



**Caerphilly County Borough
Local Development Plan**

**Hearing Session 6
Transport
MATTERS ARISING**

Examination 2010

Caerphilly County Borough Council submission

Examination document reference :

MA 6.1

Submission date :

20 May 2010

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INTRODUCTION

This paper has been produced in direct response to issues raised at Hearing Session 6 **Transport** held on the 13^h May 2010 at the request of the Inspector (Mr Alwyn Nixon).

The paper provides the Inspector with:

- a note reconsidering the settlement boundary relating to allocation TR7.3 – Bedwellty Relief Road.
- a copy of the planning consent and s106 agreement (Appendix)
- a note summarising the traffic information from the Ty Du Transport Assessment, identifying traffic flows and road capacities relevant to the Nelson Bypass
- a brief explanation of the Focused Change in respect of the Minerals Railway and provide the focused change number.

Note: the matters relating to Heolddu, Pontllanfraith and the improvements to the A472 as indicated in Policy TR5.5, were satisfactorily covered in the Hearing session and therefore no additional information is required.

New Focused Change – Settlement Boundary Change – Land adjoining Aberbargoed Tip, Aberbargoed

The LDP includes an allocation for the Bedwellty Relief Road (TR7.3). Originally the proposal was included in the Rhymney Valley District Local Plan as a critical highway improvement to facilitate the provision of three housing sites, providing nearly 300 dwellings. However successive development plans have seen the level of allocations in this area decrease. The council accept that, at this point in time, the proposed Relief Road is not required to allow the development of the HG1.16 – Bedwellty Road allocation.

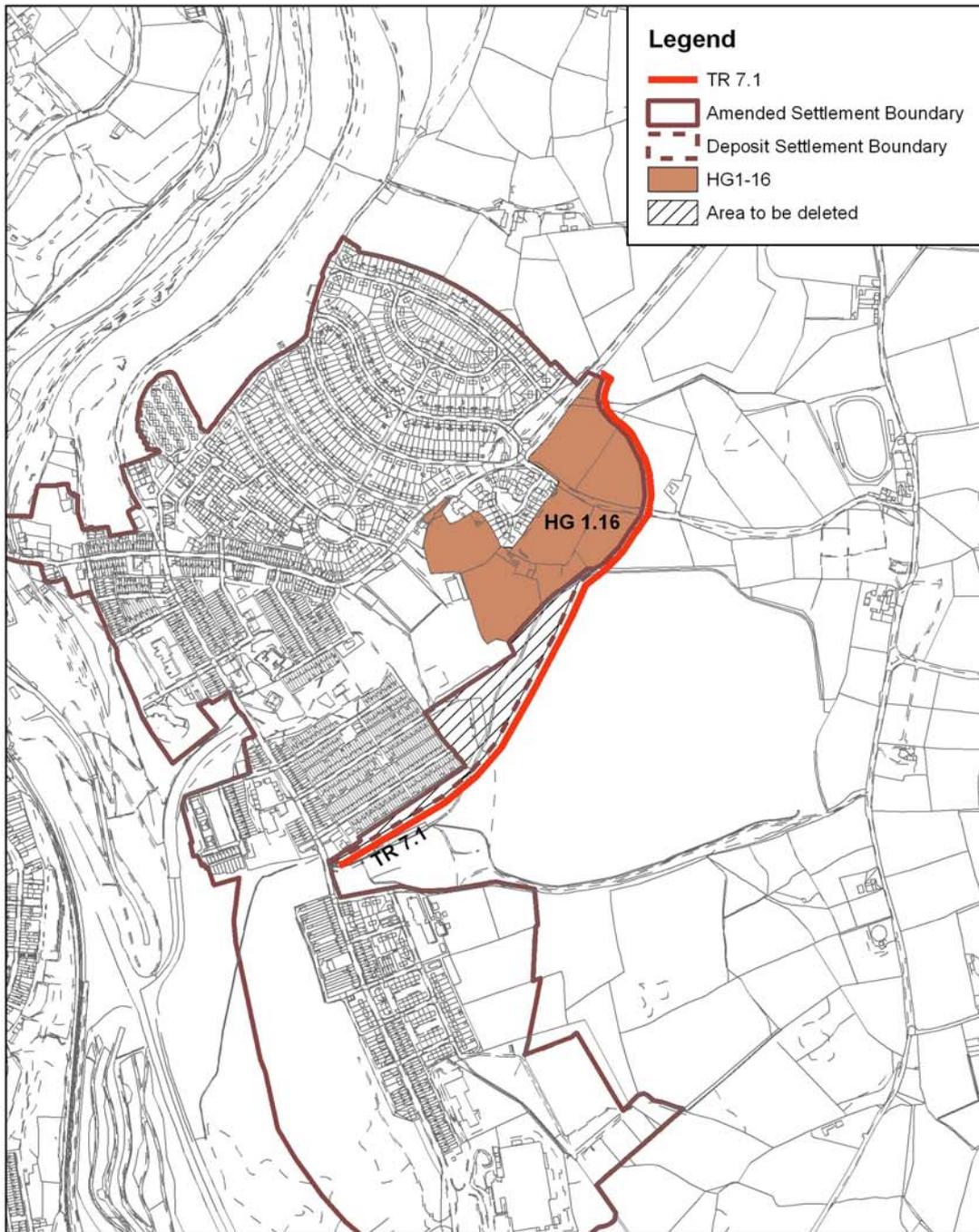
The TR7.3 allocation has been retained as an allocation in the LDP as it represents a desirable improvement to the traffic situation in the area, providing a route away from the Aberbargoed Lights junction, which whilst not being inappropriate on traffic demand grounds, is less than ideal in geometry terms. Consequently the redistribution of traffic away from this junction is desirable.

