

DATED 27th NOVEMBER 2013

- (1) RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL  
(2) TALBOT GREEN DEVELOPMENTS LIMITED  
(3) THE WELSH MINISTERS  
(4) BANK OF SCOTLAND PLC

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PLANNING OBLIGATION BY DEED OF AGREEMENT  
UNDER SECTION 106 OF THE TOWN AND COUNTRY  
PLANNING ACT 1990  
relating to  
Land at Talbot Green, Llantrisant  
Phase 1

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Pinsent Masons

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THIS DEED is made on 27th NOVEMBER 2013

**BETWEEN:-**

- (1) **RHONDA CYNON TAFF COUNTY BOROUGH COUNCIL** of The Pavilions, Cambrian Park Clydach Vale, Tonypany, CF40 2XX (the "Council");
- (2) **TALBOT GREEN DEVELOPMENTS LIMITED** [REDACTED]
- (3) **THE WELSH MINISTERS** of Crown Buildings, Cathays Park, Cardiff CF10 3NQ ("Second Owner"); and
- (4) **BANK OF SCOTLAND PLC** [REDACTED]

**WHEREAS:-**

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (B) The Council is also the local highway authority for the area in which the Site is situated.
- (C) The Owners are the freehold owners of the Site.
- (D) The Mortgagee has a legal charge over the First Owner's title to the Site.
- (E) The First Owner 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.
- (F) The Council resolved on 18 July 2013 to grant the Planning Permission subject to the prior completion of this Deed.

**IT IS AGREED** as follows:-

**1. DEFINITIONS**

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

- "Act" means the Town and Country Planning Act 1990
- "Application" means the application for full planning permission submitted to the Council for the Development which was validated on 22 October 2012 and allocated reference number 12/1102/10
- "Commencement of Development" means the date on which any material operation (as defined in section 56(4) of the Act) forming part of the Development begins to be carried out but excluding the following (for the purposes of this Deed 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 "**Commence Development**" shall be construed accordingly

<b>"Development"</b>	means the Development at the Site including the erection of a supermarket (class A1), service yard, car park, petrol filling station, new customer access road and new access from A473 and associated development as set out in the Application
<b>"Index"</b>	means in respect of the Habitat Management Contribution the All Items Index of Retail Prices issued by the Office for National Statistics and in respect of the Strategic Highways Contribution the Construction Price Index
<b>"Interest"</b>	interest at 4 per cent above the base lending rate of the Barclays Bank Plc from time to time
<b>"Occupation"</b>	means 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
<b>"Owners"</b>	means together the First Owner and the Second Owner or any one or number of them as the context so permits
<b>"Plan 1"</b>	means the plan attached to this Deed at Schedule 1
<b>"Planning Permission"</b>	means the full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in Schedule 2
<b>"Site"</b>	means the land against which this Deed may be enforced comprising land adjacent to Cowbridge Road and A473 Talbot Green, as described at Schedule 1 and shown edged red and blue on Plan 1

## 2. CONSTRUCTION OF THIS DEED

- 2.1 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.
- 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 the successors to its respective statutory functions.

2.7 The headings and contents list are for reference only and shall not affect construction.

### 3. **LEGAL BASIS**

3.1 This Deed is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972 and section 2 of the Local Government Act 2000.

3.2 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to section 106 of the Act and are enforceable by the Council in the case of covenants made with them as local planning authority against the Owners.

### 4. **CONDITIONALITY**

This Deed is conditional upon:-

4.1 the grant of the Planning Permission; and

4.2 the Commencement of Development,

save for the provisions of Clauses 7.1, 10, 14, 15 and 16 and Schedule 3 Clause 1 which shall come into effect immediately upon completion of this Deed.

### 5. **THE OWNER'S COVENANTS**

5.1 The Owners covenant with the Council as set out in Schedule 3.

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

The Council covenants with the Owners as set out in Schedule 4.

### 7. **MISCELLANEOUS**

7.1 The Owners shall pay to the Council on completion of this Deed the reasonable legal costs of the Council up to the sum of £4,000 incurred in the negotiation, preparation and execution of this Deed.

7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

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

7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of:-

Service Director; Planning;

and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

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

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

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

Development save that this Deed shall continue to be valid and enforceable following and amendment or variation to the Planning Permission achieved through the submission of a planning application pursuant to section 73 of the Act as if this Deed had been complete pursuant to such an application unless expressly stated to the contrary in any other deed.

- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.11 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all statutory by-laws, statutory instruments, orders and regulations in the exercise of their functions as a local authority.
- 7.12 Any sum due under this Deed other than the legal fees referred to in Clause 7.1 above shall be paid to the Council care of the Service Director; Planning of Sardis House, Sardis Road, Pontypridd CF37 1DU.

8. **MORTGAGEE'S CONSENT**

The Mortgagee acknowledges and declares that this Deed has been entered into by the First Owner with its consent and that the Site shall be bound by the First Owner's obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed **PROVIDED THAT** the Mortgagee shall have no liability whatsoever under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the First Owner.

9. **WAIVER**

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

10. **CHANGE IN OWNERSHIP**

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

11. **INDEXATION**

Any sum referred to in Schedule 3 and Schedule 4 shall 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.

12. **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.

13. **VAT**

All consideration given in accordance with the terms of this Deed shall be exclusive of any Value Added Tax properly payable.

14. **DISPUTE PROVISIONS**

- 14.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed 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.
- 14.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 14.1 or as to the appropriateness of the professional body then such question may be referred by either party 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.
- 14.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was 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 the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 14.4 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.
- 14.5 The provisions of this Clause shall not affect the ability of the Council 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 Deed and consequential and interim orders and relief.

15. **JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and Wales as applied in Wales and the parties submit to the non-exclusive Jurisdiction of the courts of England and Wales. This Deed will be deemed to be entered into in Rhondda Cynon Taff.

16. **DELIVERY**

The provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

**SCHEDULE 1**

**DETAILS OF THE OWNERS' TITLE AND DESCRIPTION OF THE SITE**

**Description of Site**

Land adjacent to Cowbridge Road and A473, Talbot Green, CF72 8XU as edged red and blue on Plan 1 and with registered title numbers as follows:

**First Owner**

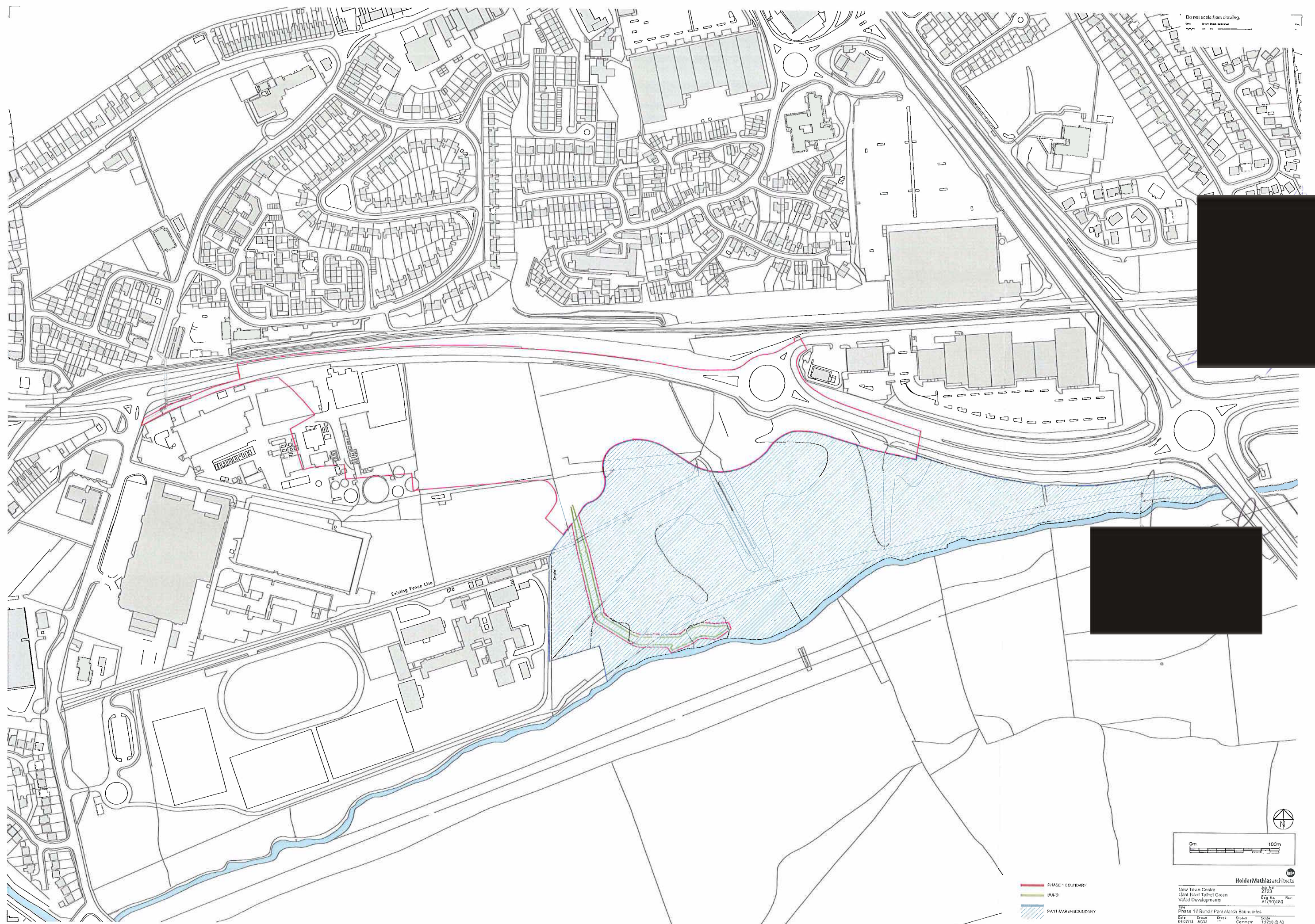
[REDACTED]

**Second Owner**

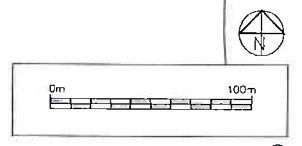
[REDACTED]



Do not scale from drawing.



