

Meeting of:	Cabinet
Date of Meeting:	Monday, 12 April 2021
Relevant Scrutiny Committee:	Environment and Regeneration
Report Title:	Section 106 Protocol Call In: the allocation of the Section 106 Sustainable Transport contribution, received from the development referred to as Land to the rear of St David's Primary School, Colwinston (planning reference 2014/00242/FUL)
Purpose of Report:	To seek approval for a Section 106 funded Sustainable Transport scheme in Colwinston
Report Owner:	Councillor E. Williams (Cabinet Member for Legal, Regulatory and Planning Services) and Councillor P. King (Cabinet Member for Neighbourhood Services and Transport)
Responsible Officer:	Managing Director, Rob Thomas
Elected Member and Officer Consultation:	<p>This is a call-in request following put forward by Councillor Cave, in accordance with the S106 Protocol.</p> <p>Principal Lawyer</p> <p>Operational Manager for Planning and Building Control</p> <p>Operational Manager for Engineering</p> <p>21st Century Schools Project Manager</p> <p>Principal Accountant</p>
Policy Framework:	This report is a matter for Executive Decision by Cabinet.

Executive Summary:

- The Council has an adopted Section 106 Protocol for Implementation. This Protocol ensures that relevant Cabinet Member(s), Service Area(s) and Local Ward Member(s) are consulted with upon the receipt of a Section 106 contribution. It is for the relevant Service Area to put forward an appropriate scheme for each Section 106 contribution taking into consideration the needs arising from the new development, and in compliance with the legal definition. Members are then notified of final proposals. The final decision is made by the Head of Planning and Regeneration, and if there is any disagreement, any Elected Member has 14 days to request the decision is called in by Cabinet to determine. The Protocol is outlined in Appendix A.
- The Council has received a financial contribution secured via a Section 106 Agreement from the development at land to the rear of St. David's C/W Primary School, Colwinston, equalling £132,191.52 (planning reference 2014/00242/FUL refers). The contribution is legally defined and can only be used by the Council to provide or improve Sustainable Transport Facilities serving the Development.
- It has been proposed to spend the contribution as follows: £5,000 allocated to Greenlinks and community transport. The balance (£127,191.52) towards a pedestrian improvement scheme outside of the school, to link the school with play area/community centre (see plan at Appendix B).
- Councillor Cave has requested that the proposal for this S106 Sustainable Transport contribution is called in for the determination by Cabinet, in accordance with the adopted Section 106 Protocol call in process.
- Councillor Cave has indicated in her call-in request that the scheme should take into consideration the movement of the electricity substation, which is located in the adopted highway verge, adjacent to the St. David's Church in Wales Primary School.
- It is considered that the relocation of the substation is not required to provide safe and practicable sustainable transport enhancements to support the developments at Heol Cae Pwll and the replacement primary School.
- Officers have raised significant concerns that the cost of relocating of the substation is unreasonable and would not meet the definition of "Sustainable Transport Facilities" as defined within the Section 106 Agreement. The fifth schedule makes provisions for repayment of contributions (with interest) that have not been spent in accordance with the legal agreement within 5 years of payment.
- Officers recommend that the proposals, as outlined in Appendix B, are progressed to detailed feasibility, design and thereafter implementation, using the balance of the Section 106 Sustainable Transport contribution £127,191.52. Any balance remaining will be considered for future schemes, following the detailed feasibility and design of this scheme.

Recommendation

1. To authorise the Council's Highway Department to progress the scheme identified in Appendix B, to detailed feasibility, design and implementation, using the balance of the Section 106 Sustainable Transport contribution (£127,191.51) received from the development at land to the rear of St David's Primary School, Colwinston (received pursuant to planning reference 2014/00242/FUL).

Reason for Recommendation

1. To satisfy the terms of the Section 106 Agreement and Condition 14 of planning permission 2020/00742/RG3 and ensure the provision of a satisfactory pedestrian improvement scheme outside of St. David's school.

1. Background

- 1.1 The Council has an adopted Section 106 Protocol for Implementation (hereafter "the Protocol"). Please see Appendix A. This Protocol ensures that relevant Cabinet Member(s), Service Area(s) and Local Ward Member(s) are consulted with upon the receipt of a contribution and given a period of consultation. Members are thereafter notified of any final proposals. It is for the relevant Service Area to put forward an appropriate scheme for each Section 106 contribution taking into consideration the needs arising from the new development, and in the context of the legal definition. The final decision is made by the Head of Planning and Regeneration, and if there is any disagreement, any Elected Member has 14 days to request the decision is called in by Cabinet to determine.
- 1.2 The Council entered into a Section 106 Agreement, dated 2nd June 2015, in respect of the planning permission at land to the rear of St David's Primary School, Colwinston for the development of 64 residential dwellings and associated works (planning reference 2014/00242/FUL). Please see Appendix C.
- 1.3 The Council has received a Section 106 financial contribution equalling £132,191.52 for Sustainable Transport from the developer, Redrow Homes, pursuant to this Section 106 Agreement. The Section 106 Agreement defines that this contribution must be spent to provide or improve 'Sustainable Transport Facilities' serving the development, meaning:
"information, services, facilities or infrastructure which provides or improves access for pedestrians, cyclists, public transport users, motor cycles, taxis or car sharers which may include but is not limited to any of the following:
 - *Supporting bus services to Colwinston*
 - *Enhancing the existing bus stop serving the site at the front of St Davids CiW Primary School;*
 - *Provision of a new bus stop opposite the existing bus stop in Colwinston;*
 - *Providing safe pedestrian crossing to the nearby open space and community facility;*
 - *Improving pedestrian / cycle routes within Colwinston e.g. Dropped kerbs, lighting, traffic calming measures, signage;*

- *Enhancing the pedestrian/cycle route from the site to the A48 where more bus services operate on a commercial and supported basis.”*
- 1.4** The Council covenants within this agreement to use all the sums received under the terms of this Deed for the purposes set out within the Deed (Schedule 5 of the Section 106 refers). Consequently, the Council can only legally spend this contribution upon 'Sustainable Transport Facilities', as set out above. If the Council does not spend the contribution in accordance with the legal definition, the developer can claw it back, in addition to interest.
 - 1.5** The Council received the contribution on 25/05/2017 and has until 25/05/2022 to spend it. Following this date, the developer can claw it back with interest at 4% above base rate.
 - 1.6** The Council's Section 106 Officer consulted with the relevant Cabinet Members, Local Ward Member (Councillor Christine Cave) and service areas upon receipt of the contribution, between 11th July 2017 and 1st August 2017, providing the details of the contribution, including the legal definition and expiry date.
 - 1.7** In this case, the Highways Department is the relevant service area. £5k has been allocated to Green Links (a community transport initiative and bus service which serves the whole of the Vale of Glamorgan), in accordance with the Cabinet Resolution dated 30 July 2018 regarding the future of this bus service. A balance of £127,191.52 remains for other Sustainable Transport Facilities to serve the development.
 - 1.8** On 31st October 2017, the Council's Section 106 Officer, the Operational Manager for Engineering and officers from the Highways Department met with Councillor Cave and Colwinston Community Council to discuss the S106 Sustainable Transport contribution. A proposed concept scheme was discussed, which comprised a new 2m footway within the highway verge on the western side of the carriageway; improvements to the pavement on the eastern side of carriageway; a series of new uncontrolled crossings to improve the pedestrian link between the Redrow development site access; St. David's Church in Wales Primary School; and facilities at the play area, playing field, car park and community centre.
 - 1.9** On 22 January 2018, Cabinet approved the Band B phase of the 21st Century Schools Programme (minute C199). On 15th February 2018, the Council's Section 106 Officer met with Colwinston Community Council and officers from the Education Department, where the Education Department advised that it was their intention as part of the Band B 21st Century Schools Programme, to address the condition of the school building at St. David's Church in Wales Primary School (subject to fully exploring all options, a full consultation and approval of grant funding). At that point, it was considered logical by all parties for the S106 Sustainable Transport to be considered in the future holistically, when proposals for the school are being determined, to prevent damage and abortive works being undertaken.
 - 1.10** Proposals for the replacement school were subsequently developed and consulted upon, and this was approved at the Council's Planning Committee (reference 2020/00742/RG3) on 2nd September 2020.
 - 1.11** Condition 14 of that planning permission states:

"Prior to the school being occupied with more than 140 pupils, the following shall be provided/carried out:

- a footway in the area of verge along the western side of the highway that runs adjacent to the application site, to provide a pedestrian link to the car park that lies adjacent to the village hall,*
- a crossing point from the new footway to the eastern side of the road.*
- the laying out/demarcation of a formalised parking area (with lines to delineate parking bays) in the area adjacent to the village hall.*

These works shall be carried out in accordance with details that shall first be submitted to and approved in writing by the Local Planning Authority (and those details shall be generally reflective of the indicative layout submitted on 20/8/20).

Reason:

In the interests of pedestrian/highway safety and to ensure compliance with Policies SP1 and MD2 of the LDP."