Planning permission for residential development has recently been granted for the development of the HG1.16 housing site. A S106 agreement has been signed as part of the consent and this provides funding for the northern part of the Relief Road, which relates to the housing site. A copy of the Planning Consent and the S106 Agreement is attached as an Appendix.

There are issues relating to the deliverability of the remaining part of the Relief Road, i.e. the reclamation of the tip, the identification of an appropriate route for the road and the provision of the surface water infrastructure that would be removed by the Relief Road. Given these issues doubt is cast over whether the remaining part of the Relief Road could be delivered during the Plan period.

The settlement boundary identified in the LDP is co-terminus with the TR7.3 allocation. However, given the uncertainties in respect of the southern part of this allocation, the settlement boundary at this location is not as defensible as it could be. In order to ensure that the settlement boundary is robust, it is pertinent to revise it for the southern section to a more defensible boundary. In this instance the settlement boundary would be better drawn tight to the existing allocated site, HG1.16, then to the outside of the recreational fields to the south and then to the outer limit of the existing settlement down to the main road, where it would connect to the remainder of the settlement boundary of Aberbargoed. A plan of the proposed change is provided on the next page.

This amendment is being suggested to the Inspector as a Focused Change to the LDP.



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Atgynhychwyd o fapiad yr Arolwg Ordnans gyda chaniatad rheolwr Llyfrfa ei Mawrhydi hawffrains y Goron. Mae atgynhyrchu heb awdurdod yn torri hawffrains y Goron. Gall hyn arwain at erlyniad neu achos sifil. Cyngor Bwrdeistref Sirol Caerffili, 100025372, 2010.

TR99.2 Nelson Bypass (Ty Du Transport Assessment Information)

Nelson North/South Bypass and Information Taken from Ty Du TIA

The Ty Du TIA undertaken by the Welsh Assembly Government in 2007 refers to an anticipated development of 15 office units providing 42,871 sq m of gross floor area.

The traffic counts undertaken for the TIA cover the A472 Mafon Road, the B4255 Caerphilly Road, the B4255 Dynevor Terrace and Llwynceilyn Terrace at the several road junctions along the A472 in Nelson that are covered by the report.

2007 Traffic Flows

The following traffic flow data has been extracted from the TIA Figure 2.2

	AM Peak Northbound	AM Peak Southbound	PM Peak Northbound	PM Peak Southbound
Dynevor Terrace	220 vehs/hr	397 vehs/hr	328 vehs/hr	290 vehs/hr
Caerphilly Road	95 vehs/hr	281 vehs/hr	170 vehs/hr	134 vehs/hr
Totals of above	315 vehs/hr	678 vehs/hr	498 vehs/hr	424 vehs/hr
Llwynceilyn Terrace	302 vehs/hr	151 vehs/hr	361 vehs/hr	133 vehs/hr

All the above data refers to the junction of each road with the A472.

Shingrig Road

Shingrig Road is the main North/South route at Nelson. At its southern (Nelson) end it carries traffic to and from both Caerphilly Road and Dynevor Terrace. Further north it is joined by Bwl Road, which conveys traffic from Llwynceilyn Terrace.

At its southern end in the centre of Nelson, the greatest flow occurs in the southbound am peak at 678 vehs/hr (refer to Figure 2.2 above).

Bwl Road joins Shingrig Road at its northern end (south of the Borough Council boundary with Merthyr Tydfil). At this location it will receive a percentage of the traffic from Llwynceilyn Terrace (Bwl Road), but both its own flow and that from Llwynceilyn Terrace will have reduced to some extent by this point. South of this junction northbound traffic from Llwynceilyn Terrace will not affect Shingrig Road to more than a very limited extent. It is therefore concluded that the greatest flow is the 678 vehs/hr already referred to.

At its southern end, the carriageway of Shingrig Road is 7.3m wide, but further north this width reduces to 6.3m.

Road Capacity

TA 79/99 "Traffic Capacity of Urban Roads" lists the theoretical capacities of four types of urban all-purpose roads, UAP1-4. At its southern end, Shingrig Road falls into the UAP4 category where for a 7.3m carriageway; the capacity is listed as 1140 vehs/hr in each direction. Further north where the carriageway width is 6.3m, Shingrig Road falls into the UAP3 category and its capacity is listed as 900 vehs/hr in each direction.

