

From: Robinson Sonny [<mailto:Sonny.Robinson@dwrcymru.com>]

Sent: 30 July 2015 10:42

To: Thomas, Edward

Cc: James Spreckley

Subject: 142349/O

Hello Ed,

Please find attached for your information.

In addition please find attached a recent S106 agreement we were party to within Monmouthshire, as found on Monmouthshire's website. We would ask that any draft S106 is sent across for our legal team to assess and include our relevant insertions

I hope this enables you to progress matters accordingly, however if you require any further information please do not hesitate to get in contact.

Regards,



Sonny Robinson

Development Control Officer | Developer Services | Dwr Cymru Welsh Water

Linea | Cardiff | CF3 0LT | T: 0800 917 2652 | www.dwrcymru.com



Before you print please think about the **ENVIRONMENT**

Herefordshire Council
PO Box 230
Blueschool House
Blueschool Street
Hereford
HR1 2ZB

Date: 30/07/2015
Our Ref: PLA0007866
Your Ref: 142349/O

Dear Sir,

Grid Ref: SO4535937693 345359 237693

Site: Land between Gosmore Road and the Seven Stars PH, Gosmore Road, Clehonger
Development: Residential development for up to 80 houses

I refer to recent correspondence regarding the current planning application for up to 80 residential properties at Land between Gosmore Road and the Seven Stars Public House Clehonger. As you will be aware, the foul discharges from the development would drain to our Clehonger Waste water Treatment Works (WwTW) which is currently at capacity and cannot accept any further flows until improvement works are undertaken. I am mindful that at present our position on the application is an objection, based on the impact of the proposal upon the receiving Clehonger Treatment Works. .

In light of our concerns regarding the impact of the development, the developer commissioned a Feasibility Study of Clehonger WwTW to identify a solution to accommodate the flows from the site. I am pleased to advise a viable/deliverable solution has since been provided to the developer.

The most appropriate mechanism for securing the funding to deliver this solution at the WwTW is via a S106 Planning Obligation Agreement, of which Dŵr Cymru would be a signatory. Accordingly, subject to appropriate controls contained within a S106 Agreement as well as the imposition of an appropriate condition which ensures the completion of the solution in advance of the communication of flows to the public sewerage network, we are content to remove our objection to this planning application.

We would therefore request that if you are minded to grant Planning Consent for the above development that the **Conditions and Advisory Notes** listed below are included within the consent to ensure no detriment to existing residents or the environment and to Dwr Cymru Welsh Water's assets.

Conditions

- No dwellings hereby approved shall be beneficially occupied until necessary improvements to the Clehonger 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 Scope issued 07/07/2015) has been completed and confirmed in writing by the Local Planning Authority.

Reason: To ensure that effective drainage facilities are provided for the proposed development, and that no adverse impact occurs to the environment or the existing public sewerage system.

- Foul water and surface water discharges shall be drained separately from the site.

Reason: To protect the integrity of the public sewerage system.

- No surface water shall be allowed to connect, either directly or indirectly, to the public sewerage system unless otherwise approved in writing by the Local Planning Authority.

Reason: To prevent hydraulic overloading of the public sewerage system, to protect the health and safety of existing residents and ensure no detriment to the environment.

- Land drainage run-off shall not be permitted to discharge, either directly or indirectly, into the public sewerage system.

Reason: To prevent hydraulic overload of the public sewerage system and pollution of the environment.

- No development shall commence until the developer has prepared a scheme for the comprehensive and integrated drainage of the site showing how foul water, surface water and land drainage will be dealt with and this has been approved by the Local Planning Authority.

Reason: To ensure that effective drainage facilities are provided for the proposed development, and that no adverse impact occurs to the environment or the existing public sewerage system.

Advisory Notes

If a connection is required to the public sewerage system, the developer is advised to contact Dwr Cymru Welsh Water's Developer Services on 0800 917 2652.

Some public sewers and lateral drains may not be recorded on our maps of public sewers because they were originally privately owned and were transferred into public ownership by nature of the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. The presence of such assets may affect the proposal. In order to assist us in dealing with the proposal we request the applicant contacts our Operations Contact Centre on 0800 085 3968 to establish the location and status of the sewer. Under the Water Industry Act 1991 Dwr Cymru Welsh Water has rights of access to its apparatus at all times.