- 1.12** Notwithstanding this condition relating to the school, it had always been envisaged that the S106 Sustainable Transport contribution would be used to provide improvements between the development site, school, play area, community centre and open space, as discussed on 31st October 2017 (and also at the time of the planning application, as reflected within the wording of the S106 legal definition for "Sustainable Transport Facilities").

2. Key Issues for Consideration

- 2.1** The Council's Highways Department have drafted a scheme (Appendix B refers) to satisfy the terms of the Section 106 Agreement, and also in preparation for submission by the Education Department to partially satisfy Condition 14 attached to the planning permission for the replacement school. The indicative cost for the scheme is £84,995.00, although this is subject to change following further surveys and detailed design work being undertaken.
- 2.2** The scheme comprises:
- a new footway along the western verge, to include setting back the existing boundary wall adjacent to the play area, to be set-back 2.5m to facilitate the footway, and improve access visibility for cars exiting the car park, seeking to improve pedestrian safety;
 - improvements to the footway to the east of the carriageway;
 - a series of uncontrolled dropped crossing points and dropped kerbs, between the eastern and western footpaths, and to link the replacement school; the entrance to the development site - now called Heol Cae Pwll; the play area; the playing fields; the car park and the community centre; and
 - Improved visibility splays for vehicles exiting the car park, to improve public safety.
- 2.3** On 22nd February 2021, the Section 106 Officer notified the relevant Cabinet Members and Local Ward Member, Cllr. Christine Cave, of the draft scheme (Appendix B refers) for the S106 Sustainable Transport contribution, in accordance with the S106 Protocol.

- 2.4** Following correspondence with Councillor Cave, the proposals have been called in to Cabinet to determine. Councillor Cave's email dated 9th March 2021 states: *"I am requesting that the matter of the section 106 spend for Colwinston should be called into Cabinet as the decision about how the money should be spent is not based on the need to come up with a highways reconstruction plan that takes into consideration the moving of the substation and thus the views of the community of Colwinston including the Community Council, people living in Colwinston and parents and grandparents using the school."*
- 2.5** The location of the GRP transformer housing (hereafter referred to as "the Substation") has been an issue raised by the Community Council and Councillor Cave for some time, with concerns raised regarding the safety of its existing location within the adopted highway verge. Please see photographs in Appendix D.
- 2.6** The location of the Substation was agreed by the Council's Highways Department on 23rd June 2015 (planning permission is not required for this electricity supply equipment). Prior to this approval, Western Power Distribution (WPD) were required to consult with the Head Teacher of St. David's Church in Wales Primary School. On 19th June 2015, WPD confirmed that the Head raised no objection.
- 2.7** The Council's Operational Manager for Engineering has advised Councillor Cave and Colwinston Community Council that the location of the Substation is considered to be appropriate as it is on a relatively straight section of road; some distance to the nearest junction; to the rear of the verge against the school boundary and approximately 2metres from the edge of the existing live carriageway. The location of the Substation does not impact any existing footway and it does not interfere with any visibility splays for traffic movements.
- 2.8** In 2016, the Council considered Stage 1 and Stage 2 complaints raised by Colwinston Community Council regarding the location of the Substation, in accordance with the Council's Corporate Concerns and Complaints Policy. Both stages considered the impact of the substation on the adopted highway, and concluded that that there was no significant highway safety hazards associated with the installation of the GRP transformer housing and that safe pedestrian access south of the Substation was best achieved by crossing pedestrians to the western verge.
- 2.9** Correspondence indicates that Councillor Cave and the Community Council would like to see the Substation removed/repositioned, to facilitate an alternative scheme to Appendix B, comprising a continued footpath along the eastern verge, to provide a footpath extension further south.
- 2.10** Consideration has been given to extending the existing footpath on the eastern verge further south, however, there are significant concerns with this proposal, which have been relayed to Councillor Cave. Within some 15-20 metres south of the Substation, any pedestrians/school children walking along the verge area would have no option but to re-join the carriageway to continue their journey, due to the limited extent of the highway verge; the change in levels, and the location of an existing residential property. At this location, pedestrians/school children would be placed in an area of danger on the wrong side of the road when travelling in a southerly direction (as identified in the Highway Code), on a blind bend, and within a conflict area of a live highway junction. Please refer to

- photographs in Appendix D. This is not considered to be the most appropriate option in safety terms. This scheme has therefore not been taken forward.
- 2.11** The proposals, as drafted in Appendix B, seek to direct pedestrians/school children from the existing footpath on the east side of the carriage, which currently serves the school and Heol Cae Pwll, to a new footpath along the western verge, via two uncontrolled crossings. The western verge is straight; has ample width and it is also highly visible from all angles of on-coming traffic. Pedestrians would be fully visible to traffic in either directions. This option does not require the re-location of the Substation.
- 2.12** A full safety audit would be undertaken as part of the design and implementation of such scheme.
- 2.13** In the call-in request, Councillor Cave has indicated that the plan should take into consideration moving the Substation. Notwithstanding the safety concerns highlighted above regarding the extension of the footpath on the eastern side of the road, further south, the quotation provided by Western Power Distribution indicates that the cost to relocate the Substation would be £70,298, which would be in addition to any costs to deliver to the footpath extension; the new footway on the western verge and the uncontrolled crossings to the play area/car park and community centre. This alternative proposal would exceed the S106 Sustainable Transport contribution balance remaining, and this is not considered appropriate or best value for money.
- 2.14** Councillor Cave has advised that she has met with Western Power Distribution, who have indicated that there may be an option to reorientate the Substation issue at minimal cost, albeit no details have been seen at present to assess the suitability or otherwise. Nevertheless, the above would also not address the safety concerns raised with regards to pedestrians being directed and having to re-join the carriageway on a blind bend, as highlighted above.
- 2.15** Furthermore, it is considered that the Council would not lawfully be able to spend Section 106 Sustainable Transport money on a scheme to relocate the Substation, as suggested by Councillor Cave, as this would not meet the legal definition, particularly when a more appropriate sustainable transport scheme can be accommodated without needing to move the Substation. The Council would be at risk of breaching its covenants within the Section 106 Agreement. The Council would also be at risk of the developer clawing the contribution back (plus interest).
- 2.16** To conclude, it is recommended that the proposals, as outlined in Appendix B, are progressed to detailed feasibility, design and thereafter implementation, using the balance of the Section 106 Sustainable Transport contribution £127,191.52. Any balance remaining will be considered for future schemes, following the detailed feasibility and design of this scheme, and in accordance with the adopted Section 106 Protocol.

3. How do proposals evidence the Five Ways of Working and contribute to our Well-being Objectives?

- 3.1** The Well-being of Future Generations Act 2015 has put in place that the Council must work towards achieving a more equal Wales of cohesive communities. The delivery of the scheme in Appendix B will ensure that the Council is responding to this duty.
- 3.2** Long Term - Section 106 contributions seek to ensure that sustainable communities are developed within the Vale of Glamorgan, providing equal opportunities for living, learning, working and socialising for all. This proposal will provide a safe and long-term solution for pedestrians walking between the school, Heol Cae Pwll and the community centre/playing fields/car park/play area.
- 3.3** Prevention - this proposal will provide appropriate, safe, and sustainable links using the Section 106 Sustainable Transport contribution, to encourage residents to complete short journeys via walking/cycling, rather than the use of private vehicles.
- 3.4** Integration - The proposal seeks to create an integrated footpath network to link the school, Heol Cae Pwll and the community centre/playing fields/car park/play area, in addition to providing a link south, to improve public safety in this area for pedestrians.
- 3.5** Collaboration - The Council works collaboratively with Elected Members, internal departments and external organisations to deliver schemes using Section 106 contributions. In this case, several meetings have been held between the Council's Section 106 Officer, Head of Regeneration and Planning, Operational Manager for Engineering, the Local Ward Member and Colwinston Community Council.
- 3.6** Involvement - Multiple internal departments and external organisations work together to deliver schemes using Section 106 contributions in a holistic way.

4. Resources and Legal Considerations

Financial

- 4.1** The Council has received a Section 106 contribution for 'Sustainable Transport facilities', and there is a balance of £127,191.52 remaining. The Council has until 25/05/2022 to spend the contribution, else the developer can claw it back. A scheme has been developed in Appendix B, which has been estimated at £84,885, subject to detailed design and feasibility being undertaken.

Employment

- 4.2** If approved, the progression of this scheme would be undertaken by the Council's Highways Design and Construction Department, and the costs would be met in full by the Section 106 contribution identified above.

Legal (Including Equalities)

- 4.3** Section 106 of the Town and Country Planning Act 1990, as amended by Section 12 of the Planning and Compensation Act (1991) and the Community Infrastructure Levy Regulations 2010 (as amended), provides the legislative framework for planning obligations. The Council has acted in accordance with this legislation when securing these contributions. The Council must act in accordance with this legislation when spending any contributions secured/received.
- 4.4** The Council has received a Section 106 contribution which can only be lawfully spent upon infrastructure or services which comply with the legal definition for 'Sustainable Transport Facilities' outlined within the Section 106 agreement.
- 4.5** The scheme outlined in Appendix B would fully comply with the legal definition as it will be infrastructure which provides and improves access for pedestrians within the vicinity of the site, by providing safe pedestrian crossing to the nearby open space and community facility.
- 4.6** In the event the Council does not spend the contribution in accordance with the Section 106 Agreement, the developer would be contractually entitled to claw the contribution back, plus interest. The proposal to fund the moving of the Substation does not accord with the legal definition for 'Sustainable Transport Facilities' within the s.106 Agreement.
- 4.7** The Council has an important role to play in promoting and supporting the delivery of the Active Travel Act 2013 and making it easier for people to walk/cycle between destinations. Planning Policy Wales (Ed. 11) identifies that the "aim should be to create walkable neighbourhoods, where a range of facilities are within walking distance of most residents, and the streets are safe, comfortable and enjoyable to walk and cycle". This proposal would comply with the aims of this legislation and planning policy.