At table 6.1 the Transport Assessment referred to provides National Road Traffic Forecast (High Growth) figures for county roads as follows:

2007 – 2009 @ 1.037, 2007 – 2019 @ 1.228 & 2007 – 2024 @ 1.312

Using these high growth rates, the worst case scenario in 2024 for Shingrig Road is therefore $678 \times 1.312 = 889$ vehs/hr.

Conclusion

A north–south bypass for Nelson is currently unnecessary and will remain unnecessary for at least the duration of the Local Development Plan.

Omitted Focused Change

Document **SB61**- Council Report on Deposit and Alternative Sites Consultations – Volume 5, Pages 195 – 201, provide the council response to Deposit and Alternative Sites Representations made in respect of policy SP21 – Transport Infrastructure Improvement.

The South Wales Regional Technical Statement (SWRTS) was produced, in accordance with the provisions of MTAN1, by the South Wales Aggregate Working Party in conjunction with WAG, and provides regional policy information on aggregates in south-east Wales. As a result the LDP should take account of the SWRTS

As a consequence of this work, the issue of safeguarding the mineral freight line from Machen Quarry to the county borough boundary in the LDP was proposed as an amendment to the LDP in order to ensure that the plan had regard for recommendations contained in the Technical Statement [SEW.9] on aggregates. This was not possible at the time of preparation of the Deposit Plan, as the SWRTS was not published until after its publication.

In this context **SB61** recommends that a change be made to the LDP to include a new policy, and associated reasoned justification, to protect the freight rail line, as follows:

“TR10 The existing railhead and rail line serving Machen Quarry are safeguarded for freight use.

3.255 *The South Wales Regional Technical Statement recommends that the railhead and line serving Machen quarry be safeguarded to facilitate the future operation of the quarry and facilitate rail transport for the aggregate. Given the potentially intermittent operation of minerals workings, safeguarding the rail route to protect it for freight use during periods of mineral activity will ensure that continued availability of the rail transport for mineral aggregate will continue. In addition to this the council will investigate the feasibility of new passenger rail link from Trehir to Machen and Newport, which could utilise this rail line, and protecting the line would facilitate this as well.”*

The Inspector is requested to consider the above as a Focused Change to the LDP as **FC55**.



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Town and Country Planning (General Development Procedure) Order, 1995

OUTLINE PERMISSION FOR DEVELOPMENT

APPLICATION NO. P/06/0671

APPLICANT

Wellstride Limited
Alfred Cook House
Canal Parade
Cardiff
CF10 2RD

AGENT

Derek Prosser Associates
6 Rose Court
Ty Canol
Cwmbran
NP44 6JH

WHEREAS on 24 May 2006, you submitted an application for permission to Erect residential development, associated roads, drainage and other ancillary works at Land East Of Bedwellty Road And Cwrt Neuaddwen, Aberbargoed, Bargoed. (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 conditions:-

- 01) Approval of the details of the access, appearance, landscaping, layout and scale of the development (hereinafter called "the reserved matters") shall be obtained from the Local Planning Authority in writing before development is commenced.
REASON: To comply with the provisions of Section 92 of the Town and Country Planning Act 1990.
- 02) Plans and particulars of the reserved matters referred to in Condition 01) above, relating to the access, appearance, landscaping, layout and scale of the development, shall be submitted in writing to the Local Planning Authority and shall be carried out as approved.
REASON: To comply with the provisions of Section 92 of the Town and Country Planning Act 1990.

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



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- 03) Application for approval of the reserved matters shall be made to the Local Planning Authority before the expiration of three years from the date of this permission.
REASON: To comply with the provisions of Section 92 of the Town and Country Planning Act 1990.
- 04) The development hereby permitted shall be begun either before the expiration of five years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.
REASON: To comply with the provisions of Section 92 of the Town and Country Planning Act 1990.
- 05) Prior to the commencement of the development a scheme shall be submitted to and agreed in writing by the Local Planning Authority for the phasing of the development. The scheme shall include:
- (a) A list of the land use components (including floorspace/number of dwellings) of each phase of the development
 - (b) The precise location of each phase of the development
- The development shall only be carried out in accordance with the approved scheme unless otherwise agreed in writing by the Local Planning Authority.
REASON: In order that the Local Planning Authority retains control over the development in the interests of the proper planning of the area.
- 06) The submission of the reserved matters shall include details of the existing ground levels of the site and adjoining land, and the proposed slab levels of all new buildings.
REASON: To enable the relationship between new and existing buildings to be carefully considered.
- 07) Notwithstanding the submitted plans, prior to the commencement of any works, agreement shall be reached on site, between the developer and the Local Planning Authority in respect of those trees identified to be removed and those trees identified to be retained within the approved application site.
REASON: To ensure the protection of trees in the interests of visual amenity.

