section 3 of that Act and has not been removed from the register pursuant to Section 4 of that Act and is zoned for any development in the Vale of Glamorgan;
"Site"	means the land against which this Deed may be enforced as shown edged red on the Plan;
"Social Rented Housing"	means housing provided by the RSL where rent levels have regard to the target rent which is established by the RSL for the Vale of Glamorgan area and approved by the Welsh Government from time to time and where there are secure mechanisms in place to ensure that it is accessible to those who cannot afford housing at

open market values and reference to Social Rented Housing Unit(s) shall be construed accordingly;

“Sustainable Transport Contribution” means a financial contribution in the sum of Twenty Thousand Seven Hundred Pounds (£20,700.00) 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 and to the town centre;

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

2 CONSTRUCTION OF THIS DEED

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

3 LEGAL BASIS

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

4 CONDITIONALITY

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

5 THE OWNER'S AND THE DEVELOPER'S COVENANTS

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

6 THE COUNCIL'S COVENANTS

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

7 MISCELLANEOUS

7.1 The Developer shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.

7.2 The Developer shall pay to the Council on completion of this Deed the Administration Fee.

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

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

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

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

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

7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest for which it shall continue to be liable. Neither the reservation of any rights nor the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause 7.8.

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

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

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

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

- 7.11 The Parties agree with one another to act reasonably and in good faith in the fulfilment of the objectives of this Deed.
- 7.12 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.13 The Council agrees to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Deed, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.
- 7.14 At the written request of the Owner or the Developer or of the successors in title to the Site, the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when the Council is satisfied that such obligations have been performed.

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 or 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 c/o JCP Solicitors, The Pavilion, 60 Eastgate, Cowbridge, Vale of Glamorgan, CF71 7AB (ref: CQD/104568/2;
- c. for the Developer: Hafod Housing Association Limited, St Hilary Court, Copthorne Way, Culverhouse Cross, Cardiff, CF5 6ES marked for the attention of Rachael Hopkins;

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 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.

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.

17 CHARITY

17.1 From completion of its acquisition of the Site it shall be held by the Developer (or in trust for) Hafod Housing Association Limited an exempt charity.

17.2 The Owner acting by its charity trustees has the power under the trusts of the charity to effect the disposition made pursuant to this contract and have complied with sections 117 and 121 of the Charities Act 2011 in so far as these sections are applicable to this transaction.

FIRST SCHEDULE

Form of Draft Planning Permission

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2018/01408/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:
Mr Steffan Harries
LRM Planning
22, Cathedral Road
Cardiff
CF11 9LJ

Applicant:
Hafod Housing
C/o Agent

Proposed demolition of existing school, development of 34 dwellings (30 flats and four houses) and associated works including the construction of bespoke bat roost, access/parking and landscaping at Former Cowbridge Comprehensive School, Aberthin Road, Cowbridge

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 21 January 2020 subject to the following condition(s):

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

Reason:

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

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

3703/PA 001 Rev A Site Location Plan
3703-PA-210 Rev I - Proposed Site Layout
620-0001-SP01 Rev C - Swept Path Analysis
620-0001-SK01 Rev D - Proposed Site Access Visibility
319/2/E1 - M & E Site Plan
Tamlite Lighting Data Sheet - City BL Extruded aluminium LED bollard
Lighting Report R4 - Option 1 - Bollard
Amended 421.01 Rev B Planting Plan
Amended 3703/PA/201 Rev A Existing Site Survey
Amended 3703/PA/211 Rev A Overlooking Distances
Amended 3703/PA/215 Rev A Apartment Block A Proposed Floor Plans

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Amended 3703/PA/216 Rev A Apartment Block A Proposed Elevations
Amended 3703/PA/220 Rev A Apartment Block B Proposed Floor Plans
Amended 3703/PA/221 Rev A Apartment Block B Proposed Elevations
Amended 3703/PA/225 Rev A 4B6P Proposed House Plans and Elevations
Amended 3703/PA/226 Rev A 3B5P Proposed House Plans and Elevations
Amended 3703/PA/227 Rev A 2B4P Proposed House Plans and Elevations
Amended 3703/PA/231 Rev A Proposed Cycle Store
Amended 3703/PA/232 Proposed Boundary Details
Amended 3703/PA/235 Rev A Proposed Site Sections
Amended 3703/PA/236 Proposed Site Sections Through Fly-over
Amended 3703/PA/240 Proposed Coloured Elevations
Amended 3703/PA/241 Proposed Coloured Elevations
Amended C1214-C-SK01 Rev B Drainage Strategy
Amended C1214-C-SK03 Rev B Site Contours Sketch

