

**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, Rhose, Vale of Glamorgan

Dated :

2025

Vale of Glamorgan Council (1)

Legal & General (Strategic Land) Limited (2)

DATE

2025

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 submitted the Application to the Council and submitted an appeal against non-determination which has been allocated reference CAS-02641-G8G7M5.
- 4 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);
"Appeal"	means the appeal lodged by the Owner and the Developer in respect of the Council's non-determination of the Application and given appeal reference CAS-02641-G8G7M5;
"the Appeal Decision"	means the decision letter issued on behalf of the Welsh Minsters pursuant to the Appeal containing the Welsh Minister's determination of the Appeal;
"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 that part of the land shown coloured pink on Plan 2 which is within the land registered at HM Land Registry under title number CYM1695 and 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 Biodiversity Contribution"	means a financial contribution in the sum of Thirty One Thousand Five Hundred Pounds (£31,500) payable to the Council to provide biodiversity/ecological mitigation in the form of habitat for ground nesting birds within the Country Park Extension Land;
"Country Park Extension Land"	means the land shown edged with a yellow dashed line and coloured light green on Plan 2 which forms part of the land registered at HM Land Registry under title number CYM1695 and WA883579 and which is to be transferred to the Council for the purpose of providing an extension to Porthkerry Park;
"Country Park Extension Land Contribution"	means a financial contribution in the sum of Five Hundred Thousand Pounds (£,500,000) 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 shown coloured light blue on Plan 2 which forms part of the land registered with HM Land Registry under Title Number WA883579 and which is 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 Bank of England from time to time;
"Key events"	means: <ul style="list-style-type: none"> (i) Commencement of Development; and

	(ii) The date on which Vacant Possession of the Country Park Extension Land has been secured;
"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 pursuant to the Application on Appeal and any approved non material amendment(s) to it;
"Rapid Transit Safeguarded Land"	means the land on the western boundary of the Site shown coloured brown on Plan 2 within land registered at HM Land Registry under Title Number CYM1695 and 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 the grant of the Planning Permission and take effect on the Commencement of Development.

5 THE DEVELOPER'S COVENANTS

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

6 THE COUNCIL'S COVENANTS

The Council covenants with the Developer as set out in the Second 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 has previously paid to the Council the Administration Fee and the Developer and the Council agree that in the event that the Appeal is dismissed the Administration Fee shall be repaid to the Developer and the Council.

- 7.3 The Developer and the Council further agree that this Deed shall replace the Planning Obligation by Deed of Agreement entered into between the Council and the Developer in respect of the Application dated 29 July 2021 and the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of that Deed
- 7.4 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.
- 7.5 This Deed shall be registrable as a local land charge by the Council.
- 7.6 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.
- 7.7 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.
- 7.8 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 of if the Appeal is dismissed.
- 7.9 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 7.9.
- 7.10 Obligations contained in this Deed shall not be enforceable against:
- 7.10.1 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
- 7.10.2 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.
- 7.11 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.

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 Sustainable Development;
 - 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 APPEAL

In the event that in determining the Appeal the Welsh Ministers expressly states in their Decision Letter that any of the planning obligations contained in this Deed (or any part of the said planning obligations) do not meet the statutory tests as set out in Regulation 122 of the CIL Regulations then such planning obligation(s) or part of such planning obligation(s) as is so identified by the Welsh Ministers (whichever may be the case) shall cease to have effect and (for the avoidance of doubt) the remaining provisions of this Deed shall have effect and remain fully enforceable.

11 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.

12 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.

13 INDEXATION

Any sum referred to in the First Schedule shall if there is any increase in the Index be increased by an amount equivalent to the increase in the Index from 29 July 2021 until the date on which such sum is payable.

14 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.

15 VAT

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

16 JURISDICTION

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

17 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

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) together with authority for the Council to execute and complete the same

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 Thousand Pounds (£200,000) 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. COUNTRY PARK BIODIVERSITY CONTRIBUTION

- 3.1 To pay the Country Park Biodiversity Contribution to the Council within 28 days of the Council completing the Country Park Extension Land Transfer.

4. FOOTWAY/CYCLEWAY LAND TRANSFER

- 5.1 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).

5. RAPID TRANSFER LAND SAFEGUARDING AND CAR PARKING LAND SAFEGUARDING

- 5.1 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.
- 5.2 If no later than 3 months prior to the expiry of the ten year period referred to in paragraph 6.1 of this First 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.
- 5.3 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.

SECOND 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

PLAN 2

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

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Name in block capitals

Address

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Occupation