5. Background Papers

Town and Country Planning Act 1990

The Community Infrastructure Levy Regulations 2010

The Vale of Glamorgan adopted Local Development Plan (2011-2026)

Supplementary Planning Guidance 'Planning Obligations'

Section 106 Protocol for Implementation

1. Monies received – Managing Director, Head of Regeneration and Planning Operational Manager for Development Management Leader of the Council relevant Cabinet Members, and relevant service areas are notified in writing and consulted in order to highlight any potential opportunities for implementation, allowing for a **21 day** consultation period.



2. Local Ward Members (including adjoining wards within 100m of application site) and the relevant Cabinet Members notified in writing of any proposed scheme(s) and allowing a **14 day** consultation period for comments.



Note 1:

Where monies have already been specifically accounted for within the terms of the signed legal agreement this will be noted i.e. no scope for consultation on where the monies are spent.



3. Local ward Members to comment on proposals for spends of money having regard to the broad term of the legal agreement during the **14 day** consultation period, unless further time is agreed.



4. After 14 day period, the service area is notified of any representations made, which must be considered for feasibility and if dismissed valid reasons provided.



5. Service area, in consultation with relevant Cabinet Members, recommends where the money is best spent.



6. Final decision is made by Head of Regeneration and Planning (Marcus Goldsworthy) in conjunction with the relevant Head(s) of Service(s) subject to 'call in procedure'.



7. Relevant Cabinet Members and Local member(s) notified. If aggrieved, any member has 14 days to request the decision is called in by Cabinet to determine.



Note 2:

Where monies are going to fund a capital scheme, prior approval will be required from Cabinet, for the inclusion of the monies into the capital programme. Cabinet approval must be obtained before the scheme commences



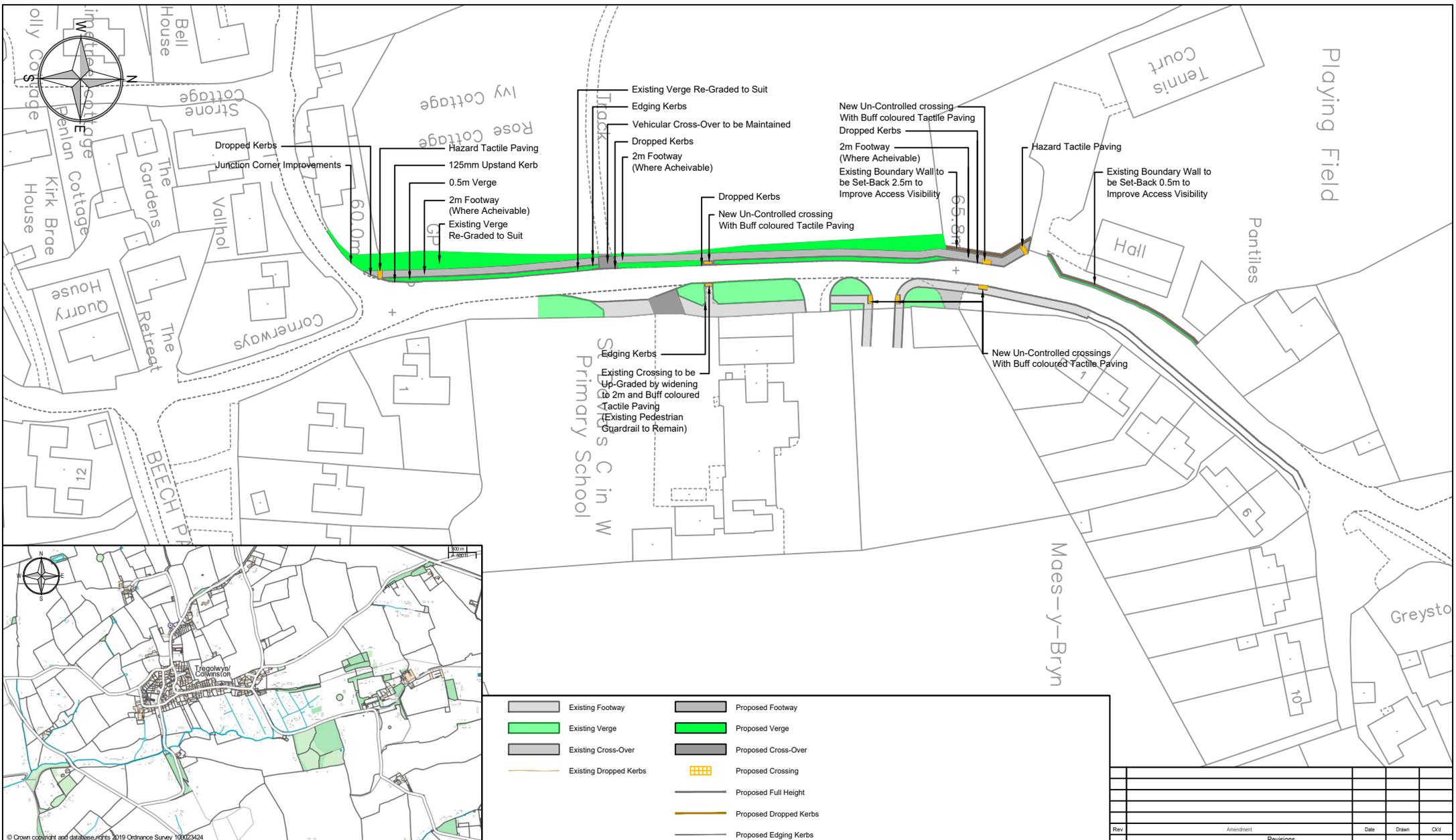
8. Service area notified and given authorisation to spend the Section 106 amount.



9. Project Implemented.



10. Annual Monitoring Report notes project implementation and contribution spent.

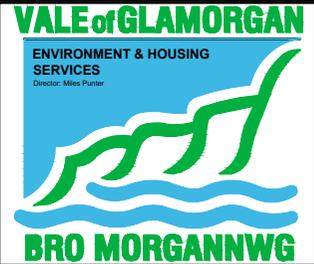


	Existing Footway		Proposed Footway
	Existing Verge		Proposed Verge
	Existing Cross-Over		Proposed Cross-Over
	Existing Dropped Kerbs		Proposed Crossing
			Proposed Full Height
			Proposed Dropped Kerbs
			Proposed Edging Kerbs

Rev	Amendment	Date	Drawn	CKd

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VALE OF GLAMORGAN COUNCIL ENGINEERING
ALPS QUARRY ROAD
WENVOE
CARDIFF
CF5 6AA

DRAWN: LJ	APPROVED: CH
CHECKED: JB	DATE: 07/01/21
PROJECT NO.: -	DRAWING NO.: OP2
	SCALE: 1:1250 @ A4
	REV.: -

PROJECT TITLE:
St. DAVIDS PRIMARY SCHOOL COLWINSTON

DRAWING TITLE:
OPTION 2 PARTIAL KERBING WITH 0.5m GREEN STRIP ADJACENT TO CARRIAGEWAY

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

relating to the development of land adjacent to
St Davids Church in Wales Primary School,
Colwinston, Vale of Glamorgan

Dated :

2nd June

2015

Vale of Glamorgan Council (1)

Gwilym Rhys Thomas and Jennifer Thomas (2)

Redrow Homes Limited (3)

Dŵr Cymru Cyfyngedig (4)

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DATE

2nd June .