- PHASE 1 BOUNDARY
- WARD
- ▨ PAINT MARSH BOUNDARY



**Holder Mathias architects**  
 1100 Toon Centre  
 1400 Lisit Talbot Green  
 Velaz Developments  
 019 85 84  
 AL(90)160  
 Phase 1 of Ward / Paint Marsh Boundaries  
 Date: 09/01/13  
 Drawn: D. Wick  
 Checked: S. Carter  
 Scale: 1:1250 @ A2  
 0010 012 2048 608 London: 020 7287 0133 www.holdermathias.com



**SCHEDULE 2**

**FORM OF NOTICE OF PLANNING PERMISSION**

DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT  
Town and Country Planning Act 1990

## FULL PLANNING PERMISSION

Client's Name and Address



Applicant's Name and Address (if different)



### Part I - Particulars of Application Number 12/1102/10

Proposal: Erection of a supermarket (class A1), service yard, car park, petrol filling station, new customer access road and new access from A473 and associated development (Amended vehicular and pedestrian accessibility, landscaping and elevation plans received 18/02/13).  
Location: LAND SOUTH OF A473, TALBOT GREEN (NORTH - EAST OF LEEKES DEPT STORE).  
Grid Ref:

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### Part II - Particulars of decision

In pursuance of its powers under the Town and Country Planning Act 1990, the Rhondda Cynon Taf County Borough Council GRANTS permission for the carrying out of the development as specified in the application and plans submitted, subject to the following conditions:-

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

Reason: To comply with Sections 91 and 93 of the Town and Country Planning Act 1990.

- 2 The development hereby approved shall be carried out in accordance with the following approved plans, unless otherwise to be approved and superseded by details required by any other condition attached to this consent:

Drawings Nos: 7730\_PL 001, 7730\_PL 002, 7730\_PL 003, 7730\_PL 004, 7730\_PL013, 7730\_PL 014, 7730\_PL 015, 40116\_LP(90)002 Rev A, 40116\_LP(90)004 Rev B, 40116\_LP(90)005 Rev B, 40116\_LP(90)008, 40116\_LP(90)009, 40116\_LP(90)010 Rev A, 40116\_LP(90)011 Rev A, CD V\_C7915 C22 Rev RO, CD V\_C7915 C23 Rev RO, CD V\_C7915 C24 Rev RO, AL (90) 140 Rev G, 4449\_201 Rev P1, 5023353\_RCF\_I\_RC4 Rev P3 dated 22 October 2012;

Drawing No: 3168 / 20 dated 1 February 2013; and

Drawing Nos: 7730\_PL 005 Rev A, 7730\_PL 007 Rev A, 7730\_PL 008 Rev A, 7730\_PL 009 Rev A, 7730\_PL 010 Rev A, 7730\_PL 011 Rev A, 7730\_PL 012 Rev A, 40116-LP(90)001 Rev E, 40116\_LP(90)003 Rev C, 40116\_LP(90)006 Rev C, W110033/A/B/06 Rev A, W110033/A/B/05 Rev A dated 18 February 2013.

Reason: To ensure compliance with the approved plans and clearly define the scope of the permission.

3 This permission grants the development of a supermarket with the following uses and maximum floorspace areas:

- a supermarket 10,801sqm gross/7,230sqm net of floorspace;
- an associated car park (573 spaces);
- a petrol filling station including above ground fuel tanks;
- a link road (south) from the Glamorgan Vale roundabout;
- modifications to the east and west bound exits of the Glamorgan Vale roundabout;
- a new junction onto the A473 between Glamorgan Vale roundabout junction and the A4222 Cowbridge Road;
- associated landscaping works;
- re-profiling of the land to provide an approximate level development plateau at 48m AOD;
- Flood alleviation works comprising an earthen bund of c.280m length at c.46m AOD.

Reason: To ensure that the development is carried out in accordance with the approved plans and other submitted details and to ensure that the quantum of building/floorspace keeps within the parameters assessed pursuant to the EIA in relation to the development.

4 The net sales floorspace (excluding check-outs) of the supermarket hereby permitted shall not exceed 7,230sqm net of which no more than 3,100sqm shall be used for the sale of comparison goods, unless otherwise agreed in writing with the Local Planning Authority. The store shall not be subdivided into separate retail units or any further element of mezzanine level provided without the further written consent of the Local Planning Authority.

Reason: In order that the development accords with the retail assessment undertaken and having regard to policy SSA8 of the Rhondda Cynon Taf Local Development Plan.

5 The development hereby permitted shall provide no less than 573 car parking spaces and these shall be provided in a car park to serve the supermarket. The car park to serve the supermarket shall be completed prior to first beneficial occupation of the supermarket.

Reason: In order to ensure that a satisfactory level of car parking is provided within the development in accordance with policy AW5 of the

## Rhondda Cynon Taf Local Development Plan.

- 6 Prior to the first beneficial occupation of the development hereby approved, a scheme detailing the hours of operation of all other activities (including a Deliveries and Servicing Plan) shall be submitted to and approved in writing by the Local Planning Authority. The plan shall require:
- a) Deliveries to the service yard between the hours of 23:00 and 06:00 from Monday to Saturday and between 22:00 and 08:00 on Sundays and Bank/Public Holidays to be limited to no more than one delivery per hour.
  - b) Deliveries to the service yard between the hours of 07:00 and 23:00 from Monday to Saturday and between 08:00 and 22:00 on Sundays and Bank/Public Holidays to be carried out in accordance with a Service Yard Management Plan - (Daytime / Evening Deliveries).
  - c) Deliveries to the service yard between the hours of 23:00 and 07:00 from Monday to Saturday and between 22:00 and 08:00 on Sundays and Bank/Public Holidays to be carried out in accordance with a Service Yard Management Plan – (Overnight Deliveries).
  - d) Details which demonstrate how deliveries and service trips will be managed and shall include a routing agreement for all delivery and service vehicles accessing the site to ensure that deliveries are made via the strategic road network and not via secondary routes.

The development shall be carried out in accordance with the approved scheme, unless otherwise agreed in writing with the Local Planning Authority.

Reason: In order to safeguard the amenities of the occupiers of residential properties within the development in accordance with policies AW5 and AW6 of the Rhondda Cynon Taf Local Development Plan.

- 7 The supermarket and petrol filling station shall not be open to the public outside of the following times:

Supermarket:

Monday to Saturday:	07:00 - 22:00
Sundays and Bank Holidays:	10:00 - 18:00

Petrol Filling Station:

Monday to Saturday:	06:00 - 23:00
Sundays and Bank Holidays:	06:00 - 23:00

Reason: To protect the amenities of nearby properties in accordance with Policies AW5 and AW10 of the Rhondda Cynon Taf Local Development Plan.

- 8 No development shall take place until a Construction Environmental Management Plan (CEMP), relating to the development, has been submitted to and approved in writing by the Local Planning Authority to provide for:

- the means of access into and egress from the site for all construction

- traffic;
- the routing of construction traffic on the public highway;
- the parking of vehicles of site operatives and visitors;
- the management of vehicular and pedestrian traffic;
- loading and unloading of plant and materials, storage of plant and materials used in the construction of the development;
- wheel washing facilities;
- the suppression of dust;
- the sheeting of lorries leaving the site;
- details of plant and equipment;
- methods and types of ground compaction;
- mitigation measures for the control of noise;
- location of site compounds;
- use of artificial lighting and details of the measures that will be put in place to reduce the impacts of light fall from construction lighting onto the adjacent Pant Marsh SINC and other habitats;
- measures to treat and remove suspended solids from surface water run-off;
- method statement for the working on the retained areas of Pant Marsh SINC;
- the temporary protection of trees and/or hedgerows to be retained during periods of construction.

The approved Construction Method Statement Management Plan shall be adhered to throughout the development process unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of the safe and free flow of traffic and in order to ensure that the amenities of residents in proximity to the site are not unduly impacted upon in accordance with policies AW5 and AW10 of the Rhondda Cynon Taf Local Development Plan.