Amended Tree Survey
Amended Draft Tree Protection Plan
Amend Tree Constraints Plan
Amended Arboricultural Impact Assessment

Amended Planning Statement
Amended Design and Access Statement (version 2)
Amended Transport Statement
Additional Air Quality Assessment

Amended Archaeological and Heritage Assessment
Heritage Summary Report
Archaeological Evaluation
Noise Assessment Report March 2022

Extended Phase 1 and Bat Survey Report
Amended Hibernation Survey - Addendum Report Rev 2
Ecology Summer Survey Addendum Report
Soltys Brewster Ecology Response Ltr Sept 2021
Amended - 3703-PA-230 Rev A Proposed Bat Roost
Amended Ecology Report - Survey for Bats and Reptiles
Ecology comments from agent ecologist
Attachment to NRW email- with comments on email

ESP.7052b.3120 Geo-Environmental & Geo-Technical Report
ESP.7052b.3120 - Appendix A - Evaluation Methodology
ESP.7052b.3120 - Appendix B - Historical Maps
ESP.7052b.3120 - Appendix C - Envirocheck Data Report
ESP.7052b.3120 - Appendix D - BGS Borehole Records
ESP.7052b.3120 - Appendix E - Preliminary Uxo Risk Assessment
ESP.7052b.3120 - Appendix F - Trial Pit Records
ESP.7052b.3120 - Appendix G - Windowless Sample Drillhole Records
ESP.7052b.3120 - Appendix H - Results of Soakaway Infiltration Testing
ESP.7052b.3120 - Appendix I - Results of DCP Testing

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**ESP.7052b.3120 - Appendix J - Results of Gas and Ground Monitoring
ESP.7052b.3120 - Appendix K - Geotechnical Lab Test Results
ESP.7052b.3120 - Appendix L - Geoenvironmental Lab Test Results
ESP.7052b.3120 - Cowbridge Plates
ESP.7052b.3120 - Fig 1 - Site Features
ESP.7052b.3120 - Fig 2 - Investigation Point Plan**

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

- 3. Notwithstanding the submitted details, and prior to their use on site samples of all materials and finishes to be used in the construction of the development hereby approved shall be submitted to and approved in writing by the Local Planning Authority. The development shall be completed in accordance with the approved details prior to its first beneficial use.**

Reason:

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

- 4. Notwithstanding the submitted plans no development (or any site clearance / demolition) shall commence until full details of existing ground levels within and adjacent to the site and proposed finished external and floor levels of the buildings have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.**

Reason:

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

- 5. Notwithstanding the submitted plans, prior to the commencement of development (including any demolition) full details of all means of enclosure around and within the site, including details of any existing enclosures which are to be retained/altered, in addition to details of the works to reinstate / alter the existing low level stone wall, stone piers and railings and a 1.8m high stone wall along eastern boundary of Plot 1. shall be submitted to and approved in writing by the Local Planning Authority. Where the agreed means of enclosure forms the site boundary with adjacent dwellings, this means of enclosure shall be erected prior to the commencement of development (including any demolition). All other means of enclosure as approved shall be completed in accordance with the approved details prior to first beneficial occupation of the respective houses**

and flats and shall thereafter be so retained. 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 other fences, gates or walls shall be erected within the site other than those agreed.

Reason:

To safeguard the amenity and privacy of adjoining occupiers and in the interests of visual amenity as required by Policy MD2 (Design of New Development) of the Local Development Plan.

6. Notwithstanding the submitted details, a method statement setting out the "no dig" method of construction within the RPA area of the protected trees shall be submitted to and approved in writing by the Local Planning Authority. The "no dig" works shall thereafter be carried out in full accordance with the agreed method statement.

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) and MD2 (Design of New Developments) of the Local Development Plan.

7. All the trees shown on the Draft Tree Protection Plan shall be protected by fencing, the type of which shall be approved in writing by the Local Planning Authority. The fencing shall be erected in accordance with the approved details before any equipment, machinery or materials are brought onto the site for the purposes of the development, and shall be maintained* until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed within any fenced area, and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the prior written consent of the Local Planning Authority.

* the only works permitted with the Root Protection Area of the protected trees within the protective fencing is the "no dig construction" works which shall take place at the end of the contract after the completion of the houses and flats.

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) and MD2 (Design of New Developments) of the Local Development Plan.