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



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- 08) In this condition a "retained tree" is an existing tree which is to be retained in accordance with the approved plans and particulars; and paragraphs (a) and (b) below shall have effect until the expiration of 5 years from the date of the commencement of use of the approved development for its permitted use.
- (a) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be pruned in any manner, be it branches, stems or roots, other than in accordance with the approved plans and particulars, without the prior written approval of the Local Planning Authority. All tree works shall be carried out in accordance with BS 3998.
- (b) If any retained tree is cut down, uprooted, destroyed or dies, another tree shall be planted at the same place and that tree shall be of such a size and species, and shall be planted at such time, as may be specified in writing by the Local Planning Authority.
- REASON: To ensure the protection of trees.
- 09) No works or development shall take place until a scheme for the protection of the retained trees (Section 7, BS 5837, the Tree Protection Plan) has been agreed in writing with the Local Planning Authority. This scheme shall include:-
- (a) A plan to a scale and level of accuracy appropriate to the proposal that shows the position, crown spread and Root Protection Area (para. 5.2.2 of BS 5837) of every retained tree on site and on neighbouring or nearby ground to the site in relation to the approved plans and particulars. The positions of all trees to be removed shall be indicated on this plan.
- (b) The details of each retained tree as required at para. 4.2.6. of BS 5837 in a separate schedule.
- (c) A schedule of tree works for all the retained trees in paragraphs (a) and (b) above, specifying pruning and other remedial or preventative work, whether for physiological, hazard abatement, aesthetic or operational reasons. All tree works shall be carried out in accordance with BS 3998, 1989, Recommendations for tree works.
- (d) Written proof of the credentials of the arboricultural contractor authorised to carry out the scheduled tree works.
- (e) The details and positions (shown on the plan at paragraph (a) above) of the Ground Protection Zones (section 9.3 of BS 5837).



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(f) The details and positions (shown on the plan at paragraph (a) above) of the Tree Protection Barriers (Section 9.2 of BS 5837), identified separately where required for different phases of construction work (e.g. demolition, construction, hard landscaping). The Tree Protection Barriers must be erected prior to each construction phase commencing and remain in place, and undamaged for the duration of that phase. No works shall take place on the next phase until the Tree Protection Barriers are repositioned for that phase.

(g) The details and positions (shown on the plan at paragraph (a) above) of the Construction Exclusion Zones (Section 9 of BS 5837).

(h) The details and positions (shown on the plan at paragraph (a) above) of the underground service runs (Section 11.7 of BS 5837).

(i) The details of any changes in levels or the position of any proposed excavations within 5 metres of the Root Protection Area (para. 5.2.2 of BS 5837) of any retained tree, including those on neighbouring or nearby ground.

(j) The details of any special engineering required to accommodate the protection of retained trees (Section 10 of BS 5837) (e.g. in connection with foundations, bridging, water features, surfacing).

(k) The timing of the various phases of the works or development in the context of the tree protection measures.

REASON: To ensure the protection of trees.

- 10) The applicant shall give written notice to the Local Planning Authority of 5 days prior to carrying out the approved tree works and any operations that present a particular risk to trees (e.g. demolition within or close to a RPA, excavations within or close to a RPA, piling, carnage) in order that the works may be supervised on site.

REASON: To ensure the protection of trees.

- 11) The following activities must not be carried out under any circumstances:-
- (a) No fires shall be lit within 10 metres of the nearest point of the canopy of any retained tree.
 - (b) No works shall proceed until the appropriate Tree Protection Barriers are in place, with the exception of initial tree works.
 - (c) No equipment, signage, fencing tree protection barriers, materials, components, vehicles or structures shall be attached to or supported by a retained tree.

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(d) No mixing of cement or use of other materials or substances shall take place within the RPA, or close enough to a RPA that seepage or displacement of those materials or substances could cause them to enter a RPA.

(e) No alterations or variations to the approved works or tree protection schemes shall be carried out without the prior approval of the Local Planning Authority.

REASON: To ensure the protection of trees.

- 12) No works or development shall take place until a scheme of supervision for the aboricultural protection measures has been approved in writing by the Local Planning Authority. This scheme will be appropriate to the scale and duration of the works and may include details of:

- (a) Induction and personnel awareness of aboricultural matters.
- (b) Identification of individual responsibilities and key personnel.
- (c) Statement of delegated powers.
- (d) Timing and methods of site visiting and record keeping, including updates.
- (e) Procedures for dealing with variations and incidents.

REASON: To ensure the protection of trees.

- 13) This permission shall relate to Drawing No. 1152(00)100 Revision A received by the Local Planning Authority on 10th April 2007.

REASON: To clarify the development granted permission.

- 14) Prior to the commencement of any works forming part of this development a comprehensive scheme showing how surface water, foul and land drainage flows from the site will be dealt with shall be submitted to and approved by the Local Planning Authority. The scheme shall take full account of the recommendations contained within the 'Aberbargoed Tip Slope Stability Assessment Report - March 2007' submitted with the application.

REASON: To ensure the satisfactory drainage of the site and mitigation of any impact from drainage of the new development on the Aberbargoed Tip.