The Welsh Government have introduced new legislation that will make it mandatory for all developers who wish to communicate with the public sewerage system to obtain an adoption agreement for their sewerage with Dwr Cymru Welsh Water (DCWW). The Welsh Ministers Standards for the construction of sewerage apparatus and an



Welsh Water is owned by Glas Cymru – a 'not-for-profit' company.
Mae Dwr Cymru yn eiddo I Glas Cymru – cwmni 'nid-er-elw'.

We welcome correspondence in
Welsh and English

Dŵr Cymru Cyf, a limited company registered in
Wales no 2366777. Registered office: Pentwyn Road,
Nelson, Treharris, Mid Glamorgan CF46 6LY

Rydym yn croesawu gohebiaeth yn y
Gymraeg neu yn Saesneg

Dŵr Cymru Cyf, cwmni cyfyngedig wedi'i gofrestru yng
Nghymru rhif 2366777. Swyddfa gofrestredig: Heol Pentwyn
Nelson, Treharris, Morgannwg Ganol CF46 6LY.

agreement under Section 104 of the Water Industry Act (WIA) 1991 will need to be completed in advance of any authorisation to communicate with the public sewerage system under Section 106 WIA 1991 being granted by DCWW.

Welsh Government introduced the Welsh Ministers Standards on the 1st October 2012 and we would welcome your support in informing applicants who wish to communicate with the public sewerage system to engage with us at the earliest opportunity. Further information on the Welsh Ministers Standards is available for viewing on our Developer Services Section of our website - www.dwrcymru.com

If you have any queries please contact the undersigned on 0800 917 2652 or via email at developer.services@dwrcymru.com

Please quote our reference number in all communications and correspondence.

Yours faithfully,



Sonny Robinson
Development Control Officer
Developer Services



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Nghymru rhif 2366777. Swyddfa gofrestredig: Heol Pentwyn
Nelson, Treharris, Morgannwg Ganol CF46 6LY.

DATED

2 April

2015

MONMOUTHSHIRE COUNTY COUNCIL

and

KATHRYN MARY YOUNG, BRIAN THORNE YOUNG,
JOHN PERROTT MORGAN and HARRY PERROTT MORGAN

and

TAYLOR WIMPEY UK LIMITED

and

DŴR CYMRU CYFYNGEDIG

AGREEMENT AND PLANNING OBLIGATION

UNDER SECTION 106

TOWN AND COUNTRY PLANNING ACT 1990 (As Amended)

Relating to land lying to the south of

School Lane, Penperlleni, Goytre, Pontypool – Phase I

THIS AGREEMENT is made the 2nd day of April 2015

BETWEEN:

- 1) **MONMOUTHSHIRE COUNTY COUNCIL** of County Hall, Cwmbran, NP44 2XH ("the Council");
- 2) **KATHRYN MARY YOUNG** and **BRIAN THORNE YOUNG** of 22 Cleggars Park, Lamphey, Pembroke, Pembrokeshire SA71 5NP and **JOHN PERROTT MORGAN** of The Granary, Twyn Square, Usk, Gwent NP5 1BH and **HARRY PERROTT MORGAN** of 29 Edward VII Avenue, Newport NP20 4NG ("the First Owners") and
- 3) **TAYLOR WIMPEY UK LIMITED (Co Regn No 01392762)** of Gate House, Turnpike Road, High Wycombe, HP12 3NR ("the Second Owner")
- 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 1990 Act for that part of the County of Monmouthshire which is not contained within the Brecon Beacons National Park
2. The First Owners are the registered proprietor under Title Number CYM103550 of the Site
3. The Second Owner has entered into a contract to develop the Site
4. The Developer has submitted the Application to the Council and the parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement
5. Dŵr Cymru Cyfyngedig is the sewerage undertaker appointed for its area which includes the area of the Development.