8. Notwithstanding the submitted plans, other than demolition, no construction works shall take place until there has been submitted to and approved in writing by the Local Planning Authority an amended scheme of landscaping, which shall include a detailed layout and specification for the seating and play area. The seating and play areas shall thereafter be laid out in accordance with the agreed details, prior to the occupation of any of the flats and thereafter retained.

Reason:

To safeguard local visual amenities and to ensure appropriate amenity space provision for the occupiers and to ensure compliance with the terms of Policies SP1 (Delivering the Strategy) and MD2 (Design of New Developments) of the Local Development Plan.

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

Reason:

To ensure satisfactory maintenance of the landscaped area to ensure compliance with Policies SP1 (Delivering the Strategy) and MD2 (Design of New Developments) of the Local Development Plan.

10. The building and site must be development in line with the detailed noise mitigation measures as set out in the Noise Assessment Report March 2022, except for the 1.8m high fence to the eastern boundary of Plot 1, which shall be a 1.8m high stone wall. All mitigation measures shall be completed before the occupation of any of the dwellings or flats and thereafter retained in perpetuity.

Reason:

To safeguard the amenities of the residents and to ensure compliance with the terms of Policies SP1 (Delivering the Strategy) and MD2 (Design of New Developments) and MD7 (Environmental Protection) of the Local Development Plan.

11. Prior to occupation a post development noise assessment shall be undertaken and submitted for approval to the Local Planning Authority. The post development noise assessment shall demonstrate that all habitable rooms in the attic space achieve internal noise levels of 35dBA Leq16hour during the day and bedrooms achieve 30dBA Leq 8hour at night (with windows closed), consideration should also be taken in regards to the

LAMax 45db which will need to be achieved. The relevant flats that do not achieve the required standard shall not be occupied until such mitigation has been undertaken to comply with the above standards.

Reason:

In order to ensure that future occupants of the residential development are not affected by unacceptable levels of road noise to meet the noise impacts as set out in TAN 11 and to ensure compliance with the terms of Policies SP1 (Delivering the Strategy) and MD2 (Design of New Developments) and MD7 (Environmental Protection) of the Local Development Plan.

12. The building shall not be occupied until the parking, cycle parking and associated access and turning areas have been laid out on site in accordance with the approved plans and the approved layout shall thereafter be kept available for the parking of vehicles / cycle parking in perpetuity.

Reason:

To ensure that satisfactory vehicle and cycle 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.

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

- i) the parking of vehicles of site operatives and visitors;
- ii) loading and unloading of plant and materials and haulage routes;
- iii) storage of plant and materials used in constructing the development;
- iv) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
- v) wheel washing facilities;
- vi) a method statement for the phasing and demolition works of the building;
- vii) a scheme for recycling/disposing of waste resulting from demolition and construction works.
- viii) hours of construction;
- ix) lighting;
- x) management, control and mitigation of noise and vibration;
- xi) odour management and mitigation;
- xi) diesel and oil tank storage areas and bunds;
- xii) how the developer proposes to accord with the Considerate Constructors Scheme (www.considerateconstructorsscheme.org.uk) during the course of the construction of the development; and

xiii) a system for the management of complaints from local residents which will incorporate a reporting system.

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

Reason:

To ensure that the construction of the development is undertaken in a neighbourly manner and in the interests of the protection of amenity and the environment and to ensure compliance with the terms of Policies SP1 (Delivering the Strategy) and MD7 (Environmental Protection) of the Local Development Plan.

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

Reason:

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

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

contamination shall be undertaken in accordance with a scheme and timescale to be agreed in writing by the LPA.

Reason:

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

16. Any site won material including soils, aggregates, recycled materials shall be assessed for chemical or other potential contaminants in accordance with a sampling scheme which shall be submitted to and approved in writing by the Local Planning Authority in advance of the reuse of site won materials. Only material which meets site specific target values approved by the Local Planning Authority shall be reused.

Reason:

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

17. No dwelling or flat shall be occupied until the parking spaces and cycle storage, associated access and turning areas have been laid out within the site in accordance with drawing no 3703/PA/210 Rev I (Proposed Site Layout) which shall thereafter be retained in accordance with the approved layout in perpetuity.

Reason:

To ensure that satisfactory vehicle parking, access 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.

18. The development hereby approved shall have a minimum of 10% of all car parking spaces provided with charging "passive" infrastructure to include the necessary cabling and ducting to enable the simple installation and activation of EVCP parking spaces at a future date.