2015

PARTIES

- (1) **Vale of Glamorgan Council** of Civic Offices, Holton Road, Barry CF63 4RU ("**Council**"); and
- (2) **Gwilym Rhys Thomas** of Lower House Farm, Colwinston, Vale of Glamorgan, CF71 9BR and **Jennifer Thomas** of 11 Millfield Drive, Cowbridge, Vale of Glamorgan, CF71 7BR ("**Owner**"); and
- (3) **Redrow Homes Limited** (Company Registration no.1990710) whose registered office address is at Redrow House St David's Park Flintshire CH5 3RX ("**the Developer**")
- (4) **Dŵr Cymru Cyfyngedig** (Company Registration no.2366777) of Pentwyn Road Nelson Treharris CF46 6LY ("**Dŵr Cymru**")

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.
- 3 By a sale and purchase agreement dated 10 January 2014 made between the Owner (1) and the Developer (2) the Developer has entered into a contract to acquire the Site from the Owner upon the terms and conditions therein mentioned
- 4 The Developer has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 5 The Council resolved on 15 January 2015 to grant the Planning Permission subject to the prior completion of this Deed.
- 6 Dŵr Cymru Cyfyngedig is the sewerage undertaker appointed for its area which includes the area of the Development.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Acceptable Cost Guidance" means the published list of acceptable costs per dwelling according to the relevant dwelling type in question and in place at the time of the start of construction of the Development as determined by the Welsh Government from time to time (or a subsequent alternative list of costs used or published at the relevant time and having the same effect as that which was published by the Welsh Government at the date of this Deed)

- “Act” the Town and Country Planning Act 1990 (as amended)
- “Additional Affordable Housing Contribution” means an amount to be calculated in the case of each applicable Dwelling in accordance with the following formula:
- A + B
- where:
- A = the sum calculated in accordance with the formula $0.58 \times$ Acceptable Cost Guidance in respect of the Social Rented Units;
- B = the sum calculated in accordance with $0.30 \times$ the Market Value in respect of the Intermediate Housing Units which the parties shall use their reasonable endeavours to agree (with the Developer to provide as comparable pricing details of similar house types to the Intermediate Housing Units on the Development on request) but if not so agreed within 20 Working Days the Market Value shall be determined in accordance with the dispute resolution procedure set out at Clause 8
- “Administration Fee” the costs of the Council (excluding any legal costs) incurred in negotiating and monitoring the implementation of the obligations contained in this Deed in the sum of Eighteen Thousand Two Hundred and Eighteen Pounds and Sixteen Pence (£18,218.16)
- “Affordable Housing Contribution” means a financial contribution in the sum of Five Hundred and Nineteen Thousand One Hundred and Twenty Four Pounds (£519,124) unless increased in accordance with clause 1.11 of the fourth schedule to be paid to the Council to provide affordable housing in the Vale of Glamorgan
- “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 comprised of Social Rented Housing and Intermediate Housing with provision for the homes to remain affordable for future eligible households or where staircasing to full ownership takes place, any subsequent capital receipts to 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 25% of the total number of Dwellings constructed on the Site pursuant to the Planning Permission of which a minimum of 80% (rounded up) shall comprise Social Rented Housing and the remainder shall

comprise Intermediate Housing including all parking spaces and residential curtilages associated with such Affordable Housing Units

“Affordable Rent”

means (in cases where the relevant landlord is not a Local Authority) for Social Rented Units a rent payable for an affordable rented housing unit 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 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”

the application for full planning permission for 64 dwellings, open space, sustainable urban drainage, vehicular and pedestrian accesses, landscaping and related infrastructure and registered by the Council on 28 February 2014 and allocated reference number 2014/00242/FUL

“Chargee”

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 or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925

“Chargee’s Duty”

the tasks and duties set out in paragraph 1.12 of Part 2 of the Fourth Schedule

“Commencement of Development”

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, diversion and laying of services, the erection of any temporary means of enclosure, the temporary display of site notices or advertisements and “Commence Development” shall be construed accordingly

“Development Quality Requirements” means the design standards and guidance published by the Welsh Government which sets out requirements for new build dwellings built for an RSL

“Development”	the Development of the Site for 64 dwellings and associated access as set out in the Application
“Disposal”	the sale of a freehold interest or the grant of a leasehold interest for a term in excess of 98 years and the expression “Disposed” shall be construed accordingly
“Drainage Treatment Works”	means works to improve and upgrade the Cowbridge Waste Water Treatment Works (“Cowbridge WWTW”) consisting principally of the construction of a 60m ³ Standalone Biological Filter by Dŵr Cymru in accordance with the Cowbridge Feasibility Study Rev O (Document P2163/20/3/1/011, June 2014) and the conditions for the carrying out of these works set out in the Sixth Schedule
“Drainage Contribution”	means a contribution payable to Dŵr Cymru for the improvement of the Cowbridge WWTW in the sum of up to Four Hundred and Fifty Seven Thousand Pounds (£457,000) exclusive of any value added tax properly payable in accordance with the Sixth Schedule
“Dwelling”	any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission (including for the avoidance of doubt Affordable Housing Units and Market Housing Units)
“Education Contribution”	means a financial contribution in the sum of Two Hundred and Three Thousand Two Hundred and Seventy Three Pounds and Eighty Eight Pence (£203,273.88) to provide or enhance education facilities that serve the Colwinston area
“Expert”	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 9 or failing agreement on such nomination, the Expert shall be nominated by the President for the time being of the Law Society
“Index”	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 hereto
“Interest”	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 or rents PROVIDED THAT this does not include low cost market housing to be provided by way of the Homebuy Cymru equity loan scheme OR 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.

“Intermediate Housing Units”	means the 3 x 2 bed houses to be constructed on the Site as Intermediate Housing as set out in the approved plans
“Key Events”	Commencement of Development, and the date of the first beneficial Occupation of the 1 st Dwelling, 32 nd Dwelling and 60 th Dwelling constructed pursuant to the Planning Permission
“Market Housing Units”	that part of the Development which is general market housing for sale on the open market and which are not Affordable Housing Units
“Market Value”	means the value having regard to the market definition and the guidance set out in the current edition of the RICS Valuation Standards in place from time to time on the basis of a willing buyer and a willing seller in an arm’s length and unconditional transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion excluding hope value of alternative development or any additional bid by a purchaser with a special interest
“Notice Period”	2 months from the date of receipt by the RSL of the Sale Notice
“Occupation” and “Occupied”	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.
“Plan”	the plan attached to this Deed
“Planning Permission”	the full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Second Schedule
“Practical Completion”	the date on which a Dwelling is certified as having been completed in accordance with the requirements of the National House Building Council (or similar regulatory body) so as to enable immediate occupation

“Public Art”	art that is the original work of a living 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) to the value of no less than Fifteen Thousand Pounds (£15,000)
“Public Open Space Contribution”	means a financial contribution in the sum of Forty Six Thousand and Eight Pounds and Twelve Pence (£46,008.12) to be paid to provide or enhance play facilities in the Colwinston area
“Public Open Space Land”	means the land to be transferred to the Council as public open space including the area providing for the proposed sustainable drainage system on the site, as shown coloured green on the plan reference 3946-15-06-POS attached to this Deed as Appendix A
“Public Open Space and Drainage Commuted Sum”	means a financial contribution in the sum of Eighty Thousand pounds (£80,000) to be paid to the Council to maintain the Public Open Space Land or provide or enhance open space facilities in the Colwinston Area less any costs paid to the Council pursuant to the provisions of paragraph 6.9 of Schedule 3.
“Restriction”	“No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate provided by the Director of Development Services or the Head of Legal Services of the Vale of Glamorgan Council or any other authorised officer for the time being confirming that the provisions of paragraph 1.3 of the Fourth Schedule to an agreement dated [] 2015 and made between (1) Vale of Glamorgan Council (2) GR & J Thomas (3) Redrow Homes Limited and (4) Dwr Cymru Cyfyngedig have been complied with or that they do not apply to the disposition”
“RSL”	means a registered social landlord as defined in Part 1 of the Housing Act 1996 who is registered with the Welsh Government pursuant to Section 3 of that Act and has not been removed from the register pursuant to Section 4 of that Act and is zoned for any development in the Vale of Glamorgan
“Sale Notice”	a notice served by the Owner on the RSL which informs the RSL that the construction of an Affordable

	Housing Unit(s) has been completed and is available for transfer to an RSL and offering to sell those Affordable Housing Unit(s) to the RSL at a price equal to 42% of the Acceptable Cost Guidance in respect of the Social Rented Housing and at a price equal to 70% of the Market Value in respect of the Intermediate Housing to reflect its designation as Affordable Housing Unit(s)
“Site”	the land against which this Deed may be enforced as shown edged red on the Plan as the same is more particularly described in the First Schedule
“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() shall be construed accordingly
“Social Rented Housing Units”	means the following units which are to be constructed on the Site as Social Rented Housing as set out in the application: <ul style="list-style-type: none"> 6 x 1 bed flats 5 x 2 bed houses); and 2 x 3 bed houses
“Sustainable Transport Contribution”	means a financial contribution in the sum of One Hundred and Twenty Eight Thousand Pounds (£128,000) 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, services, facilities or infrastructure which provides or improves access for pedestrians, cyclists, public transport users, motor cycles, taxis or car shares which may include but is not limited to any of the following: <ul style="list-style-type: none"> • Supporting bus services to Colwinston • Enhancing the existing bus stop serving the site at the front of St David’s Church In Wales School Colwinston • Providing a new bus stop opposite the existing bus stop in Colwinston • Providing safe pedestrian crossing to the nearby open space and community facility

- Improving pedestrian / cycle routes within Colwinston e.g. designated footway/cycleways where possible, dropped kerbs, lighting, signage, traffic calming measures
- Enhancing the pedestrian / cycle route from the Site to the A48 where more bus services operate on a commercial and supported basis

“Working Day” any day of the week other than a Saturday, Sunday or 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, Section 2 of the Local Government Act 2000 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the relevant covenanting party.