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- 15) Prior to the commencement of the development a scheme shall be submitted to and agreed in writing by the Local Planning Authority to deal with the contamination of the site. That scheme shall include a ground investigation and a risk assessment to identify the extent of the contamination and the measures to be taken to avoid risk to the occupants of the development when the site is developed. The development shall be carried out in accordance with the approved scheme.
REASON: In the interests of public health.
- 16) Before any soils or hardcore are brought onto site a scheme for their importation and testing for contamination, shall be submitted to and agreed in writing with the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved scheme.
REASON: To prevent contamination of the application site in the interests of public health.
- 17) No dwelling shall be occupied until such time as improvements have been made to the public water supply system and this has been confirmed by the Water Supply Undertaker in writing to the Local Planning Authority.
REASON: To ensure that the public water supply system can cater for the development.
- 18) No more than 104 dwellings shall be occupied until such time as improvements to the off-site public sewerage system is completed and operational and this has been confirmed by the Sewerage Undertaker in writing to the Local Planning Authority.
REASON: To protect the integrity of the existing public sewerage system.
- 19) Prior to the development commencing on the construction of any roads, drainage, or buildings hereby approved a scheme for dust mitigation must be submitted and agreed in writing with the Local Planning Authority. Thereafter this agreed scheme shall be employed as necessary to deal with dust arising from construction works.
REASON: In the interests of the amenity of the area.

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- 20) The consent shall not extend to the indicative design of the relief road. Prior to the commencement of the construction of any dwellings, details of the proposed relief road shall be submitted to and approved by the Local Planning Authority to determine the land to be safeguarded from development and transferred to the Authority in accordance with the Section 106 Agreement.
REASON: In the interests of highway safety.
- 21) Prior to the commencement of the development details of the means of access to the site and associated improvements to the existing highway network as required by the Highway Authority shall be submitted to and approved by the Local Planning Authority. The works shall be completed in accordance with the approved details prior to the occupation of any dwellings.
REASON: In the interests of highway safety.
- 22) The highway layout of the housing development shall provide for a connection onto the Bedwellty Road Relief Road in accordance with details that shall be submitted to and approved by the Local Planning Authority.
REASON: To cater for the future connection of the development to the Relief Road in the interests of the wider highway network.
- 23) Prior to the commencement of the development a noise survey shall be undertaken to assess the noise levels that might be generated by the new road, and the design of the housing development shall include measures to mitigate against the impact of noise from the road on the new housing.
REASON: In the interests of public amenity.

DATED: 12 February 2009

CHIEF PLANNING OFFICER

Advisory Note(s)

1. The proposed development lies within an area which could be subject to current coal mining or hazards resulting from past coal mining. Such hazards may currently exist, be caused as a result of the proposed development, or occur at some time in the future. These hazards include:

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- Collapse of shallow coal mine workings.
- Collapse of, or risk of entry into, mine entries (shafts and adits).
- Gas emissions from coal mines including methane and carbon dioxide.
- Spontaneous combustion or ignition of coal which may lead to underground heatings and production of carbon monoxide.
- Transmission of gases into adjacent properties from underground sources through ground fractures.
- Coal mining subsidence.
- Water emissions from coal mine workings.

Applicants must take account of these hazards which could affect stability, health & safety, or cause adverse environmental impacts during the carrying out their proposals and must seek specialist advice where required. Additional hazards or stability issues may arise from development on or adjacent to restored opencast sites or quarries and former colliery spoil tips.

Potential hazards or impacts may not necessarily be confined to the development site, and Applicants must take advice and introduce appropriate measures to address risks both within and beyond the development site. As an example the stabilisation of shallow coal workings by grouting may affect, block or divert underground pathways for water or gas.

In coal mining areas there is the potential for existing property and new development to be affected by mine gases, and this must be considered by each developer. Gas prevention measures must be adopted during construction where there is such a risk. The investigation of sites through drilling alone has the potential to displace underground gases or in certain situations may create carbon monoxide where air flush drilling is adopted.

Any intrusive activities which intersect, disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) require the prior written permission of the Coal Authority. Such activities could include site investigation boreholes, digging of foundations, piling activities, other ground works and any subsequent treatment of coal mine workings and coal mine entries for ground stability purposes.

Failure to obtain Coal Authority permission for such activities is trespass, with the potential for court action. In the interests of public safety the Coal Authority is concerned that risks specific to the nature of coal and coal mine workings are identified and mitigated.

The above advice applies to the site of your proposal and the surrounding vicinity. You must obtain property specific summary information on any past, current and proposed surface and underground coal mining activity, and other ground stability

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information in order to make an assessment of the risks. This can be obtained from The Coal Authority's Property Search Service on 0845 762 6848 or at www.groundstability.com

2. Please find attached the comments of Senior Engineer (Land Drainage), Head of Public Protection and Environment Agency (Wales) that are brought to the applicant's attention.
3. The following policy(ies) of the Council Approved Unitary Development Plan is/are relevant to the conditions of this permission: DC1.