Reason:

To facilitate future provision of electric vehicle charging point parking to serve the development to ensure compliance with Policy 12 (Regional Connectivity) of Future Wales - The National Plan 2040.

19. Prior to the beneficial use of the building hereby approved, an ecological design strategy (EDS) addressing enhancement measures shall be submitted to and approved in writing by the local planning authority and the

development shall thereafter be carried out in accordance with the approved strategy within a timescale agreed within the EDS. The EDS shall include the following:

- a) Details of bird box provision
- b) Details of landscaping features
- c) Details of any additional ecological enhancements

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.

20. No demolition or removal of any internal features of the building shall commence until an appropriate programme of historic building recording and analysis has been secured (which shall take the form of a level III survey as set out in "Understanding Historic Buildings: A Guide to Good Recording Practice", Historic England, 2016) and implemented in accordance with a written scheme of investigation which shall first have been submitted to and approved in writing by the Local Planning Authority.

Reason:

As the building is of significance, the specified records are necessary in order that records are kept of any features of archaeological interest and to ensure compliance with Policies SP1 (Delivering the Strategy) and SP10 (Built and Natural Environment) of the Local Development Plan.

21. The drainage scheme for the site shall ensure that no surface water and/or land drainage shall be allowed to connect directly or indirectly with the public sewerage network.

Reason:

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

22. Other than demolition, no construction works shall commence on site until a detailed scheme for the surface water drainage of the site, showing how road and roof / yard water will be dealt with has been submitted and approved in writing by the LPA. If infiltration techniques are used, then the plan shall include the details of field percolation tests. Any calculations for onsite attenuation or discharge should also be included together with the details on the management of the drainage system. The approved scheme shall be implemented prior to first beneficial occupation of any unit.

Reason:

To ensure that effective drainage facilities are provided for the proposed development and that flood risk is not increased elsewhere and to prevent hydraulic overloading of the public sewerage system, pollution of the environment and to protect the health and safety of existing residents and ensure no detriment to the environment and to comply with the terms of Policies SP1 (Delivering the Strategy) and MD1 (Location of New Development) of the Local Development Plan.

23. Before the commencement on the construction of development, full engineering details of the extent of the extent of internal access road and turning area to be adopted, including drainage and lighting shall be submitted to and approved in writing by the Local Planning Authority. The engineering details as approved shall be fully completed before the first beneficial use of any of the houses and flats hereby approved.

Reason:

To ensure the means of access to the site is provided in accordance with the Council's standard details for adoption and in the interests 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.

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.

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.

Having regard to Policies SP1– Delivering the Strategy, SP3– Residential Requirement, SP4– Affordable Housing Provision, SP10- Built and Natural Environment, MG1 – Housing Supply in the Vale of Glamorgan, MG4 – Affordable Housing, MG1 – Sites and Species of European Importance, 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, MD5 - Development within Settlement Boundaries, MD6 - Housing Densities, MD7 - Environmental Protection, MD9 - Promoting Biodiversity of the Vale of Glamorgan Adopted Local Development Plan 2011-2026, and Future Wales – the National Plan 2040. Planning Policy Wales (Edition 11), Technical Advice Notes 2, 10, 11, 12 and 24, the Council's Supplementary Planning Guidance on Residential and Householder Development, Affordable Housing, Biodiversity and Development Parking Standards and Planning Obligations, whilst the proposal will result in the loss of a building which is considered to be of architectural / historic merit, the proposal would result in the delivery of much needed affordable housing, the merits of which are considered to outweigh the loss of the building and the scheme is considered acceptable having regard to the design, scale and visual impact of the buildings, impact on residential amenity and privacy, parking, highway safety, traffic, noise and odour ecology, archaeology and drainage.

NOTE:

1. CONTAMINATION AND UNSTABLE LAND ADVISORY NOTICE

The contamination assessments and the affects of unstable land are considered on the basis of the best information available to the Planning Authority and are not necessarily exhaustive. The Authority takes due diligence when assessing these impacts, however you are minded that the responsibility for

**(i) determining the extent and effects of such constraints;
(ii) ensuring that any imported materials (including, topsoils, subsoils, aggregates and recycled or manufactured aggregates/ soils) are chemically suitable for the proposed end use. Under no circumstances should controlled waste be imported. It is an offence under Section 33 of the Environmental Protection Act 1990 to deposit controlled waste on a site which does not benefit from an appropriate 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.

- 2. 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.**

The applicant is also advised that some public sewers and lateral drains may not be recorded on DCWW 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 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.