- 9 Any facilities for the storage of oils, fuels and chemicals associated with the construction compounds shall be sited on impervious bases and surrounded by impervious bund walls. The volume of the bunded compound should be at least equivalent to the capacity of the tank plus 10%. If there are multiple tanks, the compound should be at least equivalent to the capacity of the largest tank or the combined capacity of inter-connected tanks plus 10%. All filling points, vents, gauges and sight glasses must be located within the bund. The drainage system of the bund shall be sealed with no discharge to any watercourse, land or underground strata. Associated pipe work should be located above ground and protected from accidental damage. All filling points and tank overflow pipe outlets should be detailed to discharge downwards into the bund.

Reason: In order to prevent pollution of the water environment in accordance with policy AW10 of the Rhondda Cynon Taf Local Development Plan.

- 10 Prior to its installation a full specification of all fixed building plant shall be

submitted to and approved in writing by the Local Planning Authority. Installation shall be in full accordance with the approved details.

Reason: In order to ensure that the plant is not of nuisance to nearby residential occupiers having regard to policy AW5 of the Rhondda Cynon Taf Local Development Plan.

11 Construction of the development, with the exception of prior agreed highway works, shall not take place other during the following times:

- Monday to Friday: 0800hrs to 1800hrs
- Saturday: 0800hrs to 1300hrs
- Not at any times on Sundays, Bank or Public Holidays

Unless otherwise first agreed in writing by the Local Planning Authority.

Reason: To ensure that the noise emitted from this development is not a source of nuisance to occupants of nearby residential properties in accordance with policy AW10 of the Rhondda Cynon Taf Local Development Plan.

12 No development hereby permitted shall take place until the applicant, or their agents or successors in title, has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved in writing by the Local Planning Authority.

Reason: In order to identify and record any features of archaeological interest discovered during the works, in order to mitigate the impact of the works on the archaeological resource in accordance with policy AW7 of the Rhondda Cynon Taf Local Development Plan.

13 Details of the finished floor levels for buildings and finished site levels (for all hard surfaced and landscaped areas) in relation to existing site levels shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the construction of the supermarket building. The minimum slab levels for the development shall be 46.5m AOD. The development shall thereafter be carried out in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure a satisfactory form of development having regard to the surrounding area and to ensure that the floor levels of any proposed buildings are above the flood level in accordance with Policy AW10 of the Rhondda Cynon Taf Local Development Plan.

14 Prior to import to site, soil material or aggregate used as clean fill or capping material shall be chemically tested to demonstrate that it meets the relevant screening requirements for the proposed end use. This information shall be submitted to and approved in writing by the Local Planning Authority: no other fill materials shall be imported to the site.



Reason: To ensure that the site is safe and suitable for its proposed use in accordance with policy AW10 of the Rhondda Cynon Taf Local Development Plan.

15 No development shall commence on site, unless otherwise agreed in writing by the Local Planning Authority, until a scheme to deal with contamination has been submitted and approved in writing by the Local Planning Authority. The scheme shall include all the following measures unless the Local Planning Authority dispenses with any such requirement specifically and in writing:

- a Desk-top Study carried out by a competent person to identify and evaluate all potential sources and impacts of contamination relevant to the site. The Desk-top Study should contain a Conceptual site model. A copy of the Desk-top Study shall be submitted to the Local Planning Authority without delay on completion.
- a site investigation shall be carried out by a competent person to fully and effectively characterise the nature and extent of any contamination and its implications. The site investigation shall not be commenced until a Desk-top Study has been completed satisfying the requirements of paragraph a) above.
- a written method statement for the remediation of contamination affecting the site shall be agreed in writing with the Local Planning Authority prior to commencement and all requirements shall be implemented and completed to the satisfaction of the Local Planning Authority by a competent person. No deviation shall be made from this scheme without the express written agreement of the Local Planning Authority.

Reason: To ensure that the site is safe and suitable for its proposed use, in accordance with policy AW10 of the Rhondda Cynon Taf Local Development Plan.

16 No development hereby permitted shall be occupied and/or operated until the measures approved in the scheme (referred to in condition 15.) have been implemented and a suitable validation report of the proposed scheme has been submitted to and approved by the Local Planning Authority.

Reason: To ensure that the site is safe and suitable for its proposed use, in accordance with policy AW10 of the Rhondda Cynon Taf Local Development Plan.

17 If during development works any contamination should be encountered which was not previously identified and is derived from a different source and/or of a different type to those included in the contamination proposals then revised contamination proposals shall be submitted for the written approval of the Local Planning Authority.

Reason: To ensure that the site is safe and suitable for its proposed use, in accordance with policy AW10 of the Rhondda Cynon Taf Local



Development Plan.

- 18 No construction of the supermarket, petrol filling station or car park shall commence until such time as details of all materials and finishes to be used externally (including the provision of site sample panels where appropriate) have been submitted to, and approved in writing by the Local Planning Authority. The materials used shall be in accordance with the details as may be approved.

Reason: To ensure that the external appearance of the proposed development will be in keeping with the character of the area and adjoining buildings in the interests of visual amenity in accordance with policies AW5 and AW6 of the Rhondda Cynon Taf Local Development Plan.

- 19 Details indicating the positions, design, materials (including, where necessary, samples) and type of boundary treatments to be erected shall be submitted to and approved in writing by the Local Planning Authority. The boundary treatments shall be completed in accordance with the approved details as soon as practicable following the completion of the development and prior to the first beneficial use of the development.

Reason: In the interests of the security of the site, the visual amenities of the area and to safeguard the standards of amenity occupiers of properties in that area can reasonably expect to enjoy in accordance with policies AW5 and AW6 of the Rhondda Cynon Taf Local Development Plan.

- 20 Notwithstanding the details submitted as part of the application, no development shall be occupied until such time as details of all external lighting, including lighting within the entrance of the retail unit and details of measures that will be put in place to reduce impacts of light fall from the supermarket, access and associated infrastructure onto the adjacent Pant Marsh SINC and other habitats, have been submitted to and approved in writing by the Local Planning Authority.

Any lighting installed shall be carried out and operated in accordance with the approved scheme unless otherwise agreed in writing with the Local Planning Authority.

Reason: To ensure that residents and wildlife living in close proximity to the site are not unduly affected by the levels of light emanating from the proposed development. In accordance with policies AW5 and AW6 of the Rhondda Cynon Taf Local Development Plan.

- 21 Prior to the beneficial occupation of the supermarket hereby approved, details of the temporary panel to be provided on the southern elevation of the development and the timescale for its installation and retention, shall be submitted to and agreed in writing by the Local Planning Authority. The panel shall be provided in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the development integrates with its surrounding

and having regard to policies AW 6 and SSA8 of the Rhondda Cynon Taf Local Development Plan.

- 22 Prior to occupation of the development, a scheme shall be submitted to, and approved in writing by, the Local Planning Authority, detailing measures to be incorporated into the design, construction and operation of the development for the prevention of crime. The development shall comply with the details contained in the approved scheme.

Reason: In order to comply with policies AW5 and AW6 of the Rhondda Cynon Taf Local Development Plan and the requirements of TAN12: Design and Planning Policy Wales.

- 23 Prior to the beneficial occupation of the development hereby permitted, the footpath shown to the north of the supermarket on plan reference W110033A/B/05 Rev A, shall be constructed in accordance with details relating to its design and method of construction, which shall first be submitted to and approved in writing by the by the Local Planning Authority.

Reason: In the interests of pedestrian safety in accordance with Policy AW5 of the Rhondda Cynon Taf Local Development Plan.

- 24 The timetable for the full implementation of the areas of public realm, shall be agreed in writing by the Local Planning Authority, prior to the occupation of the development and the identified area/s shall be carried out in accordance with the timetable and thereafter used for no purpose other than as areas of public realm.

Reason: To ensure that the new development makes the necessary and appropriate provision for public realm in accordance with policies AW5 and AW6 of the Rhondda Cynon Taf Local Development Plan.

- 25 There shall be no beneficial occupation of the development, until a Management Strategy for the maintenance of all areas of public realm has been submitted to and approved in writing by the Local Planning Authority. The Management Strategy shall be implemented in accordance with the approved details.

Reason: To ensure that the new development makes the necessary and appropriate provision for areas of public realm in accordance with policies AW5 and AW6 of the Rhondda Cynon Taf Local Development Plan.

- 26 No development comprising the erection of commercial development (buildings) shall commence before a scheme for the provision and implementation of a sustainable urban drainage system to serve the development has been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be implemented in accordance with the approved scheme and maintained as such thereafter unless otherwise agreed in writing by the Local Planning Authority.

Reason: In order to ensure the proper drainage of the site in accordance with policies AW6 and AW10 of the Rhondda Cynon Taf Local Development Plan.

- 27 No development comprising the erection of commercial development (buildings) shall commence, until foul and surface water drainage arrangements have been submitted to and approved in writing by the Local Planning Authority. No building shall be occupied until the drainage works have been completed in accordance with the approved scheme.