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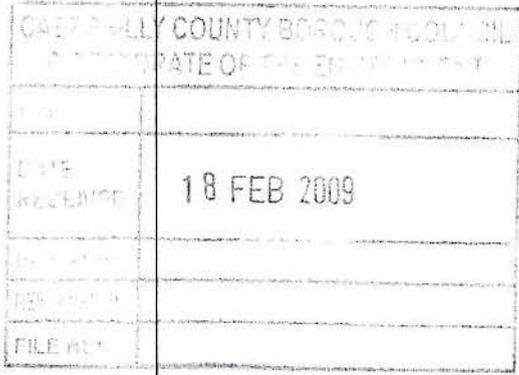
THIS AGREEMENT is made the 12th day of February Two Thousand and Eight Nine

BETWEEN the **CAERPHILLY COUNTY BOROUGH COUNCIL** whose offices are situate at Penallta House Tredomen Park Ystrad Mynach Hengoed CF82 7PG ("the Council") (1) and **SPEED 5100 LIMITED** (Company Registration Number 05870502) of Ty Atebion 2 Old Field Road Pencoed Bridgend CF35 5LJ ("the First Owner") (2) **SPEED 5101 LIMITED** (Company Registration Number 05869667) of Ty Atebion 2 Old Field Road Pencoed Bridgend CF35 5LJ ("the Second Owner") (3) **SPEED 5102 LIMITED** (Company Registration Number 05869664) of Ty Atebion 2 Old Field Road Pencoed Bridgend CF35 5LJ ("the Third Owner") (4) **WELLSTRIDE LIMITED** (Company Registration Number 05451687) of Alfred Cook House Canal Parade Cardiff CF10 2RD ("the Developer") (5) and **BARCLAYS BANK PLC** (Company Registration Number 1026167) of Barclays Loan Servicing Centre PO Box 299 Birmingham B1 3PF ("the Chargee") (6)

WHEREAS:-

1. The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (as amended) ("the Act") for the area within which the land (hereinafter called "the Land") described in Part 1 of the First Schedule hereto is situated.
2. The Land is subject to the Legal Charges referred to in Part II of the First Schedule.
3. The First Owner is the registered proprietor of that part of the Land which is registered under Title Number CYM370972.
4. The Second Owner is the registered proprietor of that part of the Land which is registered under Title Number CYM370973.
5. The Third Owner is the registered proprietor of that part of the Land which is registered under Title Number CYM370976.
6. "the Owners" mean the First Owner the Second Owner and the Third Owner together.
7. "the Relevant" Owner means any one of the Owners as the case may be.
8. The Developer has by written application applied to the Council for permission to develop the Land in the manner and for the uses set out in the plans specifications and particulars deposited with the Council and which application is identified in the Second Schedule hereto.
9. The Council is satisfied that provided the Owners enter into certain covenants herein contained in respect of the Land the development disclosed by the said plans specifications and particulars are such as may be approved by the Council under the Act and is empowered to enter into this Agreement by virtue of the provisions of Section 111 of the Local Government Act 1972 and Section 106 of the Act.
10. It is hereby agreed that the parties hereto shall enter into this Agreement in pursuance of Section 106 of the Act which shall bind the Land and in consideration of the covenants hereinafter mentioned and that the Agreement is without prejudice to the statutory powers of the Council.

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	towards under the terms of this Agreement ; or (ii) in contract or a tender for works or services (which for the avoidance of doubt shall include any expression of interest) which works or services shall be consistent with the purpose for which the sum has been paid towards under the terms of this Agreement
<p>"Contract Notice"</p> 	Shall mean a written notice served by the Council on the Relevant Owners and the Developer which shall state and provide written evidence that the Council will let within 28 days of the service of the Contract Notice a contract for the construction of the Bedwellty Relief Road (or such other name as shall from time to time be approved by the Council) of which part of the said Bedwellty Relief Road shall be constructed on the land in the approximate position shown coloured brown on the plan annexed hereto

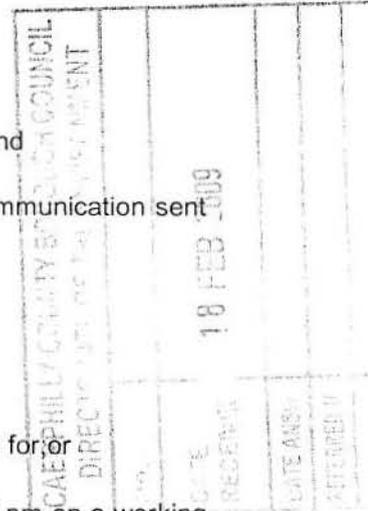
- 2 This Agreement creates planning obligations for the purposes of Section 106 of the Act which are made without prejudice to the statutory powers of the Council.
- 3 The Council approves the development and use of the Land for the purposes of the Act which uses are described in the Second Schedule hereto but subject to the conditions contained in the formal grant of planning consent to be issued within seven days of the date of this Agreement in the form of the draft annexed hereto (hereinafter called "the Consent").
- 4 The Owners to the intent and so as to bind 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 PROVIDED THAT and it is agreed that the provisions of the Third Schedule shall not apply to land transferred to statutory undertakers nor to an individual house plot on the Land after it has been sold or leased to a purchaser or such house plot with the exception of Part 1 which shall continue to apply to the individual house plots of the Affordable Housing Units following sale but not to house plots which are not for affordable housing units PROVIDED FURTHER THAT that this provision shall not be binding on any purchaser of an Assisted Home Purchase Unit ("the Purchaser") or a tenant of a Social Rented Unit who has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) or has exercised any statutory right to buy (or any equivalent contractual right) ("the Protected Tenant") or any mortgagee or chargee of the Protected Tenant or the Purchaser or any respective successor in title and their respective mortgagees and chargees or any mortgagee or chargee of the RSL or the successors in title to such mortgagee or chargee or any receiver

or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925.

