



Caerphilly County Borough Council,
Pontllanfraith,
Blackwood, NP2 2YW,
Tel. 01495 226622 or Fax 01495 222468

TOWN & COUNTRY PLANNING ACT 1990
TOWN & COUNTY PLANNING (GENERAL DEVELOPMENT PROCEDURE) ORDER 1995

PERMISSION FOR DEVELOPMENT

APPLICATION NO:5/5/95/0375

APPLICANT
TESCO STORES LTD/
SYDNEY FREED (HOLDINGS),
C/O CHAPMAN WARREN,
6 MUSEUM PLACE,
CARDIFF.
CF1 3BG

AGENT
CHAPMAN WARREN,
6 MUSEUM PLACE,
CARDIFF.
CF1 3BG

WHEREAS on 30/06/95 you submitted an application for permission to ERECT CLASS A1 FOOD STORE, COFFEE SHOP, SERVICE YARD, CAR PARKING, PETROL STATION, CAR WASH, MEANS OF ACCESS AND ANCILLARY LANDSCAPING, PLANT & EQUIPMENT at LAND AT PENGAM ROAD, YSTRAD MYNACH, HENGOED, MID GLAM. (hereinafter called "the development").

The Caerphilly County Borough Council, as the Local Planning Authority hereby PERMITS the development.

This permission is subject to the following condition(s):-

- (A) The development hereby permitted shall be begun before the expiration of 5 years from the date of this permission.
- (B) The development shall not commence until full engineering details of the roundabout on Route A469 with sections, street lighting and surface water drainage have been submitted to and approved by the Local Planning Authority.
- (C) The construction of buildings and other works comprised in the development hereby approved shall not commence until the roundabout controlled junction has been completed to the satisfaction of the Local Planning Authority unless as may otherwise be agreed in writing with the Local Planning Authority.
- (D) Notwithstanding the approval hereby of the illustrative landscaping scheme shown on Drawing No. 2027/01, the development shall not be commenced until there has been submitted to and approved by the Local Planning Authority the full details of hard and soft landscaping of the site based on the illustrative scheme hereby approved. These details shall indicate the locations, species and size of trees and shrubs to be planted, the locations of existing trees to be retained, the measures to be taken to protect the existing trees during construction works and details of the finishes of hard paved areas, boundary and screen walls and fences and other constructed features. The tree protection measures shall be erected as may be

N.B. It is important that you should read the notes on the reverse of this form



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approved before the development commences, the car parking areas shall be constructed, marked out, completed and available for use before the beneficial retail use commences and other hard landscaping shall be completed within 6 months of the commencement of the beneficial use of the retail store. All planting, turfing and seeding shall be carried out on or before the first planting and seeding seasons following the occupation of the buildings or completion of the development whichever is the sooner. Any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of a similar size and species unless the Local Planning Authority gives written consent to any variation.

(E) The construction of the building hereby approved shall not commence until the external finishes have been agreed with the Local Planning Authority. In particular, special attention shall be given to the surfacing and locations of any projections to the flat roof which, because of its level, is a prominent feature of the development when viewed from Pengam Road. The roof should present an acceptable standard of visual amenity due to its prominence and shall be surfaced in a non-reflective surface to prevent glare to highway users and residents of adjoining dwellings.

(F) The petrol filling station/car wash shall not be open to the public between 2200 hours and 0700 hours on the following day.

(G) Noise emitted from the operation of the development shall not exceed the following levels:-

- (a) 50dB between the hours of 2200 and 2300 measured as a 1 hr A weighted Leq (slow response) outside the nearest noise sensitive building;
- (b) 40dB between the hours of 2300 and 0700 measured as a 5 minute A weighted Leq (slow response) outside the nearest noise sensitive building;
- (c) 65dB between the hours of 2300 and 0700 measured as LA max outside the nearest noise sensitive building.

The reason(s) for the Council's decision is/are:-

- (A) To comply with the provisions of Section 91 of the Town and Country Planning Act 1990.
- (B) To ensure the provision of a satisfactory highway access.
- (C) In the interests of highway safety.
- (D) In the interests of visual amenity and highway safety.
- (E) In the interests of visual amenity, highway safety and residential amenity.
- (F&G) In the interests of residential amenity.