6. The Council has resolved to grant the Planning Permission subject to conditions which are substantially in the form of the draft decision notice which is attached and subject to this Agreement being completed prior to the granting of the Planning Permission

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this AGREEMENT the following words shall have the meaning set out below: -

"1990 Act"	the Town and Country Planning Act 1990 as amended
"Affordable Housing"	social rented, intermediate rented and low cost home ownership, provided to eligible households, the total cost (including service charges) of which will be available and affordable to persons whose needs are not met by the market. Eligibility is determined with regard to local incomes and local house prices. Affordable housing should include provisions to remain at an affordable price for future eligible households or for subsidy to be recycled for alternative affordable housing provision
"Application"	the application for full planning permission for 40no. dwellings and associated works under reference DC/2013/01001 and registered on the 28 th March 2014
"Commencement of Development"	the date on which any material operation forming part of the Development begins to be carried out (as defined in Section 56(4) of the 1990 Act) other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any

contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commenced" and "Commence Development" shall be construed accordingly

"Development"	the development of the Site as set out in the Application
"Drainage Treatment Works"	means works to improve and upgrade Goytre Waste Water Treatment Works ("Goytre WWTW")
"Drainage Contribution"	means a contribution payable to Dŵr Cymru for the improvement of the Goytre WWTW in the sum of ninety four thousand pounds (£94,000) plus VAT in accordance with the Fourth Schedule
"Dwelling"	a residential unit authorised to be constructed on the Site by the Planning Permission
"Green Infrastructure Contribution"	A contribution of Twenty Six Thousand pounds (£26,000) to be spent on nature conservation improvements and management within the areas of Open Space so as to achieve naturally accessible green space, ensuring connectivity throughout the Site and between the Site and other green infrastructure managed by the Council in the vicinity of the Site including and overall green infrastructure management fee of £2000
"Green Travel Contribution"	A contribution of Nine Hundred and Twenty Three Pounds (£923) per Dwelling to be spent on green travel plan/pedestrian improvements within the vicinity of the Site

"Highways Contribution"	A contribution of Forty Thousand Pounds (£40,000) to be spent by the Council on improvements to Goytre Arms crossroads
"LAP"	the local area of play to be provided on the LAP Land by the Council in accordance with drawing no. TD GM.1 annexed hereto
"LAP Contribution"	means the sum of Seventeen Thousand Eight Hundred and Ninety Five Pounds and Thirty Five Pence (£17,895.35) + vat to be spent by the Council on installing the LAP
"LAP Land"	means the area of land marked "POS/Play" on drawing no. 0491-C-107-D annexed hereto upon which the LAP is to be installed by the Council
"Occupation" and "Occupied"	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
"Open Space"	means the land to be used as public open space as shown coloured green on drawing no. 0491-C-107-D annexed hereto
"Open Space and LAP Maintenance Contribution"	A contribution of Seventy Eight Thousand One Hundred and Eighty Five Pounds and Sixty Five Pence (£78,185.65) to be spent on maintenance and repair of the LAP and the Open Space
"the Owners"	The First Owner and the Second Owner

"Planning Permission"	the full planning permission granted pursuant to the Application in respect of the Development and subject to conditions as set out in the Schedule
"the Plan"	the plan annexed to this Agreement
"Recreation Contribution"	A contribution of Two Thousand Eight Hundred and Ninety Eight Pounds (£2,898) per Dwelling to be spent by the Council on providing or enhancing community recreational facilities within a 5 mile radius of the Site
"RPI"	the retail price index compiled and published by the Office of National Statistics
"Site"	the land known as land south of School Lane, Penperlleni, Goytre shown edged in red on the Plan and against which this Agreement may be enforced

- 1.2 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed:
- 1.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.4 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.
- 1.5 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.

- 1.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.
- 1.8 The headings and contents list are for reference only and shall not affect construction.

2 LEGAL EFFECT

- 2.1 This Agreement is made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling legislation
- 2.2 The covenants restrictions and requirements imposed upon the Owners under this Agreement create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council as Local Planning Authority against the Owners

3 LOCAL AUTHORITY'S STATUTORY POSITION

- 3.1 NOTHING herein contained or implied shall limit prejudice or affect the rights duties and obligations of the Council under all statutes byelaws statutory instruments orders and regulations in the exercise of its function as a local authority

4 OBLIGATIONS ON THE PART OF THE OWNERS AND DEVELOPER

- 4.1 The Owners for and on behalf of themselves and their heirs assigns and successors in title with the intention that the following provisions shall bind the Site and every part of it into whosoever's hands it may come covenant with the Council that they will comply with the covenants contained in the Second and Third Schedules annexed to this Agreement.