- 3. Warning: An European protected species (EPS) Licence is required for this development.**

This planning permission does not provide consent to undertake works that require an EPS licence.

It is an offence to deliberately capture, kill or disturb EPS or to recklessly damage or destroy their breeding sites or resting places. If found guilty of any offences, you could be sent to prison for up to 6 months and/or receive an unlimited fine. To undertake the works within the law, you can obtain further information on the need for a licence from Natural Resources Wales on 0300 065 3000 or at <https://naturalresources.wales/conservation-biodiversity-and-wildlife/european-protected-species/?lang=en>

- 4. The applicant is required to contact Highway Maintenance team networkmanagement@valeofglamorgan.gov.uk) prior to carrying out any works on site adjacent to the adopted highway to agree location, specifications and for permission to work within the highway. All associated costs of undertaking the works will be at the applicant's own expense to ensure all works on the adjacent highway will be undertaken in accordance with the Council's standard details for adoption and in the interests of highway safety. The developer must enter into a Section 278/S38 Agreement with the Highway Authority before undertaking works along the adjacent highway**
- 5. The archaeological work must be undertaken to the Chartered Institute for Archaeologists (CIfA), "Standard and Guidance for Building Recording" (www.archaeologists.net/codes/ifa) and it is recommended that it is carried out either by a CIfA Registered Organisation (www.archaeologists.net/ro) or an accredited Member.**
- 6. Please note that a legal agreement/planning obligation has been entered into in respect of the site referred to in this planning consent. Should you require clarification of any particular aspect of the legal agreement/planning obligation please do not hesitate to contact the Local Planning Authority.**
- 7. The applicant shall note that a minimum of 12 weeks notice is required to implement a Temporary or Permanent Traffic Regulatory Orders should the closure or other order be agreed. Requests for any such orders must be submitted in writing to Operational Manager Highways and Engineering, Alps Depot Wenvoe, Vale of Glamorgan.**

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.

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2018/01408/FUL

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: 9 June 2022

DRAFT

Head of Regeneration and Planning

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

SECOND SCHEDULE

The Owner's and the Developer's Covenants with the Council

1. PUBLIC OPEN SPACE

- 1.1 To pay the Public Open Space Contribution to the council within 90 days of the Commencement of Development.

2. SUSTAINABLE TRANSPORT

To pay the Sustainable Transport Contribution to the Council within 90 days of the Commencement of Development.

3. PUBLIC ART

- 3.1 Within 3 months of Commencement of Development, to submit a schedule of Build Costs to the Council in order to calculate the value of the Public Art Contribution and to submit to the Council for its approval details of a costed scheme for the provision of Public Art on the Site including a schedule for its implementation.

- 3.2 The scheme approved pursuant to paragraph 3.1 above shall be implemented in accordance with the approved details and in any event no later than 12 months following Practical Completion of the final Dwelling.

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

4. COMMUNITY FACILITIES

To pay the Community Facilities Contribution to the Council within 90 days of the Commencement of Development.

THIRD SCHEDULE

Affordable Housing Covenants

PART 1

- 1.1 To construct or procure the construction of the Affordable Housing Units:
- (a) in accordance with the Planning Permission; and
 - (b) to a standard which satisfies the Development Quality Requirements or such other mandatory standards as are set by Welsh Government at the time of construction.
- 1.2 To procure that, from the date of Practical Completion of each Affordable Housing Unit it shall not be used other than for Affordable Housing in perpetuity PROVIDED THAT none of the obligations in this Deed shall from the date of completion of the relevant transaction be binding on any Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duty.

PART 2

Chargee's Duty

- 1.11 The Chargee prior to seeking to dispose of any Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge shall give not less than 1 month's prior notice in writing to the Council of its intention to dispose and:
- (a) in the event that the Council responds within 1 month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer.
 - (b) If the Council or any other personal cannot within 2 months of the date of service of its response under paragraph 1.11(a) secure such transfer for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses then provided that the Chargee shall have complied with its obligations under this Part 2 the Chargee shall be entitled to disposal of the Affordable Housing Unit(s) as Market Housing Units free of all of the obligations set out in this Third Schedule