Reason: In order to ensure adequate disposal of foul and surface water drainage in accordance with policy AW10 of the Rhondda Cynon Taf Local Development Plan.

- 28 No beneficial occupation of any commercial building hereby approved shall occur until all necessary improvements to the public sewerage system to accommodate the development have been completed and this has been confirmed in writing to the Local Planning Authority.

Reason: To protect the existing community and the environment from the adverse affects of sewerage flooding and pollution and to ensure the development is effectively drained.

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

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

- 30 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.

- 31 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.

- 32 The developer shall provide a suitable grease trap to prevent entry into the public sewerage system of matter likely to interfere with the free flow of the sewer contents, or which would prejudicially affect the treatment and disposal of such contents.

Reason: To protect the integrity of the public sewerage system and sustain as essential effective service to existing residents.

- 33 A surface water regulation system, the details of which shall be first submitted to and approved in writing by the Local Planning Authority shall be implemented in accordance with the approved details prior to the construction of any impermeable surfaces draining to the system.

Reason: To prevent the increased risk of flooding.

- 34 Prior to being discharged into any watercourse, surface water sewer or soakaway system, all surface water drainage from parking areas and hard standings associated with construction compounds, shall be passed through an oil and petrol interceptor, the capacity and design of which shall be submitted to and approved in writing by the Local Planning Authority prior to its installation. The interceptor shall be installed prior to the parking areas and hard standings being used and retained thereafter and maintained in accordance with the manufacturer's instructions.

Reason: In order to prevent water pollution in accordance with policy AW10 of the Rhondda Cynon Taf Local Development Plan.

- 35 No development whatsoever shall be allowed to commence until measures to protect the existing private sewerage crossing the site have been submitted to and approved by the Local Planning Authority.

Reason: To ensure that flood risk associated with the existing private sewerage does not increase as a result of any development activities.

- 36 No development whatsoever shall be allowed to commence until the structural condition of existing culverted watercourses crossing the site has been determined and measures to protect such culverted watercourses have been submitted to and approved by the Local Planning Authority.

Reason: To ensure that flood risk associated with the existing culverted watercourses does not increase as a result of any development activities.

- 37 Notwithstanding the details submitted and considered as part of this application the landscaping of the site shall be carried out in the first planting and seeding season following the completion of the development in accordance with a scheme to be first approved in writing by the Local Planning Authority, which shall include the suitable replacement of the TPO trees proposed to be removed under this application. Any vegetation planted which within a period of 5 years from the date planted, dies, is removed or becomes seriously damaged or diseased, shall be replaced in the next planting season with other(s) of similar size and species unless the Local Planning Authority gives its written consent to any variation

Reason: To ensure that the new development will be visually attractive in the interests of amenity in accordance with policies AW5 and AW6 of the Rhondda Cynon Taf Local Development Plan.

- 38 A landscape management plan, including long term design objectives,

management responsibilities and maintenance schedules for all landscape areas, shall be submitted to and approved in writing by the local planning authority prior to the beneficial use of the development. The landscape management plan shall be carried out as approved.

Reason: To ensure that the new development will be visually attractive in the interests of amenity in accordance with Policies AW5 and AW6 of the Rhondda Cynon Taf Local Development Plan.

39 The development permitted by this planning permission shall only be carried out in accordance with the approved Flood Consequences Assessment (FCA) undertaken by Atkins (document 5023353-DG-FRA3-2.doc, dated August 2012) and the following mitigation measures detailed within the FCA:

- Minimum slab levels to be no lower than 46.5m Above Ordnance Datum (AOD) for the development area;
- A proposed mitigation scheme in the form of a raised earthwork embankment on the Pant Marsh, as outlined in section 3 and figure 3.3 of the FCA.

Reason: To reduce the impact of flooding on the proposed development and future occupants and prevent flooding by ensuring the satisfactory storage of fluvial floodwater.

40 No development shall commence until a scheme detailing the phasing of the earthworks proposed to be carried out on site, including the re-profiling works and construction of the raised earthwork embankment shown in section 3 and figure 3.3 of the approved Flood Consequences Assessment (FCA) undertaken by Atkins (document 5023353-DG-FRA3-2.doc dated August 2012), has been submitted to and approved in writing by the Local Planning Authority. All works shall be carried out in accordance with the approved scheme, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To prevent the increased risk of flooding in accordance with policies AW 8 and AW 10 of the Rhondda Cynon Taf Local Development plan.

41 Prior to any works commencing on site, a strategy confirming how it is proposed to maximise mitigation opportunities for the areas of SINC habitat that are removed within the development site, for use within the landscaping of the site shall be submitted to and agreed in writing by the Local Planning Authority. The agreed strategy shall be implemented in full in the course of the development.

Reason: In order to minimise impact on the natural habitat in accordance with policy AW8 of the Rhondda Cynon Taf Local Development Plan.

42 No works shall commence in relation to the raised earthwork embankment

shown in section 3 and figure 3.3 of the approved Flood Consequences Assessment (FCA) undertaken by Atkins (document 5023353-DG-FRA3-2.doc, dated August 2012), until a Bund Construction Scheme has been submitted to and approved by the Local Planning Authority which provides the following details:

- Details of the method of construction;
- Proposed materials to be used in construction;
- Method statement including cross sectional details of how the existing public right of way will be incorporated into the bund;
- Method statement which demonstrates how the public right of way will remain open, accessible and unobstructed throughout the course of the construction and a schedule of the measures, which will be employed to ensure that the public right of way is not damaged by the construction.

All works shall be carried out in accordance with that scheme, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To prevent the increased risk of flooding in accordance with policies AW8 and AW10 of the Rhondda Cynon Taf Local Development plan.

43 No development shall take place until a Species and Habitat Protection and Mitigation Plan for Construction has been submitted and approved in writing by the local planning authority. The plan shall include:

- An appropriate scale plan showing 'Wildlife Protection Zones' where construction activities are restricted and where protective measures will be installed or implemented;
- Details of protective measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction;
- A timetable to show phasing of construction activities required in the Wildlife Protection Zone(s) to minimise, as far as practicable, works during periods of the year when sensitive wildlife could be harmed (such as nesting bird season, hibernating and breeding amphibians and reptiles, etc.);
- Details of specific species and habitat mitigation measures;
- Persons responsible for:
  - i) Compliance with legal consents relating to nature conservation;
  - ii) Compliance with planning conditions relating to nature conservation;
  - iii) Installation of physical protection measures during construction;
  - iv) Implementation of sensitive working practices during construction;
  - v) Regular inspection and maintenance of physical protection measures and monitoring of working practices during construction;
  - vi) Specific species and Habitat Mitigation measures;
  - vii) Provision of training and information about the importance of the 'Wildlife Protection Zones' to all construction personnel on site.

All construction activities shall be implemented with the approved details and timing of the plan unless otherwise approved in writing by the Local Planning Authority'.

Reason: To enhance and afford protection to animal and plant species in accordance with Policies AW 5 and AW8 of the Rhondda Cynon Taf Local Development Plan.

- 44 No development shall take place until details of the Flood Bund Habitat Mitigation Plan have been submitted to and approved in writing by the local planning authority.

The Flood Bund Habitat Mitigation Plan shall include details of;

- a) Purpose, aim and objectives of the scheme;
- b) A review of the plans ecological potential and constraints;
- c) The method statement for the careful stripping and (if necessary) storage of SINC grassland soil/vegetation/seed sources to be lost to the Supermarket development, including timescales and plans showing areas from which habitat material will be salvaged and where material will be stored;
- d) The method statement for the replacement of SINC grassland soil/vegetation/seeds onto the newly constructed flood bund;
- e) A 5 year aftercare plan for the translocated flood bund grassland, to include:
  - i) Techniques and methods of vegetation establishment;
  - ii) Method statements for site preparation and establishment of target habitat features;
  - iii) Extent and location of proposed works;
  - iv) Aftercare and long term management;
  - v) Personnel responsible for the work;
  - vi) Timing of the works;
  - vii) Monitoring;
  - viii) Disposal of waste arising from the works;

All construction activities shall be carried out in accordance with the Flood Bund Habitat Mitigation Plan approved details, unless otherwise approved in writing by the Local Planning Authority.

Reason: In the interest of nature conservation in accordance with Policies AW5 and AW8 of the Rhondda Cynon Taf Local Development Plan.

- 45 Prior to the commencement of development, a detailed method statement for the removal or long-term management/eradication of Japanese knotweed shall be submitted to and approved in writing by the Local Planning Authority. The method statement shall include proposed measures to prevent the spread of Japanese knotweed during any operations such as mowing, strimming or soil movement. It shall also contain measures to ensure that any soils brought to the site are free of the seeds / root / stem of any invasive plant covered under the Wildlife and Countryside Act 1981. Development shall proceed in accordance with the approved method statement.

Reason: Japanese knotweed is an invasive plant, the spread of which is



prohibited under the Wildlife and Countryside Act 1981. Without measures to prevent its spread from the development there would be the risk of an offence being committed, and avoidable harm to the environment occurring. Its effective management is considered to be in accordance with Policy AW8 of the Rhondda Cynon Taf Local Development Plan.