P. Meas

DATED: 12/08/96

CHIEF PLANNING OFFICER

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The Common Seal of
Caerphilly County Borough
Council was Affixed
in the presence of

L. L. Lewis
Authorised Member
J. M. Jones
Authorised Officer



THIS AGREEMENT is made the 12th day of August One Thousand Nine Hundred and Ninety Six

BETWEEN CAERPHILLY COUNTY BOROUGH COUNCIL whose offices are situate at Ystrad Fawr Ystrad Mynach in the County Borough of Caerphilly (hereinafter called the "the Council") of the first part DORIAN FRANCIS MOYLE and JEAN MOYLE of 47 Commercial Road Machen Gwent (hereinafter called "the First Owner") of the second part and GENDYKE PROPERTIES LIMITED whose registered office is at 8/10 Bulstrode Street London W1M 6HA (hereinafter called "the Second Owner") of the third part

WHEREAS

- (1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the land (hereinafter called "the Land") described in the First Schedule hereto is situated
- (2) The First Owner is seised of the greater part of the Land for an estate in fee simple and the Second Owner is seised of the balance of the land for an estate in fee simple
- (3) Application has been made to the Rhymney Valley District Council (hereinafter called "the Old Authority") for permission to develop the Land in the manner and for the uses set out in the plans specifications and particulars deposited with the Old Authority and which application is identified in the Second Schedule hereto (hereinafter called "the Application")
- (4) The Council is the successor to the Old Authority pursuant to the Local Government (Wales) Act 1994
- (5) The Council is satisfied that provided the First Owner and the Second Owner enter into certain covenants herein contained the development disclosed by the said plans specifications and particulars are such as may be approved by the Council under the Town and Country Planning Act 1990 (as amended)
- (6) It is hereby agreed that the parties hereto shall enter into an Agreement in pursuance of Section 106 of the Town and Country Planning Act 1990 in consideration of the covenants hereinafter mentioned and that the Agreement is without prejudice to the statutory powers of the Council

NOW THIS DEED WITNESSETH as follows:-

1. Subject to the satisfaction of the Conditions this Agreement is intended to create and does create planning obligations for the purposes of Section 106 of the Town and Country Planning Act 1990 enforceable by the Council
2. THE Council approves the development and use of the Land for the purposes of the said Act of 1990 as described in the Application (hereinafter called "the Development") but subject to the conditions contained in the formal grant of consent issued this date (hereinafter called "the Consent")
 1. THE First Owner to the intent and so as to bind the First Owner's part of the Land and each and every part thereof into whosoever hands the same may come and the Second Owner to the intent and so as to bind the Second Owner's part of the Land and each and every part thereof into whosoever hands the same may come hereby covenant with the Council that the Land shall be permanently subject to the restrictions and provisions regulating the development and use thereof as specified in the Third Schedule hereto and the Council covenants with the First Owner and the Second Owner to comply with its obligations contained

- in the Third Schedule.
2. THE First Owner hereby agrees to use the First Owner's part of the Land and the Second Owner hereby agrees to use the Second Owner's part of the Land in strict accordance with the terms of this Agreement and of the Consent and not otherwise in any manner whatsoever.
3. IN this Agreement:-
- (a) the expressions "the Council" "the First Owner" and "the Second Owner" shall wherever the context so admits include their respective successors in title and assigns
- (b) the following expressions shall unless otherwise required have the following meanings:-

"The Conditions"

the issue of the Consent by the Council and either the service of written notice on the Council by the First Owner and/or the Second Owner that the Development is to be commenced pursuant to the Consent or the earlier commencement of the Development on the Land by the carrying out of a "material operation" as defined by Section 56(4)(a) of the Town and Country Planning Act 1990

"The Contribution"

a contribution of £500,000 towards the cost of the Works

"Works"

- (i) improvement of the existing pedestrian links between the Development and the town centre of Ystrad Mynach
- (ii) the creation of further pedestrian links between the Development and the town centre of Ystrad Mynach
- (iii) improvement to the access to and capacity of the existing car park at Oakfield Street Ystrad Mynach
- * (iv) any other additional or ancillary work which the Council shall properly deem it necessary or expedient to carry out in the area between the Development and the town centre of Ystrad Mynach in order to enhance the vitality and viability of the town centre of Ystrad Mynach
- (c) Where the owners for the time being of either the First Owner's part of the Land or the Second Owner's part of the Land are two or more in number any obligations expressed or implied to be made by or with such party shall be deemed to be made by or with such individuals jointly and severally
- (d) Words importing the neuter gender include the masculine or feminine gender (as the case may be) and words importing the masculine gender include the feminine gender and vice versa and words importing the singular number include the plural number and vice versa