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Taylor Wimpey

154975

A. 2013-11-08. Application boundary adjusted. AJA

DWR CYMRU
CYFYNGEDIG

~~AUTHORISED SIGNATORY~~

15 | 207156

MP 29.25

Goytre Fawr
Junior and Infants
School

5 COSTS

- 5.1 The Owners shall be responsible for the payment to the Council on completion of this Agreement of all reasonable legal costs which the Council incurs in preparing this Agreement up to a maximum of £850

6 OBLIGATIONS ON THE PART OF THE COUNCIL

- 6.1 The Council hereby covenants with the Owners and Dŵr Cymru as follows:
- 6.1.1 To grant the Planning Permission for the Development as soon as reasonably practical after completion of this Agreement and that such Planning Permission shall impose those conditions set out in the Draft Decision Notice attached to this Agreement unless otherwise amended with the agreement of both the Council and the Owners.
- 6.1.2 To use each contribution for its respective purpose as specified in clause 1 above
- 6.1.3 To cooperate in accepting the transfer of the Open Space and the LAP Land to the Council pursuant to Parts One and Two of the Second Schedule and to hold the Open Space and LAP Land thereafter solely for the purposes of public open space sporting leisure recreational or community purposes or a combination of these purposes for the benefit of the Development and for no other use or purpose
- 6.1.4 Upon the completion of the legal transfer of the Open Space and the LAP Land in accordance with paragraphs 2 and 3 of Part One of the Second Schedule the Council shall take over the maintenance of the Open Space and the LAP respectively
- 6.1.5 If expenditure of any one or more of the contributions required to be made pursuant to this Agreement has not been fully committed within five (5) years of the date of its receipt by the Council then the relevant contribution or any uncommitted balances as may be appropriate shall in each case be repaid to the Owners together with interest at the rate of the current National

Westminster Bank Plc basic rate that shall have accrued thereon

7 IT IS HEREBY AGREED AND DECLARED that notwithstanding any other provisions in this Agreement:

- 7.1 Save for clause 5.1 above, the provisions of this Agreement shall become operative only in the event of Planning Permission having been granted and the Commencement of Development
- 7.2 The Owners or any of them shall only be responsible for complying with the terms of this Agreement so long as it shall retain an interest (within the meaning of Section 106 of the 1990 Act) in the Site or in any part thereof which is the subject of the obligations attached to the part of the Site in which its interest subsists and so that having parted with its interest in the Site or the relevant part the subject of the particular obligation any subsequent breach of the terms of this Agreement shall be enforced by the Council against the persons who are then the owners of the Site or any part thereof in respect of which the obligation subsists but nothing in this clause shall release any owner in respect of any breach occurring before it shall have parted with all its interest in the Site
- 7.3 If the Planning Permission to which this Agreement relates shall expire before the Development has Commenced or is quashed revoked modified or otherwise withdrawn this Agreement shall forthwith determine and cease to have effect
- 7.4 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission relating to the Development) granted after the date of this Agreement
- 7.5 In so far as any clause or clauses of this Agreement 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 Agreement

- 7.6 Nothing contained or implied in this Agreement shall prejudice affect or otherwise fetter the rights powers duties and obligations of the Council in the exercise of its functions as a local authority or local planning authority or under any public and private statutes bylaws orders and regulations and such powers duties and obligations may be fully and effectually exercised in relation to the site or any part thereof and any works executed by the Council
- 7.7 Any notices to be served or document to be submitted on or to any party to this Agreement shall be delivered or posted to that party at the address specified as theirs at the head of this Agreement
- 7.8 Subject to the provisions of Section 106 106B and 106BA of the 1990 Act the terms and conditions of this Agreement shall only be capable of being varied by supplemental agreement executed by the parties hereto or their successors in title
- 7.9 No person shall be entitled to enforce any provisions of this Agreement who would not have been so entitled but for the enactment of the Contracts (Rights of Third Parties) Act 1999
- 7.10 The Agreement is a local land charge and shall be registered as such
- 7.11 The Council shall upon receipt of a written request from the Owners or either of them and without unreasonable delay at any time after all the planning obligations under this Agreement have been fulfilled effect the cancellation of all entries made in the Local Land Charges register in respect of this Agreement
- 7.12 No owner (including an owner of a leasehold interest) or occupier of a single dwelling (and no other property) within the Development (or any mortgagee or chargee of such a person) shall be liable for performance of or for any breach of the covenants contained in this Agreement.
- 7.13 Indexation: Save for the Drainage Contribution the indexation of which is

provided for in the Fourth Schedule hereto, if any of the contributions hereby due are not paid within 6 months of the date of this Agreement those contributions shall be index linked by increasing the specified sum in accordance with the formula:

$$\frac{Y = C \times B}{A}$$

A

Where

A is the value of the retail price index (RPI) last published before the said date hereof and