- 46 No works of construction comprising the erection of commercial development (buildings) shall commence before a Sustainable Development Strategy (SDS) report has been submitted to and approved in writing by the Local Planning Authority. The SDS report shall have regard to matters of energy efficiency and the efficient use of other resources and seek to minimise the use of non-renewable resources and minimise the generation of waste and pollution, where practically possible and viable; the conclusions of the report shall be implemented in full within the development.

Reason: In order to secure accordance with policy AW6 of the Rhondda Cynon Taf Local Development Plan.

- 47 The supermarket shall be constructed to achieve a minimum Building Research Establishment Environmental Assessment Method (BREEAM) overall 'Very Good' standard and achieve a minimum of 6 credits under category 'Ene1 – Reduction of CO2 Emissions' in accordance with the requirements of BREEAM 2008. The development shall be carried out entirely in accordance with the approved assessment and certification.

Reason: To ensure that the development constructed is in accordance with policy guidance in relation to providing sustainable buildings, outlined in paragraph 4.12.4 of Planning Policy Wales (5<sup>th</sup> Edition) November 2012.

- 48 Unless otherwise agreed in writing by the Local Planning Authority, construction of the supermarket hereby permitted shall not begin until an 'Interim Certificate' has been submitted to and approved in writing by the Local Planning Authority, certifying that a minimum BREEAM overall 'Very Good' and a minimum of 6 credits under 'Ene1 – Reduction of CO2 Emissions' has been achieved for each individual building in accordance with the requirements of BREEAM 2008.

Reason: To ensure the development constructed is in accordance with policy guidance in relation to providing sustainable buildings, outlined in paragraph 4.12.4 of Planning Policy Wales (5<sup>th</sup> Edition) November 2012.

- 49 Within 6 months of the first beneficial occupation of the building hereby permitted, the "Final Certificate" shall be submitted to the Local Planning Authority certifying that a minimum BREEAM overall "Very Good" and a minimum of 6 credits under "Ene1 – Reduction of CO2 emissions" has been achieved for that building in accordance with the requirements of BREEAM 2008.

Reason: To ensure the development constructed is in accordance with policy guidance in relation to providing sustainable buildings, outlined in



paragraph 4.12.4 of Planning Policy Wales (5<sup>th</sup> Edition) November 2012.

- 50 Within 6 months of the first beneficial occupation of the development hereby permitted a "Green Travel Plan", comprising measures to promote and encourage alternatives to single occupancy car use shall be submitted to, and approved in writing by, the Local Planning Authority.

The "Green Travel Plan" should include details of a Travel Plan Co-ordinator, proposals for setting and monitoring targets (including use of public transport, walking, car-sharing and cycling) and mitigation measures if targets are not achieved. The "Green Travel Plan" shall be implemented in accordance with the details approved under this condition, unless otherwise agreed in writing with the Local Planning Authority.

Reason: To ensure optimum provision for a range of alternative travel modes to and from the site in the interests of sustainability in accordance with Policies AW2 and AW5 of the Rhondda Cynon Taf Local Development Plan.

- 51 Prior to the commencement of any of the development hereby approved the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the Local Planning Authority:

- 1) A preliminary risk assessment which has identified:
  - all previous uses
  - potential contaminants associated with those uses;
  - a conceptual model of the site indicating sources, pathways and receptors;
  - potentially unacceptable risks arising from contamination at the site.
- 2) A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
- 3) The site investigation results and the detailed risk assessment (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
- 4) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express consent of the Local Planning Authority. The scheme shall be implemented as approved.

Reason: In order to take account of controlled waters at this site and their high environmental sensitivity and the potential contamination of both soil and groundwater at the site from the historic site use associated with the

former Purolite works and Staedtler factory sites.

- 52 No development hereby permitted shall be occupied and/or operated until a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation has been submitted to and approved, in writing, by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the Local Planning Authority.

Reason: To demonstrate that the remediation criteria relating to controlled waters have been met and (if necessary) to secure longer-term monitoring of groundwater quality. This will ensure that there are no longer remaining unacceptable risks to controlled waters following remediation of the site.

- 53 Reports on monitoring, maintenance and any contingency action carried out in accordance with a long-term monitoring and maintenance plan shall be submitted to the Local Planning Authority as set out in that plan. On completion of the monitoring programme a final report demonstrating that all long-term site remediation criteria have been met and documenting the decision to cease monitoring shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that longer term remediation criteria relating to controlled waters have been met. This will ensure that there are no longer remaining unacceptable risks to controlled waters following remediation of the site.

- 54 If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, an amendment to the remediation strategy detailing how this unsuspected contamination shall be dealt with. Any further remediation measures required shall be carried out in accordance with the amended remediation strategy.

Reason: Given the size/complexity of the site, and its historic use, it is considered highly likely that there may be unidentified areas of contamination at the site that could pose a risk to controlled waters if they are not remediated.

- 55 Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater.

Reason: There is an increased potential for pollution of controlled waters from inappropriate methods of piling, and also a risk that piling or other foundation excavations could disturb and mobilise residual soil contamination, providing preferential migration pathways to groundwater.

- 56 Notwithstanding the submitted plans, details of the design of the service yard junction with the A473 shall be submitted to and approved by the Local Planning Authority. The junction shall be constructed in accordance with the approved details prior to beneficial use of the development and shall be operated as a 'left in, left out' junction only.

Reason: In the interests of highway safety and the free flow of traffic along the A473 in accordance with policy AW5 of the Rhondda Cynon Taf Local Development Plan.

- 57 The development hereby permitted shall not be occupied until the following transportation infrastructure has been completed in accordance with details that shall have been agreed with the Local Planning Authority prior to any other works commencing:-

- Improvements to the A473 Glamorgan Vale Retail Park Roundabout and the Southern Link Road and new roundabout serving the proposed Sainsbury's Car Park and petrol filling station including pedestrian linkage toward the Glamorgan Vale Retail Park.
- Pedestrian and cycle linkage (temporary) between the proposed Sainsbury's and existing pedestrian provision at the A473/A4222 junction.
- New junction serving the Sainsbury's service yard from A473 which shall be left in / left out only.
- A scheme of signage appropriate to Phase 1 of the development to inform road users of the location of the site and to inform pedestrians and cyclists of routes to and from key local destinations.

The details of the above infrastructure shall include full engineering design and details including drainage, longitudinal and cross sections, street lighting, highway structures, highway verge, public/community transport facilities, swept path analysis and relevant Road Safety Audits with designer's response. These proposals shall be in compliance with the current requirements of the Designed Manual for Roads and Bridges (HMSO).

Reason: To ensure the adequacy of proposed development, in the interests of highway and pedestrian safety.

- 58 No part of any sign or lighting unit shall be less than 2.3m above any adjacent footway or within 450mm of a vertical line above the edge of any adjacent carriageway.

Reason: For safety of all highway users.



- 4 The Highway Authority will require the developer to undertake Statutory Consultations in respect of any Traffic Order for lowering the speed from the national speed limit to 40mph between the A473 / A4119 and the A473 / A4222 associated with the proposed development including the implementation of such orders granted by the Highway Authority to the satisfaction of the Local Planning Authority.
- 5 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.

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 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.

If the development will give rise to a new discharge (or alter an existing discharge) of trade effluent, directly or indirectly to the public sewerage system, then a Discharge Consent under Section 118 of the Water Industry Act 1991 is required from Dwr Cymru Welsh Water.

A water supply can be made available to serve this proposed development. The developer may be required to contribute, under Sections 40-41 of the Water Industry Act 1991, towards the provision of new off-site and/or on-site watermains and associated infrastructure. The level of contribution can be calculated upon receipt of detailed site layout plans which should be sent to Dwr Cymru Welsh Water, Developer Services, PO Box 3146, Cardiff, CF30 0EH.

There is no problem in making a 'domestic' mains water supply available to the proposed development. However, the developer is advised to contact Dwr Cymru Welsh Water if it is intended to utilise potable water for industrial / commercial uses as constraints may arise. Dwr Cymru Welsh Water is not obliged to provide potable water for use in any industrial process.

- 6 If any controlled waste is to be removed off site, then site operator must ensure a registered waste carrier is used to convey the waste material off site to a suitably authorised facility.

The Duty of Care regulations for dealing with waste materials are applicable for any off-site movements of wastes. The developer as waste producer therefore has a duty of care to ensure all materials removed go to an appropriate licensed disposal site and all relevant documentation is completed and kept in line with regulations.

Applicants should be aware that if any controlled waste is to be used on

the site the operator will need to obtain the appropriate authorisation from the Environment Agency.

Should this proposal be granted planning permission, then in accordance with the waste hierarchy, the applicant is requested to consider reduction, reuse and recovery of waste in preference to off site incineration and disposal to landfill during site construction.