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

FOURTH SCHEDULE

The Council's Covenants

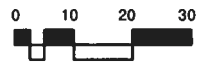
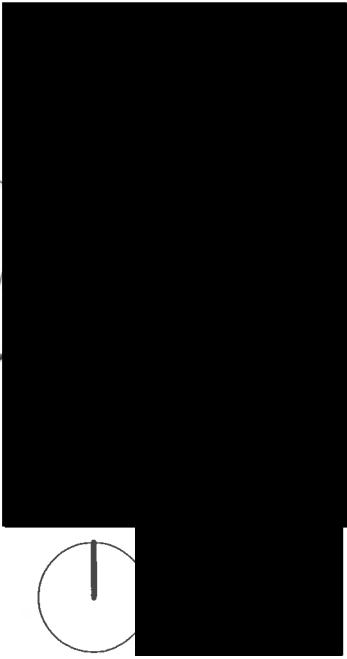
1. The Council hereby covenants with the Developer:
 - (i) to use all sums received under the terms of this Deed for the purposes specified in this Deed for which they are to be paid
2. The Council covenants with the Developer that it will pay to the payee, such amount of any payment made to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within five years 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 with the Developer and the Owner to issue the Planning Permission within 2 Working Days of the date of this Deed.

PLAN

Revisions

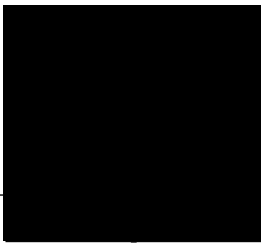
A Scale bar added

14/12/2018



 Site Boundary

Site Area = 5170m²
0.517ha



pentan
architects

22 Cathedral Road
Cardiff CF11 9LJ

t: 029 2030 9010
info@pentan.co.uk

Project
Aberthin Road, Cowbridge

Client
Hafod Housing

Drawing Title

Site Location Plan

Date
Nov '18

Scale
1 : 1250 @ A4

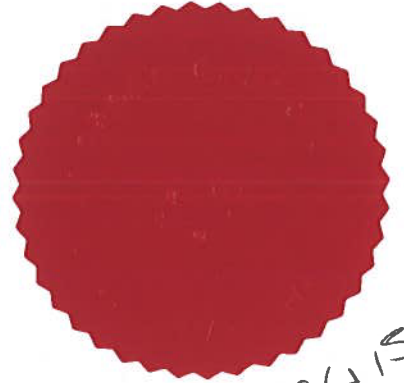
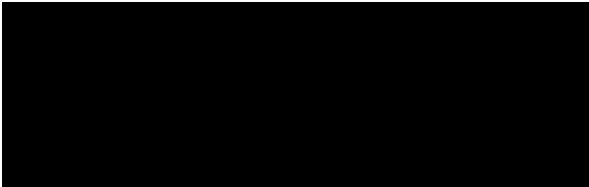
Drawing No.
3703 / PA / 001

Rev.
A

NOTES Do not scale. All dimensions are in millimetres unless stated otherwise

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



18415
(1/3)

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

EXECUTED as 

as attorney for HAFOD HOUSING
ASSOCIATION LIMITED

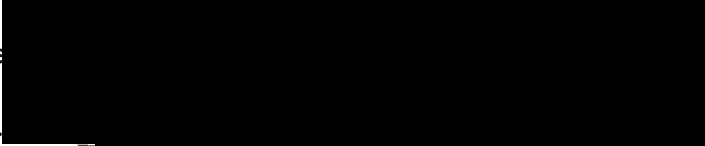
Signature of Attorney

under a Power of Attorney dated 24 May 2022

In the presence of 
Witness Signature 
Witness Name.....

Witness Address... Two Central Square,
Cardiff, CF10 1FS

Executed as a deed by 
Paul Martin Blamey
in the presence of:

Witness signature 
Witness names.....

Witness address... 60 Eastgate, Cowbridge,
CF71 7AB

Executed as a deed by

Sarah Elizabeth Smith

in the presence of:

Witness signature.

Witness names

Witness address.....

60 Eastgate, Cowbridge,
CF71 7AB

Executed as a deed

Hilary Jayne Drew

in the presence of:

Witness signature..

Witness names

Witness address.....

60 Eastgate, Cowbridge,
CF71 7AB

Executed as a deed by

John George Richards Homfray

in the presence of:

Witness signature

Witness name

Witness address.....

60 Eastgate, Cowbridge,
CF71 7AB

Executed as a deed by
^{Steven}
Stephen Robert Blackman

in the presence of:

Witness signature..

Witness names

Witness address.....

60 Eastgate, Cowbridge,
CF71 7AB

Executed as a deed by

Peter Trevor Lewis

in the presence of:

Witness signature

Witness names

Witness address.....

60 Eastgate, Cowbridge,
CF71 7AB