B is the value of the RPI last published before the contribution is paid

C is the amount of the contribution specified in this agreement

Y is the amount of the contribution to be paid

- 7.14 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default
- 7.15 In the event of any dispute or difference arising between any of the parties to this Agreement in respect of any matter contained in this Agreement such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in Wales with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares
- 7.16 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 7.15 or as to the appropriateness of the professional body then such question may be referred by either part to

the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares

- 7.17 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty eight working days after he has received any file or written representation
- 7.18 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days
- 7.19 The provisions of this clause shall not affect the ability of any party to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Agreement and consequential and interim orders and relief
- 7.20 Nothing in this Agreement is or amounts to or shall be construed as a planning permission or approval.

EXECUTED as a deed by the Parties and delivered the day and year first above written

**FIRST SCHEDULE
(Draft Conditions)**

See attached draft decision notice

SECOND SCHEDULE

PART ONE

OWNERS' COVENANTS

Contributions

1. The Owners hereby covenant with the Council so as to bind the Site and its successors in title

1.1 to pay to the Council:

(a) the Highways Contribution,

(b) the Green Infrastructure Contribution

(c) the Green Travel Contribution

(d) the LAP Contribution and

(e) the Recreation Contribution

50% of the payment of each to be made on the Occupation of 50% of the Dwellings and the remaining 50% on the Occupation of 80% of the Dwellings permitted SAVE THAT 100% of the LAP Contribution shall be paid on Occupation of 80% of the Dwellings permitted and 50% of the Highways Contribution shall be paid on the Occupation of the first Dwelling to be Occupied and the remaining 50% of the Highways Contribution shall be paid on the Occupation of 50% of the Dwellings permitted

1.2 to pay the Drainage Contribution to Dŵr Cymru prior to the Commencement of Development and to notify the Council immediately upon payment being made

1.3 not to occupy the Development until either:-

(a) The Drainage Treatment Works have been completed and the Council has received notification of such from Dŵr Cymru in accordance with paragraph 7.3 of the Fourth Schedule; or

(b) The expiration of 12 months following receipt by Dŵr Cymru of the Drainage Contribution, whichever is the sooner

SAVE THAT the Development may be Occupied before either of the events in sub-paragraphs 1.3 (a) and (b) have occurred in the event that the Owners and Dŵr Cymru acting reasonably have agreed an alternative interim solution for disposing of sewage effluent from the Development that does not involve connecting the foul drainage from the Development into Dŵr Cymru's sewerage system in which case the Owners will implement the said alternative solution until either of the events in sub-paragraphs 1.3 (a) and (b) have occurred, whichever is the sooner.

LAP and Open Space

2. The Owners hereby covenant with the Council that upon completion of the Open Space the Owners shall:

2.1 pay to the Council the Open Space and LAP Maintenance Contribution; and

2.2 give notice to the Council that the Open Space is completed and the Open Space and the LAP Land are ready to be transferred to the Council.

3. Within one month of the Owners having given notice to the Council that the Open Space is completed and the Open Space and the LAP Land are ready to be transferred the Owners shall at their own expense have:

3.1 provided a good and proper title to the Open Space and the LAP Land;

3.2 offered to transfer to the Council in consideration of the sum of One Pound (£1.00) all the land comprising the Open Space and the LAP Land upon the terms and conditions set out in Part Two of this Second Schedule; and

4. paid the Open Space and LAP Maintenance Contribution to the Council.

PART TWO

CONDITIONS OF TRANSFER TO COUNCIL

1 PRICE

The price shall be One Pound (£1.00) payable on completion

2 TITLE

2.1 The Owners shall at their own expense:

2.1.1 deduce title free from any financial charge;

2.1.2 provide adequate plans showing the Open Space and the LAP Land to which the transfer relates for use in connection with the transfer.