If the operator wishes more specific advice on waste they can contact the Environment Management Team at the St Mellons office on 08708 506506, or look at available guidance on our website <http://www.environment-agency.gov.uk/subjects/waste>

Any asbestos material that is disposed of, is hazardous waste. Therefore, its handling, transport, treatment and disposal is subject to specific waste legislation, which includes:

- Duty of Care Regulations 1991;
- Hazardous Waste (England and Wales) Regulations 2005;
- Environmental Permitting (England and Wales) Regulations 2010.

If any hazardous waste is removed from site, Hazardous Waste Consignment Notes will need to be completed to record each movement. The site will also need to register as a Hazardous Waste Producer so that a current Premises Code can be used on the Note. There is guidance available on the Environment Agency website: <http://www.environment-agency.gov.uk/business/topics/waste/32180.aspx> or you can contact the Environment Management Team at the Cardiff Office on 029 2024 5107.

If you intend to abstract more than 20 cubic metres of water per day from a surface water source (e.g. stream or drain) or from underground strata (via borehole or well) for any particular purpose then an abstraction licence from the Environment Agency will be needed. There is no guarantee that a licence will be granted as this is dependent on available water resources and existing protected rights.

If the applicant intends to impound a watercourse, ditch or stream then they are likely to need an impounding licence from the Environment Agency.

For further advice, please contact the Environment Agency on 0370 8506506, or [enquiries@environment-agency.gov.uk](mailto:enquiries@environment-agency.gov.uk) and ask for the Water Resources team.

The Environment Agency endorses the efficient use of water, especially in new developments and can provide information and advice on any aspect of water conservation including water saving technologies. New developments could take economic advantage of these technologies and should be considered. Wide spread use of these and other technologies that ensure efficient use of natural resources could support the



environmental benefits of future proposals and could help attract investment to the area. Further advice can be obtained from the Environment Agency website at [www.environment-agency.gov.uk/savewater](http://www.environment-agency.gov.uk/savewater)

- 7 It is recommended that any large glass sections of walling and all exterior glazing on elevations facing or adjoining the car park have laminated glass in order to protect life and property and comply with guidelines on crowded places.
- 8 It is recommended that the premises is fitted with a South Wales Police/ACPO alarms policy compliant monitored alarm system with appropriate Panic Attack facilities to prevent burglary, theft and possible attacks on staff.
- 9 It is recommended that if the store is not operated 24 hours a day, some form of barrier or swing gate is installed to prevent un-authorised vehicle access to the site outside trading hours and anti-social behaviour.
- 10 It is recommended that clear access control features are installed to separate public areas from non public areas of the store to prevent unauthorised entry and theft.
- 11 It is recommended that the store is built to Secured by Design as this has been proven to cut the risks of crime by 60% and will last for the lifetime of a building. Further information on Secured by Design can be found on [www.securedbydesign.com](http://www.securedbydesign.com)
- 12 You are advised that the petrol filling station should be designed and constructed in accordance with the APEA/Energy Institute Publication 'Design, Construction, Modification, Maintenance and Decommissioning of Filling Stations (3rd Edition) June 2011' (or such other guidance which replaces this).
- 13 You are advised to contact Wales & West Utilities directly on 02920 278912 to discuss their requirements in relation to their apparatus. Should diversion works be required, you are advised that these will be fully chargeable.
- 14 All bats and their roosts are protected against disturbance under UK and European legislation, and records show that bats have been sighted near to the site. If works are planned on a building / tree in which bats are roosting, the Natural Resources Wales (NRW) must be contacted. They must be given reasonable time to advise as to whether the works should be carried out and, if so, the method to be used.

If work has already commenced and bats are found, or if any evidence that bats are using the site as a roost is found, work should cease and NRW should be contacted immediately.

### SCHEDULE 3

#### THE OWNERS' COVENANT WITH THE COUNCIL

##### PART 1

##### HIGHWAYS/TRANSPORT

The words below shall mean as follows:-

<b>"Challenge Period"</b>	means the period of six weeks from the grant of Planning Permission
<b>"Plan 2"</b>	means the plan attached to this Deed at Schedule 3 Part 1
<b>"s.278 Agreement"</b>	means a section 278 agreement for the works for the servicing of the supermarket store
<b>"Strategic Highways Contribution"</b>	means a financial contribution in the total sum of £2,050,000 towards improvements to the strategic highways network, comprising improvements to the roundabout at the junction of the A473 and A4119 and any other improvements required as a result of the impact of the Development on the highways network
<b>"SSL Agreement"</b>	Means an agreement for the development of land dated 10 November 2011 made between Valad Developments (Llantrisant) Limited (1) and Sainsbury's Supermarkets Limited (2) as varied by a supplemental agreement dated 21 December 2012 made between the same parties

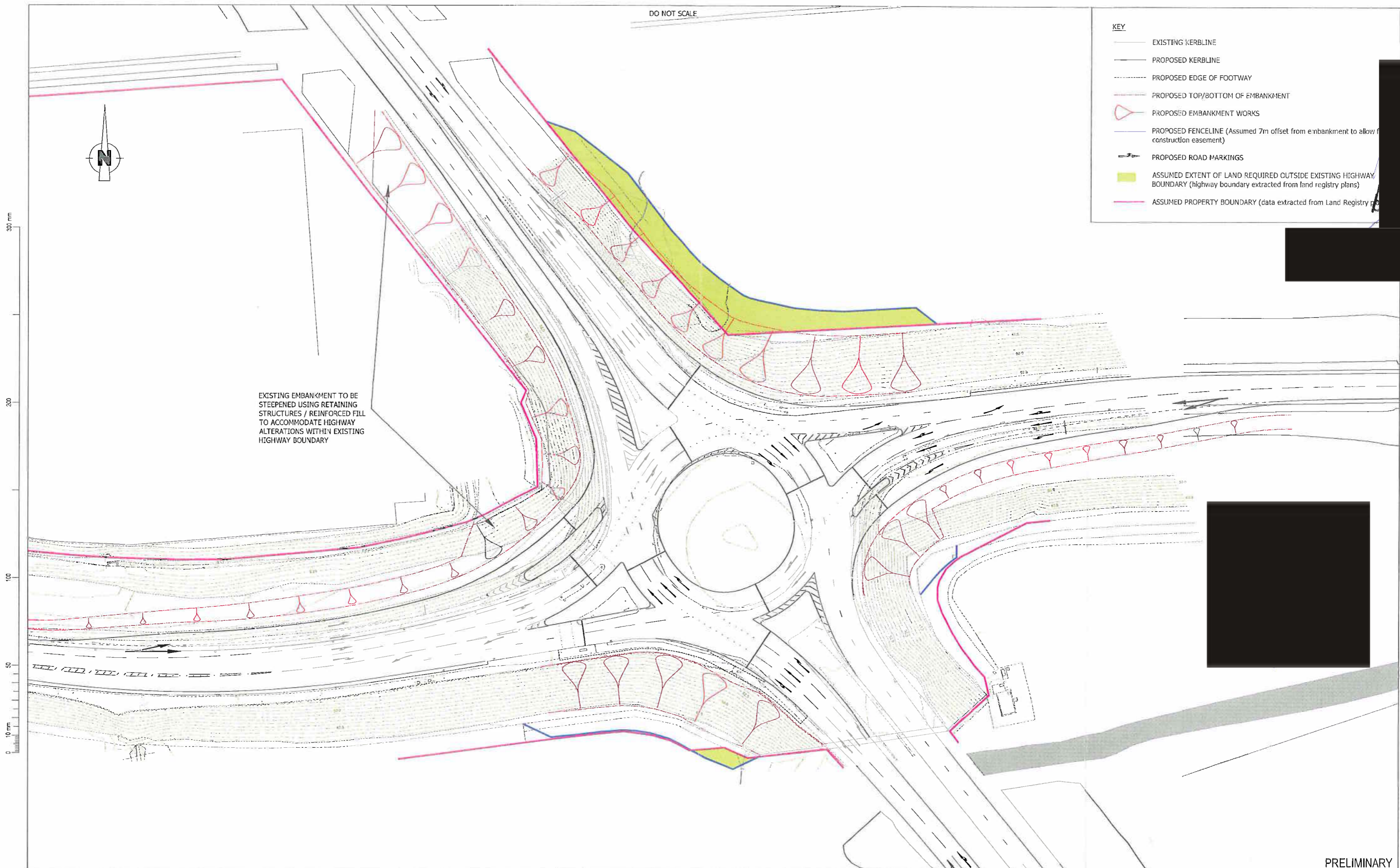
1. The Owners shall pay the Strategic Highways Contribution to the Council in the following instalments:
  - 1.1 £50,000 no later than 10 working days of whichever is the later of the:
    - 1.1.1 completion of this Deed;
    - 1.1.2 completion of the s.278 Agreement which is not to be unreasonably withheld or delayed following receipt by the Owners of monies paid under the SSL Agreement; and
    - 1.1.3 expiration of the Challenge Period.
  - 1.2 £2,000,000 within six weeks of the Commencement of Development.
2. To enable the Council to construct the improvements to the strategic highways network comprising improvements to the roundabout at the junction of the A473 and A4119 the Owners shall:
  - 2.1 free of charge but subject to the terms set out in Schedule 5, permit the Council access to such part or parts of the land shown coloured green on Plan 2 as is reasonably required for undertaking the said improvement works (the "Improvement Land");