4 CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and

(ii) the Commencement of Development

save for the provisions of Clauses 1-4, 8-9 and 11-17 which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

5.1 The Owner covenants with the Council as set out in the Third and Fourth Schedule.

5.2 The Owner covenants with Dŵr Cymru as set out in paragraph 5 of the Third Schedule.

6 THE COUNCIL'S COVENANTS

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

7 DWR CYMRU'S COVENANTS

7.1 Dŵr Cymru covenants with the Council and the Owner as set out in the Sixth Schedule

8 MISCELLANEOUS

8.1 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 together with the Administration Fee

8.2 Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

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

8.4 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.

8.5 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.

8.6 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 Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

8.7 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 but without prejudice to liability for any subsisting breach arising prior to parting with such interest for which it shall continue to be liable.

8.8 The parties agree with one another to act reasonable and in good faith in the fulfilment of the objectives of this Deed.

8.9 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.

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

8.10.1 owner-occupiers or tenants of Market Housing Units constructed pursuant to the Planning Permission and their successors in title; and

8.10.2 The transferee of any part of the Site to be utilised in respect of any infrastructure serving the Development such as an electricity sub-station, gas governor or pumping station for a nominal consideration.

8.10.3 a Chargee (and its successors) of any RSL or residential occupier of an Affordable Housing Unit taking possession or effecting a power of sale under a charge in default subject to compliance by the Chargee with the provisions of paragraph 1.12 of Schedule 4 to this Deed

8.10 Obligations contained in Schedule 3 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.

9. DISPUTES

9.1 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.

9.2 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 9 on the reference of any of the parties to the dispute, disagreement or difference.

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

9.4 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.

9.5 The terms of reference of any Expert appointed to determine a dispute, disagreement or difference shall include the following:-

9.5.1 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;

9.5.2 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;

9.5.3 Any representations or counter representations received out of time shall be disregarded by the Expert;

9.5.4 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);

9.5.5 He shall be entitled to call for such independent Expert advice as he shall think fit;

9.5.6 His costs and the costs of any independent Expert advice called for by the Expert shall be included in his award.

9.6 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.

10 NOTICES

- 10.1 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:
- 10.1.1 if transmitted by facsimile (and confirmed by facsimile confirmation slip) when dispatched;
- 10.1.2 if delivered by hand upon delivery at the address of the relevant party; or
- 10.1.3 if sent by 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.

10.2 The address for any notice of other written communication shall only be within the United Kingdom and is:

- 10.2.1 for the Council: The Vale of Glamorgan Council, Dock Office, Subway Road, Barry Docks, Barry, CF63 4RT marked for the attention of The Director of Development Services (facsimile number: 01446 704847);
- 10.2.2 for the Owner: at the addresses specified at the Parties section to this Agreement;
- 10.2.3 for the Developer: Redrow House St David's Park Flintshire CH5 3RX marked for the attention of The Company Secretary (facsimile number: 01244 520564);

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

- 10.3 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 clause 10.2 above the parties shall notify each other in writing giving details of the replacement individual(s).
- 10.4 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.
- 10.5 The Owner agrees to give to the Council notice in writing within 10 Working Days of the Owner becoming aware of the Key Events as they each occur.

11 WAIVER

No waiver (whether expressed or implied) by the Council or Owner 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 or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

12 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) Provided That this disposition shall not apply to the sale of build complete Market Housing Units.

13 INDEXATION

Any sum referred to in Schedules 3 and 4 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.

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

Details of the Owner's Title, and description of the Site

The Owner is the registered proprietor of the freehold title to the Site which comprises part of the land registered at the Land Registry at the date hereof under title number CYM604785.

SECOND SCHEDULE
Form of notices of planning permissions

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:
Nathaniel Lichfield and Partners,
Helmont House,
Churchill Way,
Cardiff
CF10 2HE

Applicant:
Redrow Homes (South Wales) Ltd

Development of 64 residential dwellings, open space, sustainable urban drainage, vehicular and pedestrian accesses, landscaping and related infrastructure and engineering works at Land to the rear of St David's Primary School, Colwinston

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 28 February 2014 subject to the following condition(s):

1. The development hereby permitted shall be begun before the expiration of five years from the date of this permission.

Reason:

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

2. This consent shall only relate to the amended plans reference 14-007-05 received 12 December 2014, 14-008-002-C, 14-007-003, 14-007-004, 3946-15-06-001-03 C received 15 December 2014 and 14-008-006A, 14-008-007A, 14-008-009A, 14-008-010A, 14-008-011A, 14-008-012A, 14-008-013A, 14-008-014A, 14-008-015A, 14-008-016A, 14-008-017A, 14-008-018A, 14-008-019A, 14-008-020A, 14-008-021A, 14-008-022A, 14-008-23A, 14-008-024A, 14-008-025A, 14-008-0 A, 14-008-027A received on 17 December 2014 and the development shall be carried out strictly in accordance with these details.

Reason:

To ensure a satisfactory form of development and for the avoidance of doubt as to the approved plans.

3. Prior to the commencement of the construction of any of the dwellings, details of the finished levels of the site and dwellings, in relation to existing ground levels shall be submitted to and approved in writing by the Local Planning Authority and the development shall be carried out in full accordance with the approved details.

Reason:

To ensure that the visual amenity of the site and amenities of neighbouring residential properties are safeguarded, and to ensure the development accords with Policy ENV27 of the Unitary Development Plan.

4. Notwithstanding the submitted plans, full engineering details of the off-site highways works including improvements to footways, new vehicular / pedestrian access to the site and all internal roads within the site, incorporating turning facilities and vision splays, and including sections, street lighting, surface water drainage and the details of the location and design of all rumble strips, shall be submitted to and approved in writing by the Local Planning Authority before the commencement of development. The development shall be implemented thereafter in accordance with the approved details.

Reason:

In the interests of highway safety in accord with Policy ENV27 of the Unitary Development Plan.

5. Prior to the commencement of development details of measures for wheel washing and dust suppression shall be submitted to and approved in writing by the Local Planning Authority and the approved measures shall be fully implemented on site prior to the commencement of any works and shall thereafter be so retained for the duration of the development unless the Local Planning Authority gives prior written consent to any variation.

Reason:

To ensure highway safety and that the amenities of the area are not adversely affected and in order to ensure compliance with Policy ENV27 of the Unitary Development Plan.

6. Prior to the first beneficial occupation of the development hereby approved, a full Travel Plan shall be submitted to and approved in writing by the Local Planning Authority, which shall include a package of measures tailored to the needs of the site and its future users, which aims to widen travel choices by all modes of transport, encourage sustainable transport and cut unnecessary car use. The Travel Plan shall thereafter be implemented in accordance with the approved details.

Reason:

2014/00242/FUL

To ensure the development accords with sustainability principles and that site is accessible by a range of modes of transport in accordance with Policies 2, 8 and ENV27 (Design of New Developments) of the Unitary Development Plan.

7. Prior to the commencement of development, a Construction Traffic Management Plan shall be submitted to and approved in writing by the Local Planning Authority, to 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, shall be submitted to and approved in writing by the Local Planning Authority, and the development shall at all times thereafter be carried out in accordance with the approved details unless the Local Planning Authority gives prior written consent to any variation.

Reason:

To ensure that the parking provision and highway safety in the area are not adversely affected and to meet the requirements of Policies TRAN10 and ENV27 of the Unitary Development Plan.

8. Prior to the commencement of development, a Construction and Environmental Management Plan to include such matters as the control of noise, vibration, dust, drainage, interception of flows and other deposits (and to include proposed hours of working during the development construction phase) shall be submitted to and approved in writing by the Local Planning Authority and the approved scheme shall be fully implemented throughout the course of the construction phase of the development.

Reason:

To safeguard the amenities of neighbouring properties and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

9. Notwithstanding the submitted plans, further details of a landscaping scheme shall be submitted to and approved in writing by the Local Planning Authority which shall include indications of all existing trees and hedgerows on the land and details of any to be retained, together with measures for their protection in the course of development.

Reason:

To safeguard local visual amenities, and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

10. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the

development, whichever is the sooner; and any trees or plants which within a period of five 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, unless the Local Planning Authority gives written consent to any variation.

Reason:

To ensure satisfactory maintenance of the landscaped area to ensure compliance with Policies ENV11 and ENV27 of the Unitary Development Plan.

11. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (Amendment) (Wales) Order 2013 (or any Order revoking or re-enacting that Order with or without modification) the dwelling(s) hereby approved shall not be extended or altered in any way without the prior written consent of the Local Planning Authority.

Reason:

To enable the Local Planning Authority to control the scale of development and to ensure compliance with Policy ENV27 of the Unitary Development Plan.

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

Reason:

To safeguard local visual amenities, and to ensure compliance with Policy ENV27 of the Unitary Development Plan.

13. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (Amendment) (Wales) Order 2013 (or any Order revoking and re-enacting that Order) no building, structure or enclosure required for a purpose incidental to the enjoyment of a dwelling-house shall be constructed, erected, or placed within the curtilage of the dwellings hereby approved without the prior written consent of the Local Planning Authority.

Reason:

To enable the Local Planning Authority to control the scale of development, and to ensure compliance with Policy ENV27 of the Unitary Development Plan.

14. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (Amendment) (Wales) Order 2013 (or any Order revoking or re-enacting that Order with or without modification) the garages hereby approved shall only be used for the parking of private vehicles and for purposes incidental to the enjoyment of the dwellinghouse as such, and shall not be used for any business or commercial use and shall not physically altered or converted without first obtaining the formal consent of the Local Planning Authority.

Reason:

To ensure the satisfactory development of the site and that adequate off-street parking provision and garaging facilities are retained and in accordance with Policies TRAN10 and ENV27 of the Vale of Glamorgan Unitary Development Plan.

15. Notwithstanding the submitted plans, prior to the first beneficial occupation of any dwelling hereby approved, full details (including timescales) of the lighting to be provided on the highways, footpaths and public open space areas within the development shall be submitted to and approved in writing by the Local Planning Authority. The lighting scheme shall thereafter be carried out in full accordance with the approved details and prior to the first beneficial occupation of any part of the site to which the lighting relates.

Reason:

To ensure satisfactory lighting is provided throughout the development, in the interest of public safety and security, in the interests of ecology and to accord with Policy ENV27 of the Unitary Development Plan.

16. Prior to their use in the construction of the development hereby approved, a schedule of the proposed materials to be used, including samples, shall be submitted to and approved in writing by the Local Planning Authority and the development shall thereafter be carried out and at all times maintained in accordance with the approved details.

Reason:

To ensure a satisfactory standard of development and to ensure compliance with Policy ENV27 of the Unitary Development Plan.

17. No dwelling hereby approved shall be brought into beneficial use until such time as the parking areas, including all associated access and turning areas to serve that dwelling, have been laid out in full accordance with the details shown on the approved plans and the parking, access and turning

areas shall thereafter be so retained at all times to serve the development hereby approved.

Reason:

To ensure the provision on site of parking and turning facilities to serve the development in the interests of highway safety, and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

18. Prior to the commencement of construction of any of the dwellings, a scheme for the provision and maintenance of the Public Open Space shall be submitted to and approved in writing by the Local Planning Authority, to include details of the timing of its provision.

Reason:

To ensure the timely provision of the public open space and to ensure compliance with Policies ENV27 and REC3 of the Unitary Development Plan.

19. Prior to the first beneficial occupation of any dwelling hereby approved, full details of the public art to be provided on the site, shall be submitted and approved in writing by the Local Planning Authority. The Public Art shall thereafter be implemented on the site in accordance with the approved details no later than 12 months following the substantial completion of the development.

Reason:

To ensure the delivery of Public Art on the site in accordance with the Council's Public Art SPG.

20. Prior to commencement of development on the site, a strategy for the protection of reptiles before and during the construction phase shall be submitted to and approved in writing by the Local Planning Authority. The development shall at all times thereafter be carried out in accordance with the approved strategy.

Reason:

In the interests of ecology and to ensure compliance with Policies ENV16 and ENV27 of the Unitary Development Plan.

21. Prior to the commencement of development, a Bat Conservation Plan shall be submitted to, and approved in writing by the Local Planning Authority. This plan shall include, but not limited to details of dark flight corridors and protected commuting routes (hedgerows), details of the positioning of bat entry points/bat roosts in the new units on site; and the site lighting plan. The development shall thereafter be carried out and maintained in accordance with the agreed details.

Reason:

In the interests of ecology and to ensure compliance with Policies ENV16 and ENV27 of the Unitary Development Plan.

22. Notwithstanding the submitted plan, further details of the proposed hard landscaping materials (including the roads and raised table and including details of the proposed location and design of all rumble strips) shall be submitted to and approved in writing by the Local Planning Authority. the development shall at all times thereafter be carried out and maintained in accordance with the approved details.

Reason:

In the interests of visual amenity and to ensure compliance with Policy ENV27 of the Unitary Development Plan.

23. Notwithstanding the submitted Drainage Strategy, no development shall commence on site until the detailed design of the land and surface water drainage system has been submitted to and approved in writing by the Local Planning Authority and the approved scheme shall be implemented prior to the first beneficial occupation of any of the dwellings and so maintained at all times thereafter.

Reason:

To ensure that adequate drainage facilities are in place to serve the development and to ensure compliance with Policy ENV27 of the Unitary Development Plan.

24. The information submitted in accordance with the requirements of Condition 23 of this consent shall include full details of the proposed perpetual management and maintenance of the drainage system serving the whole development, including provisions to be put in place in respect of individual dwelling houses and including a written declaration and plan to confirm the responsibility for the future maintenance and repair of the drainage system. The development shall at all times be carried out and maintained in accordance with the approved management and maintenance scheme.

Reason:

To ensure the effective maintenance of the site's drainage system and to ensure compliance with Policies ENV 7 and ENV 27 of the Unitary Development Plan.

25. Notwithstanding the submitted details, all means of enclosure associated with the development hereby approved shall be in accordance with a scheme to be submitted to and agreed in writing by the Local Planning Authority prior to the commencement of development, and the means of enclosure shall be implemented in accordance with the approved details prior to the development being put into beneficial use.

Reason:

To safeguard local visual amenities, and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

26. No dwellings hereby approved shall communicate with the public sewerage system until either:
- a) The programmed upgrade of Cowbridge Waste Water Treatment Works scheduled for completion by 1st April 2018, and for any other necessary improvements to the sewerage system in the Colwinston Area, has been completed and confirmed in writing by the Local Planning Authority, or;
 - b) Necessary improvements to the Cowbridge Waste Water Treatment Works to accommodate the foul flows from the development hereby approved (in accordance with the requirements as outlined in Dwr Cymru's Feasibility Study (Reference P2163/20.3.1/011 issued in June 2014) and any other necessary improvements to the sewerage system in the Colwinston Area, have been completed and confirmed in writing by the Local Planning Authority.

Reason:

To prevent the overloading of the local sewerage system and to ensure compliance with Policies ENV 7 and ENV 27 of the Unitary Development Plan.

Reason for Granting Planning Permission

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

Having regard to Policies ENV1 (Development in the Countryside), ENV2 (Agricultural Land), ENV10 (Conservation of the Countryside), ENV11 (Protection of Landscape Features), ENV18 (Archaeological Field Evaluation), ENV19 (Preservation of Archaeological Remains), ENV20 (Development in Conservation Areas), ENV27 (Design of New Developments), ENV28 (Access for Disabled People), ENV29 (Protection of Environmental Quality), HOUS 2 (Additional Residential Development), HOUS3 (Dwellings in the Countryside), HOUS8 (Residential Development Criteria), HOUS12 (Affordable Housing), ENV16 (Protected Species), TRAN9 (Cycling Development), TRAN10 (Parking), REC 3

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(Provision of Public Open Space for New Developments), REC 6 (Children's Play Facilities) and REC 12 (Public Rights of Way and Recreational Routes) of the Vale of Glamorgan Adopted Unitary Development Plan 1996-2011, the Supplementary Planning Guidance 'Amenity Standards' and 'Planning Obligations', Planning Policy Wales (Edition 7, 2014) and Technical Advice Notes 1- Joint Housing Land Availability Studies, 2-Planning and Affordable Housing, 5- Nature Conservation and Planning, 11- Noise, 12-Design, 16-Sport, Recreation and Open Space, 18-Transport, and 22-Sustainable Buildings; it is considered that the proposals are acceptable, subject to conditions, by virtue of the appropriate layout, design and scale of the development, with suitable means of access and parking, and no significant impact on neighbours impact and overall constitutes an acceptable form of residential development. Furthermore, the proposals include acceptable levels of ecological mitigation and the development would not unacceptably impact upon the adjoining Colwinston Conservation Area or countryside. The proposals therefore comply with the relevant national planning policies and supplementary planning guidance.

NOTE:

1. **The attention of the applicant is brought to the fact that a public right of way may be affected by the proposal. The grant of planning permission does not entitle one to obstruct, stop or divert a public right of way. Development, in so far as it affects a right of way, must not be commenced until the necessary legal procedures have been completed and confirmed for the diversion or extinguishment of the right of way.**
2. **Where the work involves the creation of, or alteration to, an access to a highway the applicant must ensure that all works comply with the appropriate standards of the Council as Highway Authority. For details of the relevant standards contact the Visible Services Division, The Vale of Glamorgan Council, The Alps, Wenvoe, Nr. Cardiff. CF5 6AA. Telephone 02920 673051.**
3. **This development is on adopted highway and therefore a Highway Extinguishment under the Highways Act 1980 will be required before work can commence. For further details please contact the Highways Department, The Vale of Glamorgan Council, The Alps, Wenvoe, Cardiff; CF5 6AA. Telephone No. 02920 673051.**
4. **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.**

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

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action. You (or any subsequent developer) should advise the Council of any actual or proposed variations from the approved plans immediately so that you can be advised how to best resolve the matter.

In addition, any conditions that the Council has imposed on this consent will be listed above and should be read carefully. It is your (or any subsequent developers) responsibility to ensure that the terms of all conditions are met in full at the appropriate time (as outlined in the specific condition).

The commencement of development without firstly meeting in full the terms of any conditions that require the submission of details prior to the commencement of development will constitute unauthorised development. This will necessitate the submission of a further application to retain the unauthorised development and may render you liable to formal enforcement action.