3 COVENANT FOR TITLE

The Owners shall convey with full title guarantee.

4 MATTERS SUBJECT TO WHICH LAND SOLD

4.1 In addition to the matters referred to in Standard Condition of Sale (Fifth Edition) 3.1.2, the land is sold subject to and with the benefit of (as the case may be):

4.1.1 all matters registered as local land charges or otherwise registered on any public registers or records including those maintained by the Land Registry or its Land Charges Department;

4.1.2 all notices orders proposals or requirements affecting or relating to the land given or made by any government department statutory undertaking or other public or local authority of which notice is given;

4.1.3 all rights easements quasi-easements and privileges in the nature of light air drainage way and passage and other like rights used or enjoyed over the land;

4.2 The land is sold subject to all matters disclosed in writing to the Council prior to the date of the transfer;

- 4.3 In the transfer the Council shall undertake with the Owners to hold the Open Space and the LAP Land solely for public open space sporting leisure recreational or community purposes or a combination of these purposes for the benefit of the Development and for no other use or purpose in perpetuity and granting to the Owners the right to construct keep and maintain services through the Open Space areas and the LAP Land including a right of access to maintain and repair such services but shall not be required to accept any other restriction or condition regarding the future use of the Open Space or the LAP Land.

5 **INCORPORATING STANDARD CONDITIONS OF SALE**

- 5.1 The Standard Conditions of Sale (Fifth Edition) shall apply to this transfer insofar as the same are applicable to a sale by private treaty and are not otherwise inconsistent with the terms of this Agreement or agreed to be excluded by the Owners and the Council.
- 5.2 Standard Conditions 1.3, 3.1.3, 4.1, 4.3, 5.2, 6.5 shall not apply

6 **BOUNDARIES**

The precise boundaries of the land to be transferred are to be agreed in writing between the Parties (both parties acting reasonably and without unreasonable delay) and this will include confirmation of the legal ownership of any abutting trees hedges bunds ponds watercourses and ditches.

7 **VACANT POSSESSION**

Vacant possession shall be given on completion.

8 **DATE OF COMPLETION**

Completion shall take place at the Owners' solicitor's offices as soon as reasonably practicable [and in any event within twenty working days] following the notification given under paragraph 2.2 of Part One of this Second Schedule or otherwise as agreed in writing between the parties.

THIRD SCHEDULE

AFFORDABLE HOUSING

"Acceptable Cost Guidance"	the Acceptable Cost Guidance issued by the Welsh Government to Registered Social Landlords as guidance on the acceptability of total scheme costs for grant purposes.
"Affordable Housing"	subsidised housing (irrespective of tenure exclusive or shared ownership/shared equity or other financial arrangements) that will be available to people who cannot afford to occupy dwellings generally available on the open market and for the avoidance of doubt will include housing available for rent at levels set by the Welsh Government
"Affordable Housing Land"	the land on which the Affordable Housing Units are located
"Affordable Housing Units"	<p>35% of the total Dwellings to be constructed on the Site pursuant to the Development which shall comprise of:</p> <ol style="list-style-type: none">1. 4no two person one bed walk up flats for social rent2. 6no four person 2 bed houses for low cost homeownership3. 2no four person 2 bed houses for intermediate rent4. 2no five person three bed houses for social rent <p>all such units to be constructed in accordance with the DQR</p>
"DQR"	the current Development Quality Requirements Design Standards and

Guidance produced by the Welsh Assembly Government

"Open Market Value"

means the market value as defined in the definition of Valuation Standards of the Royal Institution of Chartered Surveyors' publication "RICS Valuation – Professional Standards" published in January 2014 or any replacement thereof current at the relevant time

"Price"

Shall mean:

For Units for social rent 38% of Welsh Government ACG as at the date of this agreement

For Units for intermediate rent 60% of Welsh Government ACG as at the date of this agreement

For Low Cost Home Ownership 50% of Welsh Government ACG as at the date of this agreement or 50% of Open Market Value, whichever is the lesser (based on current value as at the date of transfer of the Affordable Housing Units).