DO NOT SCALE

**KEY**

- EXISTING KERBLINE
- PROPOSED KERBLINE
- PROPOSED EDGE OF FOOTWAY
- PROPOSED TOP/BOTTOM OF EMBANKMENT
- △ PROPOSED EMBANKMENT WORKS
- PROPOSED FENCELINE (Assumed 7m offset from embankment to allow for construction easement)
- PROPOSED ROAD MARKINGS
- ASSUMED EXTENT OF LAND REQUIRED OUTSIDE EXISTING HIGHWAY BOUNDARY (highway boundary extracted from land registry plans)
- ASSUMED PROPERTY BOUNDARY (data extracted from Land Registry plans)



300 mm  
200  
100  
50  
0  
10 mm

PRELIMINARY

**NOTES**  
HIGHWAY IMPROVEMENT SCHEME JUNCTION GEOMETRY  
EXTRACTED FROM WYG DRAWING No SB23022-35-18-002

Revision	Amendment	Approved	Rev'd On
R0	FIRST ISSUE	LKC	23 08/13
R1	ADDITIONAL HIGHWAY LAND ANNOTATED	JR	27 08/13
R2	ADDITIONAL HIGHWAY LAND REVISED	JR	03 09/13
R3	LAND BOUNDARY ADDED TO NW QUADRANT AND EXTENT OF EARTHWORKS REVISED	LKC	12 09/13
R4	LAND BOUNDARIES ADDED	LKC	13 09/13

**OPUS**  
Cardiff Office  
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Unit 2 Fountain Court  
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Cardiff CF3 0FB

Drawn: MAL  
Checked: LKC  
Approved: LKC  
Revision Date: 13/09/2013

Project No: V-C7915.00  
Scale: 1:500

Project	TALBOT GREEN, LLANTRISANT
Sheet	A473 / A4119 HIGHWAY IMPROVEMENT SCHEME PRELIMINARY EXTENT OF EARTHWORKS
Drawing No	CD V-C7915
Sheet No	C26
Revision	R4

1:500 @ A1  
1:1000 @ A3

- 2.2 dedicate the Improvement Land for highway purposes to the Council with vacant possession to be adopted and form part of the publicly maintained highway; and
- 2.3 Free of charge but subject to the terms set out in Schedule 5, permit the Council access across such parts of their land as may be required to enable the Council to exercise the permitted access pursuant to paragraph 2.1 (and for that purpose only) along such route or routes as shall from time to time be approved for that purpose by the Owners such approval not to be unreasonably withheld or delayed

## PART 2

### HABITAT MANAGEMENT

<b>"Embankment"</b>	means the raised embankment to be constructed as outlined in green on the Plan 1 pursuant to the Planning Permission at Pant Marsh for the purposes of controlling flood levels of the marsh
<b>"Embankment Maintenance Regime"</b>	<p>means a regime for the maintenance of the Embankment by the Owners comprising:</p> <p>(i) an inspection of the Embankment on an annual basis or in the event of a major flood (that is to say a flood which comes within 0.5 metres of the crest of the Embankment) then immediately following such event; and</p> <p>(ii) an ad hoc reactive maintenance system to ensure that the embankments are maintained in good condition; and</p> <p>(iii) repairing of any damage to the Embankment to comprise removing and replacing any soften areas, reinstating the erosion protection grid and re-seeding as required; and</p> <p>(iv) the issue of a letter to the Council confirming the details in (i) to (iii) above on an annual basis (or earlier in the event of a major flood or any ad hoc reactive maintenance works)</p>
<b>"Habitat Management Contribution"</b>	means a financial contribution in the total sum of £50,000 towards Pant Marsh Maintenance
<b>"Management Works"</b>	means the erection of stock proof fencing, gates and public access arrangements
<b>"Pant Marsh"</b>	means the marsh as shown in blue on the Plan 1
<b>"Pant Marsh Maintenance"</b>	<p>means only the following:</p> <p>(a) grassland management – manage grass land by either low intensity grazing based or annual hay cuts</p>

(b) willow scrub coppicing

(c) annual litter picks

(d) maintaining the stock proof fence

(e) Japanese knotweed and Himalayan Balsom control;  
and

(f) erection of an information board

and for the avoidance of doubt does not include any responsibility relating to the structure or maintenance of the Embankment, any works associated with the erosion or undercutting of the River Clun or resulting river bank tree works, remedial works to drainage structures or any responsibility for buried infrastructure running under or impinging on the Pant Marsh which shall remain the responsibilities of the Owners

**"Plan 3"**

means the plan attached to this Deed at Schedule 3 Part 2

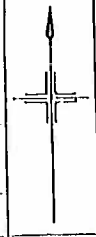
1. Upon completion of the Embankment pursuant to the Planning Permission the Owners shall maintain the Embankment in accordance with the Embankment Maintenance Regime and to the Council's reasonable satisfaction for the lifetime of the Development.
2. The Owners shall permit the Council: -
  - (i) to enter onto the Pant Marsh subject to paragraph 3 below; and
  - (ii) subject to paragraph 4 below and the terms of Schedule 5, permit the Council to pass and repass over a standard lane width access within the route shown coloured green on Plan 3 ("Pant Marsh Access")for the sole purpose of undertaking the Council's obligations in respect of the Pant Marsh Maintenance set out in Schedule 4.
3. The Council shall in carrying out its obligations in respect of the Pant Marsh Maintenance set out in Schedule 4:
  - 3.1 cause as little inconvenience to the Owners of the Pant Marsh as possible
  - 3.2 cause as little damage to the Pant Marsh as is practicable and shall forthwith make good any damage at its own expense to the reasonable satisfaction of the Owners
4. The Owners shall be capable of altering the route of the Pant Marsh Access from time to time by notice to the Council so long as the altered route shall be no less commodious to the Council for the purposes of carrying out the Pant Marsh Maintenance.
5. Prior to Commencement of Development the Owners will agree the location, standard and specification of the Management Works in writing with the Council.
6. Prior to the Occupation of the Development the Owners shall pay the Habitat Management Contribution to the Council.
7. The Owners shall construct the Management Works to the written satisfaction of the Council prior to the payment of the Habitat Management Contribution.



H.M. LAND REGISTRY

TITLE NUMBER

WA654157



ORDNANCE SURVEY  
PLAN REFERENCE

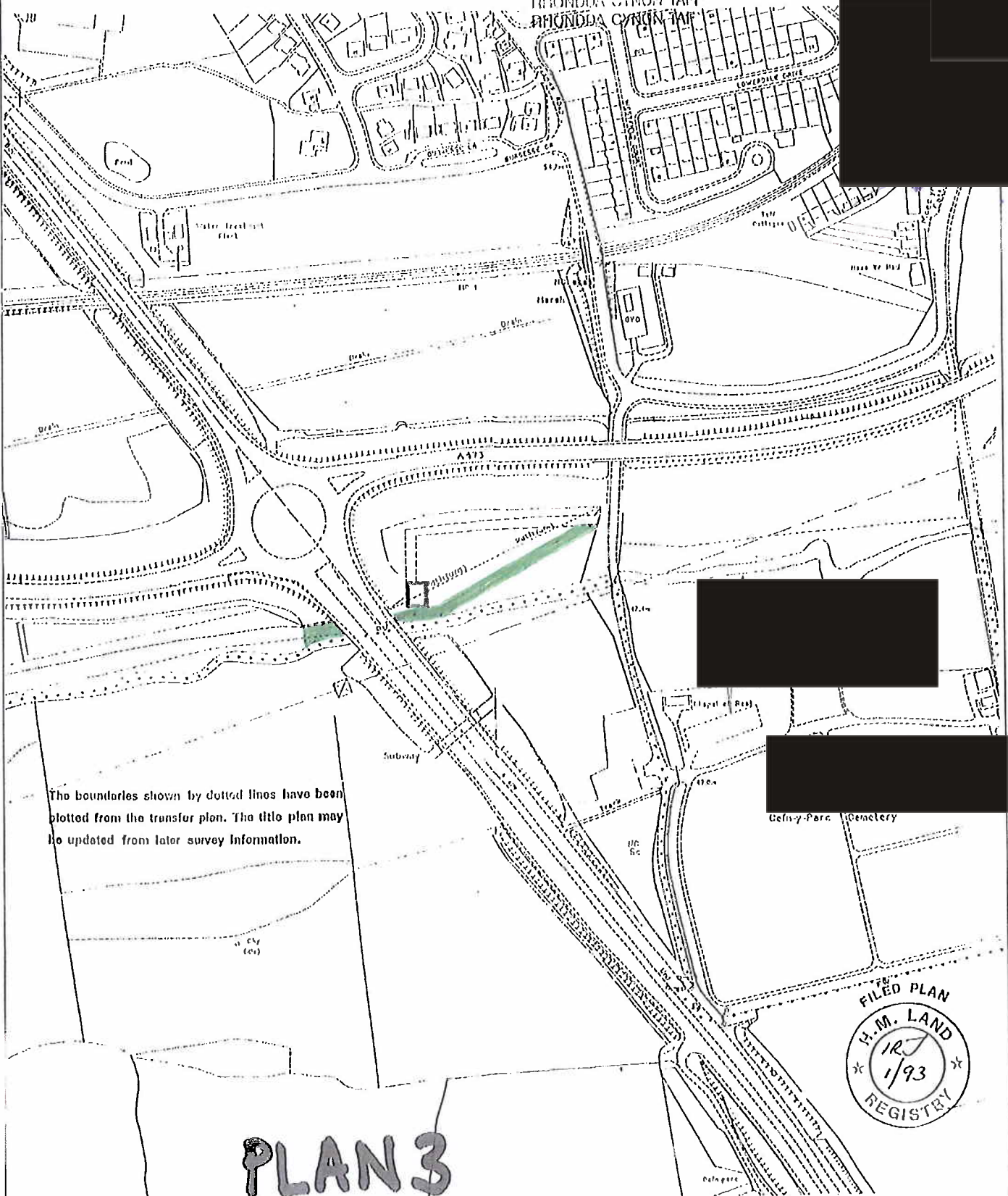
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COUNTY MID-GLAMORGAN DISTRICT TAFF-ELY