- (e) Any reference to a statute shall include any extension or modifications or reenactment of such statute and any regulations or orders made thereunder

6. It is hereby agreed and declared that:

(a) Each of the First Owner and the Second Owner shall respectively

- (i) upon parting with its interest in part of its Land be released from all obligations rights and duties under the terms of this Agreement to the extent that they affect that part of its Land disposed of

and

- (ii) upon parting with its interest in the whole of the residue of its Land be released from all obligations rights and duties under the terms of this Agreement

(b) Nothing in this Agreement shall require the performance of any obligation upon land outside the ownership or control of the First Owner or the Second Owner unless such land shall be made available at nil cost

(c) Unless otherwise proposed by the First Owner and the Second Owner this Agreement shall be revoked and be of no further effect if the Consent shall lapse without having been implemented or shall be revoked or modified other than at the request of the First Owner and the Second Owner

IN WITNESS whereof the First Owner has executed this Agreement and the Second Owner and the Council have respectively caused their Common Seals to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE hereinbefore referred to

All that piece or parcel of land situate at Pengam Road Ystrad Mynach Hengoed Caerphilly shown for the purposes of identification only edged red on the plan annexed hereto

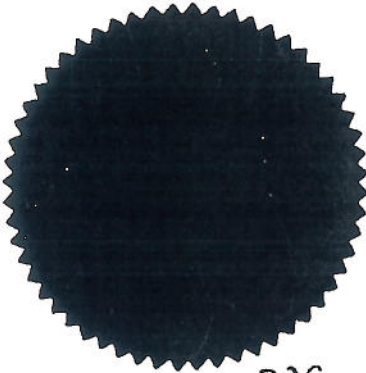
THE SECOND SCHEDULE hereinbefore referred to

Planning Application 5/5/95/0375 for the erection of class A1 food store, coffee shop, service yard, car parking, petrol station at Pengam Road Ystrad Mynach

THE THIRD SCHEDULE hereinbefore referred to

1. The First Owner and the Second Owner will deposit the Contribution with the Council within five working days after implementation of the Consent and the Council will not use the Contribution otherwise than for the provision of Works
2. The First Owner and the Second Owner shall not unreasonably withhold permission in respect of the creation of pedestrian links between the Land and the town centre of Ystrad Mynach provided that

- (a) the First Owner and the Second Owner may withhold such permission if it reasonably concludes that such works would impact unacceptably on the operational requirements of the store to be constructed as part of the Development and
- (b) such pedestrian links shall be constructed in accordance with a specification and programme first agreed with the First Owner and the Second Owner (such agreement not be reasonably withheld or delayed) which minimises interference with the First Owner's and the Second Owner's operational requirements
3. Following completion of the development the First Owner and the Second Owner will ensure that during normal trading hours all car parking facilities on the Land developed in accordance with the Consent will be available to shoppers and visitors to Ystrad Mynach PROVIDED THAT the First Owner and the Second Owner shall at their absolute discretion be entitled to introduce a car parking charging regime or other control mechanism if they consider such scheme or mechanism to be necessary for operational purposes and Provided Further that the First Owner and the Second Owner shall not be required to make a car park available to the general public after its normal trading hours



(THE COMMON SEAL of the
(CAERPHILLY COUNTY
(BOROUGH COUNCIL was
(hereunto affixed
(in the presence of:

Authorised Member: *L. Howell*
Chairman

Authorised Officer
J. S. Medhurst

(SIGNED and DELIVERED as
(a DEED by the said
(DORIAN FRANCIS MOYLE
(in the presence of:

D. F. Moyle

[Handwritten signatures]

SIGNED and DELIVERED as)
a DEED by the said)
JEAN MOYLE)
in the presence of:)

J. Moyle

[Handwritten signatures]

THE COMMON SEAL of)
GENDYKE PROPERTIES)
LIMITED was hereunto)
affixed in the presence of:)

JM Freed
Director,
Kathy Freed
Director/Secretary