"RSL"

registered social landlord which shall be a member of the GENuS Consortium or such other successor organisation

1. The Owners covenant not to Occupy or permit Occupation of more than 70% of the private Dwellings on the Site until such time as the Affordable Housing Units have been constructed and the Affordable Housing Land has been transferred to a RSL at no greater price than the Price SAVE THAT where the Owners have offered to transfer the Affordable Housing Units to a RSL in accordance with this paragraph of this Schedule, Occupation of the remaining private Dwellings of the Development shall not be delayed by any delay on the part of the RSL

FOURTH SCHEDULE

Dŵr Cymru's Covenants

- 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.
- 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 Goytre WWTW within fifteen months of receipt of the Drainage Contribution ("the Completion Period").
- 3 Dŵr Cymru covenants to supply a VAT invoice for the Drainage Contribution when such payment is made.
- 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:-
 - 4.1 Bankruptcy, receivership, winding up or liquidation of any contractor of Dŵr Cymru engaged in the construction of the Drainage Treatment Works
 - 4.2 War civil commotion strikes or other stoppages of that nature which directly impact upon the Drainage Treatment Works
 - 4.3 Any other cause beyond its reasonable control.
- 5 In the event that the Drainage Contribution is not paid in accordance with paragraph 1.2 of the First 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.
- 6 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.
- 7 Dŵr Cymru covenants to notify the Council and the Owners within 10 Working Days of:
 - 7.1 any increase in the amount of the Drainage Contribution in accordance with paragraph 5 of this Schedule above

7.2 receipt of the Drainage Contribution; and

7.3 completion of the Drainage Treatment Works.

ANNEX

OPEN SPACE AND LAP PLANS

Taylor
Wimpey

REVISIONS

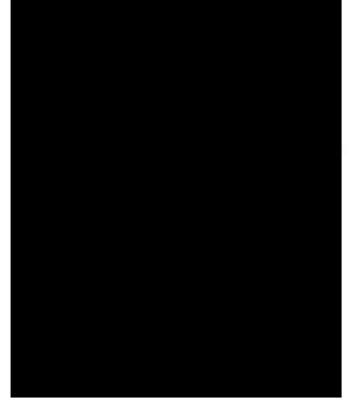
- A. 2014-07-14. Amended to suit revised Planning Layouts (Phase 1 and Phase 2). Area of privately managed land and areas to be adopted by the Water Authority added. DJE
- B. 2014-10-03. Updated at clients request. AJA
- C. 2014-10-17. Area of FOS adjusted at clients request. AJA
- D. 2014-10-24. Area of POS to the North of plots 1-5 removed and LAP boundaries changed to show areas. AJA