Failure on the part of the developer to observe the requirements of any other conditions could result in the Council pursuing formal enforcement action in the form of a Breach of Condition Notice.

Dated: DRAFT

Director of Development Services

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

THIRD SCHEDULE

The Owner's Covenants with the Council and Dŵr Cymru

1. SUSTAINABLE TRANSPORT

- 1.1 The Owner shall pay to the Council 50% of the Sustainable Transport Contribution no later than the Occupation of the first Dwelling built pursuant to the Planning Permission.
- 1.2 The Owner shall pay to the Council the remaining 50% of the Sustainable Transport Contribution no later than the Occupation of the 32nd Dwelling authorised to be constructed on the Site pursuant to the Planning Permission.

2. PUBLIC OPEN SPACE CONTRIBUTION

- 2.1 The Owner shall pay to the Council the Public Open Space Contribution no later than the Occupation of the 32nd Dwelling authorised to be constructed on the Site pursuant to the Planning Permission.

3. EDUCATION

- 3.1 No later than the Occupation of the first Dwelling built pursuant to the Planning Permission the Owner shall pay 10% of the Education Contribution to the Council.
- 3.2 The Owner shall pay to the Council the remaining 90% of the Education Contribution no later than the Occupation of the 32nd Dwelling authorised to be constructed on the Site pursuant to the Planning Permission

4. PUBLIC ART

- 4.1 No later than the Occupation of the first Dwelling built pursuant to the Planning Permission the Owner shall submit to the Council and obtain the Council's approval to a costed scheme for the provision of Public Art on the Site including a schedule for its implementation and maintenance.
- 4.2 The scheme approved pursuant to paragraph 4.1 above shall be implemented in accordance with the approved details and in any event shall be completed no later than the Occupation of the 60th Dwelling authorised to be constructed pursuant to the Planning Permission.

5. DRAINAGE CONTRIBUTION

- 5.1 To pay the Drainage Contribution to Dŵr Cymru prior to Commencement of Development and to notify the Council immediately upon payment being made.
- 5.2 Not to Occupy the Development until the Drainage Treatment Works have been completed and the Council have received notification from Dŵr Cymru of completion of the Drainage Treatment Works in accordance with paragraph 1.6.3 of the Sixth Schedule.

6. PUBLIC OPEN SPACE LAND AND COMMUTED SUM

- 6.1 No later than the Commencement of Development, the Owner shall submit to the Council full details of the scheme for the laying out and landscaping of the Public Open Space Land including sustainable drainage system including a schedule for its implementation and the maintenance proposed for the public open space and sustainable drainage system proposed on the Public Open Space Land for approval, such approval not being unreasonably withheld or refused.

- 6.2 The approved scheme pursuant to paragraph 6.1 shall be carried out and completed by the Owner at its own expense in accordance with the approved details and in a good workmanlike manner to the reasonable satisfaction of the Council and in the case of the sustainable drainage system works, no later than the first beneficial occupation of the Development.
- 6.3 When the Owner considers the Works have been completed in accordance with the approved details, it shall notify the Council in writing. The Council shall within 20 working Days of the receipt of such notice, inspect the Works and either:
- a) Issue to the Owner a certificate confirming it is satisfied that the Owner has fulfilled its responsibilities under the approved details and that the works have been completed to the reasonable satisfaction of the Council (the "Certificate of Practical Completion"); or
 - b) Give instructions in writing to the Owner specifying any outstanding works which in the Council's reasonable opinion must be done before it will be in a position to issue the Certificate of Practical Completion.
- 6.4 If the instructions in paragraph 6.3(b) of this schedule are given the Owner shall carry out and complete any outstanding works as soon as reasonably practicable and shall give written notice to the Council once such works have been completed. The Council shall within 20 working Days of the receipt of such notice, inspect the Works and assuming the works have been completed to the reasonable satisfaction of the Council issue the Certificate of Practical Completion in relation to the works or otherwise revert to the provisions of paragraph 6.3(b) until such satisfaction is achieved.
- 6.5 The Owner shall at its own expense maintain to the reasonable satisfaction of the Council the Public Open Space Land for a period of 12 months following the issue of the Certificate of Practical Completion ("the Maintenance period").
- 6.6 During the Maintenance Period the Owner shall at its own expense execute all such works of repair and maintenance to the Public Open Space Land as set out in the approved details under paragraph 6.1 of this schedule or that may be reasonably required in writing by the Council. If required such works shall be completed as soon as reasonably practicable following receipt of written notification from the Council.
- 6.7 The Owner shall at its own expense carry out under the direction of the Council such searches tests or trials as are reasonably necessary or considered by the Council (acting reasonably) to be necessary to ascertain the cause of any disrepair required in writing by the Council.
- 6.8 At the expiration of the Maintenance Period, if the Council is satisfied that the works have been properly carried out, maintained and repaired it will issue a final certificate confirming that the Owner has fulfilled its maintenance obligations under this schedule ("the Final Certificate") provided that if the Council is not so satisfied (as set out above) the time for issue of the Final Certificate shall be delayed until such time as it is so satisfied and the Owner shall use reasonable endeavours to comply with the reasonable requirements of the Council so as to enable the Council to issue the Final Certificate.
- 6.9 The Owner shall prior to the payment of the Public Open Space and Drainage Commuted Sum pay the reasonable and proper costs of a consultant appointed by the Council to oversee the Works carried out by the Owner in accordance with the approved scheme.
- 6.9 Within 30 days of the Council issuing the Final Certificate the Public Open Space Land shall be transferred to the Council at nil cost and the Public Open Space and Drainage Commuted Sum shall be paid to the Council.

- 6.10 Following the transfer of the Public Open Space Land and receipt of the Public Open Space and Drainage Commuted Sum by the Council, the ongoing maintenance and repair of the Public Open Space shall be the responsibility of the Council.
- 6.11 In the event that the cost of the scheme for maintenance approved under clause 6.1 for the Public Open Space and Drainage on the Public Open Space Land is less than £80,000, the remainder of the Public Open Space and Drainage Commuted Sum shall be used by the Council to provide or enhance open space facilities within the vicinity of the site.

FOURTH SCHEDULE

Affordable Housing Covenants

PART 1

- 1.1 To construct or procure the construction of the Affordable Housing Units in accordance with the Planning Permission and use all reasonable endeavours to transfer the Affordable Housing Units to the RSL.
- 1.2 To construct or procure the construction of the Social Rented Units to a standard which satisfies the Development Quality Requirements.
- 1.3 To procure that from the date of Practical Completion of the Affordable Housing Units:
- 1.3.1 that the Affordable Housing Units shall not be used other than for Affordable Housing;
- 1.3.2 that the Social Rented Housing shall not be used other than for Social Rented Housing and the Intermediate Housing shall not be used other than for Intermediate Housing; and
- 1.3.3 that the transfer of each Affordable Housing Unit in accordance with the provisions at paragraphs 1.4 to 1.10 below shall contain a restriction in similar form to the Restriction which shall be registrable in the proprietorship register of the title to each of the Affordable Housing Units with the intention that they shall remain as Affordable Housing Units in perpetuity save that none of the obligations in this Deed shall:
- (a) from the date of completion of the relevant transaction:-
- (i) apply to any Affordable Housing Units which an RSL or the Council shall be required to dispose of pursuant to a right to acquire under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any substitute right applicable or shall be required to sell to a tenant with the benefit of a voluntary purchaser grant provided under Sections 20 and 21 of the Housing Act 1996 (or any similar provision in any subsequent legislation);
- (ii) until the date of resale referred to below apply to any Affordable Housing Unit where the owner wanting to transfer his shared equity interest has complied with the nomination provisions (if any) and

has first offered to sell his shared equity interest to a nominee of the RSL but the RSL has been unable or unwilling to provide a nominee within the time period specified or such nominee has not exchanged contracts to acquire or not acquired the lessee's interest within the time period specified PROVIDED THAT when the same Affordable Housing Unit next becomes available for re-sale the covenants in this Paragraph 1.2 shall again apply and the Council shall be entitled to exercise its nomination rights in respect of the same pursuant to the relevant nomination agreement;

(b) any sale by a Chargee in exercise of its power of sale provided that the Chargee shall have first complied with the Chargee's Duty;