- 5 The Developer hereby consents to the creation of the obligations contained in the Third Schedule which obligations shall not take effect until Commencement of Development has occurred.
- 6 For the avoidance of doubt it is hereby agreed and declared that in the event of the Consent being quashed as a result of legal proceedings or revoked or if the Consent expires within the meaning of Sections 91 92 or 93 of the Act this Agreement shall absolutely determine and become null and void and any monies pursuant to the Third Schedule shall be repaid to the party that originally made the payment of such monies to the Council with interest at the base rate for the time being of Co-Operative Bank Plc.
- 7 The Chargee acknowledges and declares that this Agreement has been entered into by the Owners with their consent and the Land shall be bound by the obligations contained in this Agreement and that the security of the Legal Charges over the Land shall take effect subject to this Agreement and further consents to the obligations taking effect as though they were created before the Legal Charges.
- 8 No person or company shall be liable for any breach of this Agreement after parting with its interest in the Land or part of the Land in respect of which such breach occurs but without prejudice to liability for any breach prior to parting with such interest. For the avoidance of doubt the reservation of an Easement or the benefit of a covenant shall not be an interest in the Land for the purpose of this cause.
- 9 This Agreement shall be registrable as a Local Land Charge.
- 10 In this Agreement:-
- 10.1 the expressions "the Council" and "the Owners" shall wherever the context so admits include their respective successors in title and assigns.
- 10.2 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 importing the singular number including the plural number and vice versa.
- 10.3 any reference to a statute shall include any extension or modification or re-enactment of such statute and any regulations or orders made thereunder.
- 11 A person who is not a party to this deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 12 The Owners the Developer and the Council acknowledge that the Chargee is a party to this deed for the purpose only of giving its consent and that the Chargee has no liability hereunder unless the Chargee takes possession of the Land as chargee.
- 13 Notices

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- 13.1 Any notice, demand or any other communication served by under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery
- 13.2 Any notice, demand or any other communication served is to be sent to the following address of the parties or to such other address as one party may notify in writing to the others at any time as its address for service:
- 13.2.1 on the Council for the attention of the Head of Legal Services at the address set out in this Agreement; and
- 13.2.2 on the First Owner and Second Owner and Third Owner at their respective addresses set out in this Agreement; and
- 13.2.3 on the Developer at the address set out in this Agreement.
- 13.2.4 on the Chargee at the address set out in this Agreement; and
- 13.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:
- 13.3.1 if delivered by hand, at the time of delivery;
- 13.3.2 if sent by post, on the second working day after posting; or
- 13.3.3 if sent by recorded delivery, at the time delivery was signed for, or
- 13.4 If a notice, demand or any other communication is served after 4.00 pm on a working day, or on a day that is not a working day, it is to be treated as having been served on the next working day.
- 13.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.



14 Resolution of Disputes

- 14.1 Unless otherwise specified in this Agreement if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this clause 14. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 14.2 For the purposes of this clause 14 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Land.
- 14.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of the either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take

such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 14.4.

14.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.

14.5 The Specialist is to act as an independent expert and:

14.5.1 The costs of such expert shall be in the award of the expert and his decision shall be final and binding on the parties save in the case of the manifest error;

14.5.2 The expert shall require each party to deliver to him and each other written submissions on their respective opinions as to the matter in dispute.

14.5.3 Each party shall have the opportunity to deliver to the expert and to each other written counter submissions and

14.5.4 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

14.5.5 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;

14.5.6 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and

14.5.7 After the delivery of counter submissions or (if none) after submission of written submissions no party shall be entitled to make any further submissions and the expert shall forthwith deliberate and deliver to each party his decision in writing within a reasonable time of closing submissions or counter submissions

14.6 This clause 14 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

IN WITNESS whereof the parties hereto have executed this Agreement as a deed the day and year first before written.

THE FIRST SCHEDULE

PART 1

ALL THAT piece or parcel of land east of Bedwellty Road and Cwrt Neuaddwen Road Aberbargoed Bargoed and shown for the purposes of identification only edged in red on the plan annexed hereto comprised in Title Numbers CYM370972 CYM370973 and CYM370976

PART II

Date of Legal Charge	Parties	Registered Title
19 th July 2007	First Owner (1) Chargee (2)	CYM370972
19 th July 2007	Second Owner (1) Chargee (2)	CYM370973
19 th July 2007	Third Owner (1) Chargee (2)	CYM370976

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THE SECOND SCHEDULE

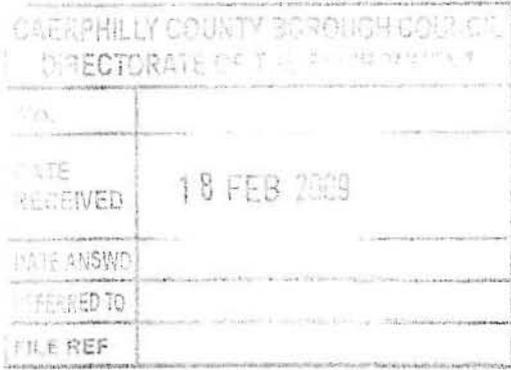
Planning Application P/06/0671 for outline planning permission to erect a residential development associated roads drainage and other ancillary works.