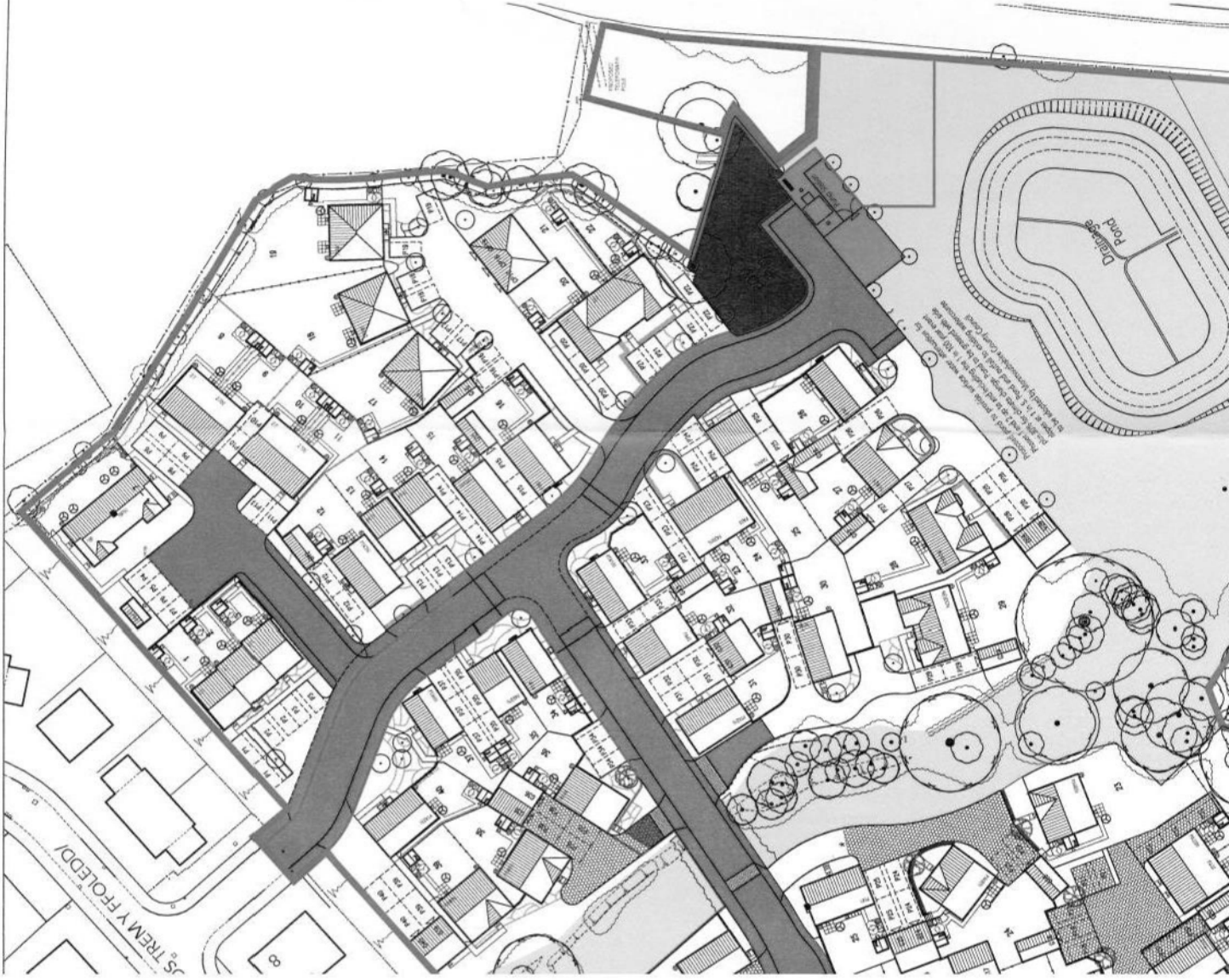
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AUTHORISED SIGNATORY
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APPLICATION BOUNDARY	
LAND OWNED BY THE APPLICANT OR A SUBSIDIARY OF THE APPLICANT	
LAND OWNED BY THE APPLICANT OR A SUBSIDIARY OF THE APPLICANT	



THE COMMON SEAL of
MONMOUTHSHIRE COUNTY COUNCIL
was hereunto affixed in the presence of:



Monmouthshire County Council Authorised Signatory

Member of the Council
Head of Legal Services

Signed as a Deed by **KATHRYN MARY YOUNG**
in the presence of

Witness Name *JAN O. SCOTT*

Witness Signature

Address

21 Bleggars Park

Occupation

Retired

Signed as a Deed by **BRIAN THORNE YOUNG**
in the presence of

Witness Name *JAN O. SCOTT*

Witness Signature

Address

21 Bleggars Park

Occupation

Retired

Signed as a Deed by **JOHN PERROTT MORGAN**
in the presence of

Witness Name **ROBERT TWIGG**
SOLICITOR

Witness Signature

Address **EVERETT TOMLIN LLOYD & PRATT**
19/20 GOLD TOPS
NEWPORT NP20 4PH

Occupation

Signed as a Deed by **HARRY PERROTT MORGAN**
in the presence of

Witness Name **ROBERT TWIGG**
SOLICITOR

Witness Signature

Address

Occupation **EVERETT TOMLIN LLOYD & PRATT**
19/20 GOLD TOPS
NEWPORT NP20 4PH

EXECUTED AS A DEED by **TAYLOR**
WIMPEY UK LIMITED acting by its attorneys
DIANA CUMMINGS and **JAMES BALL**
in the presence of:

Name: **Karen Hood**
Address: **600 Park Avenue, Aztec West**
Almondsbury, Bristol BS32 4SD

Occupation: **Legal Secretary**

)
)
Attorney

Attorney

EXECUTED AS A DEED by Affixing
the COMMON SEAL of DWR CYMRU
CYFYNGEDIG

In the presence of

Authorised Signatory



15/207156