- 1.4 No more than 50% of the Market Housing Units shall be Occupied until the Affordable Housing Units have been transferred to the RSL or constructed by the Owner and the Owner has:-
- (a) served a Sale Notice on an RSL and offered to sell 100% of the Affordable Housing Units to the RSL pursuant to the provisions of this Agreement; and
- (b) served a copy of the Sale Notice on the Council's Head of Housing at The Alps, Alps Quarry Road, Wenvoe, Vale of Glamorgan CF5 6AA
- 1.5 The RSL may accept the offer referred to in paragraph 1.4 above by signing and returning a copy of the Sale Notice to the person who served it upon them within the Notice Period.
- 1.6 To use reasonable endeavours to ensure that the transfer of the Affordable Housing Units to the RSL shall be completed upon the terms set out in this Fourth Schedule within three months of the date of the Sale Notice or if later within 10 working days after Practical Completion of such Affordable Housing Units.
- 1.7 If having accepted the offer in accordance with 1.4 an RSL is unable to complete its purchase within the period set out in paragraph 1.5 the Owner may serve written notice on the Council giving the Council three months within which to complete the purchase of the Affordable Housing Unit(s) itself or procure the purchase of it by an RSL.
- 1.8 If the Council or the RSL fail to complete the purchase within the three month period set out in paragraph 1.7 then each relevant Affordable Housing Unit may be disposed of free from the obligations set out in this Fourth Schedule and the Additional Affordable Housing Contribution shall be paid to the Council within 28 days of the completion of the sale of each relevant Affordable Housing Unit on the open market.
- 1.9 On completion of the Disposal of each Affordable Housing Unit procure that an NHBC (or other new homes warranty provider that is approved by the Council of Mortgage Lenders) certificate is issued to the purchaser.
- 1.10 The party disposing of the Affordable Housing Units shall procure that each Affordable Housing Unit shall benefit from the following:-
- (a) a covenant to construct roads and footpaths to serve the Affordable Housing Units
- (b) full and free rights of access both pedestrian and vehicular from the public highway to each Affordable Housing Unit.
- (c) a covenant to construct drains and sewers to serve the Affordable Housing Units

- (d) full and free rights to the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the Affordable Housing Units all such services to be connected to the mains.
- (e) such other rights or covenants as may reasonably be required to be provided that such rights or covenants are (unless necessary for the proper development of the Site) no more onerous than the covenants imposed by the transfers of the Market Housing.

1.11 The Owner shall no later than the Occupation of 50% of the Market Housing Units as authorised to be constructed by the Planning Permission pay to the Council the Affordable Housing Contribution, which shall be calculated at the time as the total sum of the value of the following formula:

$$\begin{aligned}
 & 3 \times (0.58 \times \text{ACG for 1 bed flat}) + \\
 & 2 \times (0.58 \times \text{ACG for 2 bed house}) + \\
 & 1 \times (0.58 \times \text{ACG for 3 bed house}) + \\
 & 1 \times (0.30 \times \text{Market Value for 2 bed house})
 \end{aligned}$$

PART 2

Chargee's Duty

1.12 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 3 months prior notice in writing to the Council of its intention to dispose and:

- (a) In the event that the Council responds within 3 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer.
- (b) If the Council or any other person cannot within 3 months of the date of service of its response under paragraph 1.12 (a) secure such transfer then provided that the Chargee shall have complied with its obligations under this part the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) as Market Housing Units for Market Housing free of the restrictions set out in Part 1 of this Fourth Schedule and the Chargee shall Provided That there are sufficient sums remaining from the proceeds of sale following the redemption of the legal charge plus interest accrued and all associated fees pay to the Council a sum equivalent to the proportion of the Additional Affordable Housing Contribution in respect of each Affordable Housing Unit(s) being the subject of any Disposal by the Chargee and in the event that there are insufficient funds remaining from the proceeds of sale as aforesaid to pay the relevant proportion of the Additional Affordable Housing Contribution due the Chargee shall pay to the Council the balance of the proceeds of sale remaining following the redemption of the legal charge amount plus interest together with all associated fees. The Council

hereby consents to the removal of the Restriction on any disposal of an Affordable Housing Unit by a Chargee in accordance with the provisions of this paragraph

PROVIDED THAT at all times the rights and obligations in this clause 1.12 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.

FIFTH SCHEDULE

The Council's Covenants

1. The Council hereby covenants with the Owner, to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes as the Owner and the Council shall agree.
 2. The Council covenants with the Owner, that it will pay to the Owner, such amount of any payment made by the Owner 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 (except for the Affordable Housing Contribution and Public Open Space and Drainage Commuted Sum) 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 Owner or his successor to the Council.
 3. In the case of the Affordable Housing Contribution such amount paid by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within ten years of the date of receipt by the Council of such payment.
 4. In the case of the Public Open Space and Drainage Commuted Sum such amount paid by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within fifty years of the date of receipt by the Council of such payment.

SIXTH SCHEDULE

Dŵr Cymru's Covenants

- 1.1 To use the Drainage Contribution to carry out the Drainage Treatment Works so that the public foul sewerage collection treatment and disposal system is able to provide capacity for receiving foul flows of sewerage from the Development.
- 1.2 Dŵr Cymru covenants that in consideration of receipt of the Drainage Contribution it will carry out and complete the improvement and upgrading of the Colwinston WWTW within 12 months of receipt of the Drainage Contribution ("the Completion Period").
- 1.3 Dŵr Cymru covenants to supply a VAT invoice for the Drainage Contribution when such payment is made.
- 1.4 Dŵr Cymru shall use all reasonable endeavours to ensure that the Drainage Treatment Works are completed within the Completion Period but will not accept any liabilities for delays caused by:-
 - 1.4.1 Bankruptcy, receivership, winding up or liquidation or any contractor of Dŵr Cymru engaged in the construction of the improvement and expansion work
 - 1.4.2 War civil commotion strikes or other stoppages of that nature which directly impact upon the improvement and expansion work
 - 1.4.3 Any other cause beyond its reasonable control.
- 1.5 In the event that the Drainage Contribution is not paid in accordance with paragraph 5.1 of the Third Schedule, Dŵr Cymru shall be entitled to review the amount of the Drainage Contribution and if necessary increase the amount payable in line with RPI. In the event that payment is not received within the period of 12 months from the date of this Agreement, Dŵr Cymru shall be entitled to review the estimated cost and, if necessary, increase the cost in line with RPI for the preceding 12 months and the Drainage Contribution may be increased correspondingly.
- 1.6 Dŵr Cymru covenants to notify the Council within 10 Working Days of:
 - 1.6.1 any increase in the amount of the Drainage Contribution in accordance with clause 1.5 above
 - 1.6.2 receipt of the Drainage Contribution; and
 - 1.6.3 completion of the Drainage Treatment Works.
- 1.7 Dŵr Cymru covenants with the Owner that it will pay to the Owner such amount of the Drainage Contribution paid by the Owner to Dŵr Cymru under this Deed which has not been expended in accordance with the provisions of paragraph 1.1 of the Sixth Schedule of this Deed by the 1st of April 2018 together with any Interest accrued thereon for the

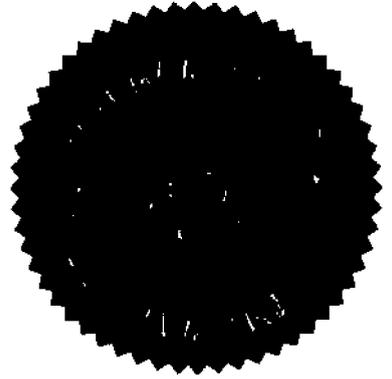
period from the date of payment to the date of refund of such repayment to be made within 10 working days of a written request for repayment being made by the Owner or his successor to Dŵr Cymru.

THE PLAN

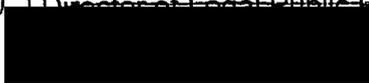
**APPENDIX A
PUBLIC OPEN SPACE LAND PLAN**

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



^{DM} Director of Legal, Public Protection and Housing Services



15691
(14/14)

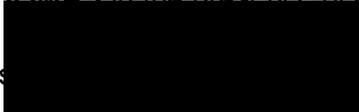
HEAD OF LEGAL SERVICES

EXECUTED as a DEED by



GWILYM RHYS THOMAS in the presence of:-

Signature of Witness



Name (Block Capitals) RICHARD HARRIS

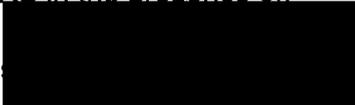
Address 2 BOROUGH CLOSE, COWBRIDGE

EXECUTED as a DEED by



JENNIFER THOMAS in the presence of:-

Signature of Witness



Name (Block Capitals) WRH BRUNSDON

Address 23 PENYMAN AVE PLYMOUTH CF36 3LE

SIGNED as a **DEED** by

REDROW HOMES LIMITED

acting by two attorneys in the presence of:-

Attorney

Attorney

Jane Carpenter
Anthony Ralph

witness signature:

witness name and address:

Emma Daniel
Redrow House Cardiff Gate

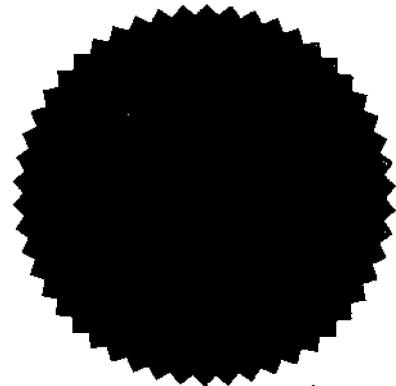
EXECUTED as a **DEED** by

By Affixing the **COMMON SEAL** of

DWR CYMRU CYFYNGEDIG

In the presence of

Authorised Signatory



15/207400

Appendix D: Photographs of area

Photograph taken from western verge, looking south.

Red circle indicates the change in levels and blind bend referred to in the Cabinet report.



Photograph of Substation in situ



Access into existing school



View along the highway, from the south (pre commencement of replacement school)



School entrance and entrance to Heol Cae Pwll (pre commencement of replacement school)