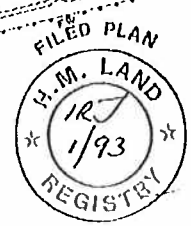
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ADMINISTRATIVE AREA  
RHONDA CYNON TAF  
RHONDA CYNON TAF



The boundaries shown by dotted lines have been plotted from the transfer plan. The title plan may be updated from later survey information.

PLAN 3



8. The Owners shall use their reasonable endeavours to ensure that the Pant Marsh and the Pant Marsh Access is kept free of any impediment which would prevent the Council undertaking the Pant Marsh Maintenance

9. **GENERAL**

9.1 All reference in paragraph 2 of Part 1 and paragraph 2 of Part 2 of this Schedule 3 to the Council (in respect of the Owners permitting access) shall include a reference to the Council's sub contractors and employees and such access shall be exercisable with or without workmen, equipment, machinery, plant, vehicles, livestock/horse and specialist services.

9.2 The permission granted by clause 2.1 does not create any estate, tenancy or other interest in Pant Marsh.

## SCHEDULE 4

### COUNCIL'S COVENANTS

#### 1. **Pant Marsh Maintenance**

- 1.1 Upon payment of the Habitat Management Contribution the Council shall carry out the Pant Marsh Maintenance for twenty five (25) years.
- 1.2 The Council shall indemnify the Owners against all claims demands or actions made against the Owners arising out of the Council carrying out the Pant Marsh Maintenance and its exercise of any rights of entry pursuant to paragraph 2 of Part 2 to Schedule 3.
- 1.3 The Council shall take out and maintain, or shall procure the taking out and maintenance of such insurances as a reasonable, skilled and prudent developer would take out in connection with the Pant Marsh Maintenance and as a minimum third party liability insurance no less than £10 million (ten million pounds) (£5 million (five million pounds) for pollution, sudden and unexpected) and shall provide evidence of the same to the Owners at any time on notice to do so
- 1.4 The Council acknowledges and accepts that the rights granted to the Council pursuant to paragraph 2(i) in Schedule 3, Part 2 do not in any way grant exclusive possession of the Pant Marsh to the Council and the Council accepts that it has no right to exclude the Owner from the Pant Marsh

#### 2. **Repayment of contributions**

- 2.1 The Council hereby covenants with the Owners to use all sums received from the Owners 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 for the benefit of the Development as the Owners and the Council shall agree.
- 2.2 The Council covenants with the Owners that it will pay to the Owners such amount of any payment made by the Owners to the Council under this Deed (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) as follows:
  - (a) in respect of the Strategic Highway Contribution such sum as has not been expended within ten years of the date of receipt by the Council of such payment; and
  - (b) in respect of the Habitat Management Contribution such sum as has not been expended within twenty five years of the date of receipt by the Council of such payment.

together with interest at two percentage points above the Barclays Bank base rate from time to time for the period from the date of payment to the date of refund.

- 2.3 The Council shall provide to the Owners such evidence as the Owners shall reasonably require in order to confirm the expenditure of the sums paid by the Owners under this Deed.

#### 3. **Discharge of obligations**

At the written request of the Owners the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

## SCHEDULE 5

### LICENCE TERMS

1. No warranty is given that the land or any part of it over which the access may be exercised (the "Licence Land") is suitable for that purpose nor is there any obligation on the Owners to do anything to make it so suitable;
2. The Council shall maintain all existing boundary walls fences and hedges on or around the Licence Land and keep the same in as good condition and repair as at the date hereof and shall erect such temporary fencing on or at the boundary of the Licence Land as a reasonable, skilled and prudent developer would undertake and ensure that such fencing is at all times maintained to the reasonable satisfaction of the Owners.
3. Prior to any occupation of the Licence Land the Council shall ensure that no services will be affected by his operations or will take all steps which a reasonable, skilled and prudent developer would undertake to protect such services.
4. The Council shall take measures to protect the Licence Land and surrounding area from any spillage of any material which may be toxic to plant or animal life.
5. Upon vacating the Licence Land the Council shall ensure that all plant, machinery, structures, materials and detritus arising from the use of the Licence Land by the Council are removed from the Licence Land and the Licence Land shall be restored to the condition it was in prior to such access including taking the actions detailed in paragraph 6 below. This paragraph shall not apply to land which shall have been dedicated for highway purposes for the time being in accordance with paragraph 2.2 of Part 1 of Schedule 3) which shall instead be maintained in accordance with the duties of a highway authority.
6. Any excavations shall be back-filled by the Council using subsoil from original excavations, or failing that using subsoil from an approved source, lightly compacted in 150mm layers to remove voids and to marry in with the surrounding areas.
7. The Council shall protect the Licence Land and any adjacent land, whether in the ownership or possession of the Owners or not, from any contamination, pollution or nuisance caused by the Council's activities on the Licence Land.
8. The Council shall ensure that its use of the Licence Land (other than any part thereof which shall have been dedicated for highway purposes for the time being in accordance with paragraph 2.2 of Part 1 of Schedule 3) does not cause any permanent damage thereto and shall prior to the expiry of this Licence make good any such damage to the Licence Land (including all gates, fences, hedges or walls) and shall indemnify the Owners in respect of the cost of making good any such damage which remains un-repaired at the end of the relevant permission granted pursuant to Schedule 3 (whether patent or latent at that date).
9. The Council shall indemnify the Owners against all claims demands or actions made against the Owners arising out of the Council's use and occupation of the Licence Land. The Council shall take out and maintain, or shall procure the taking out and maintenance, of such insurances as a reasonable, skilled and prudent developer would take out in connection with the works for which access is being exercised and as a minimum third party liability insurance no less than £10 million (ten million pounds) (£5 million (five million pounds) for pollution, sudden and unexpected) and shall provide evidence of the same to the Owners at any time on notice to do so.
10. The permissions granted pursuant to Schedule 3 ("Permissions") are purely personal to the Council and may not be assigned in any way nor may the Council part with or share possession of the Licence Land with any other person other than the Owners otherwise than as provided in this Schedule 5 or Schedule 3 of this Agreement without the express consent in writing of the Owners. The Council shall be responsible for the acts and omissions of each employee and subcontractor as if such act or omission was its own..

Executed as a Deed by affixing  
**THE COMMON SEAL** of  
**RHONDA-CYNON-TAFF COUNCIL**  
in the presence of:-



)  
)  
)

Authorised Signatory



**EXECUTED AS A DEED** by  
**TALBOT GREEN DEVELOPMENTS LIMITED**  
in the presence of:-



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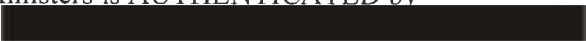
Director

Director/Secretary

AUTHORITY	
MINUTE No.	
SUB.CTTEE	
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DATE	Delegation
SO.	P.PRS
CTTEE	
CHAIRMAN	
VICE CHAIR	
DATE	
CERTIFIED	SM

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Executed as a deed by applying the seal  
of the Welsh Ministers.  
The application of the seal of the Welsh  
Ministers is AUTHENTICATED by



who is duly authorised for that purpose by the  
Director of Legal Services by authority of the  
Welsh Ministers under Section 90(2) of the  
Government of Wales Act 2006

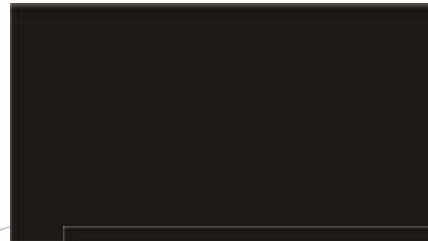


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654/13

EXECUTED AS A DEED by *dm*  
**ROYAL BANK OF SCOTLAND** *ALC*  
in the presence of:-



)  
)  
)

Director

Director/Secretary