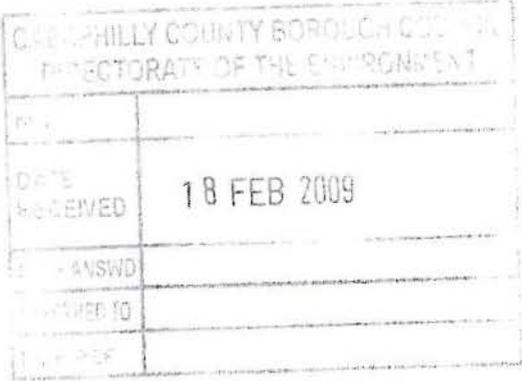
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THE THIRD SCHEDULE

**PART 1
AFFORDABLE HOUSING**

1 In this part of the Agreement unless the context requires otherwise the following words and expressions have the respective meaning as set out opposite to them:-

<p>“Affordable Housing Units”</p>	<p>Shall mean either a “Social Rented Unit” or an “Assisted Home Purchase Unit” being subsidised housing that will be available to persons who cannot afford to buy or rent housing generally available on the open market</p>
<p>“Social Rented Units”</p>	<p>shall mean:-</p> <ul style="list-style-type: none"> (i) 4 x 3 bedroom 5 person dwellings. (ii) 2 x 4 bedroom 7 person dwellings. (iii) 4 x 2 bedroom 3 person apartments. (iv) 4 x 2 bed 4 person dwellings <p>built in accordance with the Design Quality Requirements of the Welsh Ministers that are current at the date of this Agreement</p>
<p>“Affordable Value of each Social Rented Unit”</p> 	<p>shall mean</p> <ul style="list-style-type: none"> (i) for 3 bedroom 5 person dwellings £51,445.00 per dwelling. (ii) for 4 bedroom 7 person dwellings £67,775.00 per dwelling. (iii) for 2 bedroom 3 person apartments £35,456 per apartment. (iv) for 2 bedroom 4 person dwellings £46,781 per dwelling
<p>“Assisted Home Purchase Units”</p>	<p>shall mean</p> <ul style="list-style-type: none"> (i) 4 x 3 bedroom 5 person dwellings. (ii) 5 x 2 bedroom 4 person dwellings. (iii) 4 x 2 bed 3 person apartments
<p>“Affordable Value of each Assisted Home Purchase Unit”</p>	<p>Shall mean:</p>

	<p>(i) for 3 bedroom 5 person dwellings £53,508.00 per dwelling</p> <p>(ii) for 2 bedroom 4 person dwellings £48,776.00 per dwelling.</p> <p>(iii) for 2 bedroom 3 person apartment £36,582.00 per apartment</p>
<p>“Current Market Value”</p> 	<p>Shall mean the price at which a relevant Affordable Housing unit might reasonably be expected to be sold by private treaty, assuming:-</p> <p>i) a willing seller and a willing buyer</p> <p>ii) a reasonable period in which to negotiate the sale.</p> <p>iii) that such Affordable Housing Unit is freely exposed on the open market taking no account of the restrictions contained in this part of the Schedule.</p> <p>iv) on terms comparable to those which would apply generally to a sale of a housing unit in the general housing market within locality of the Site.</p>
“Development”	shall mean the development for which the Developer has applied to the Council for permission to develop the Land in the manner and for the uses set out in the plans specifications and particulars deposited with the Council and which application is identified in the Second Schedule hereto and any subsequent reserved matters permission
“Dwellings”	the Affordable Housing Units and Market Housing Units to be provided under the Consent
“Occupy/Occupation/Occupied”	use of land or buildings for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction or fitting out or marketing.
“Practical Completion”	issue of a certificate of practical completion by the Relevant Owner’s architect or in the event that the Development is construed by another

	party other than the Relevant Owner the issue of a certificate of a practical completion by that other party's architect.
"RSL"	shall mean a registered Social Landlord within the meaning of the Housing Act 1996 with Welsh Assembly Government approved development status in the County Borough of Caerphilly and approved by the Welsh Ministers
"Nominated RSL"	shall mean United Welsh Housing Association Limited or such other RSL as from time to time may be approved by the Council to administer the provisions of this part of the Schedule whose appointment shall be notified by the Council to the Relevant Owner in writing.
"Market Housing Unit"	that part of the Development which are general market housing units for sale on the open market and which are not Affordable Housing Units
"Sale Notice"	shall mean a Notice served by the Relevant Owner of its successors in title upon the Council and the Nominated RSL which informs the Council and the Nominated RSL of the commencement of construction of an Affordable Housing Unit.
"Notice Period"	means the period of three months from the date of the receipt by the Nominated RSL and the Council of Sale Notice.
"Relevant Proportions"	<p>the First Owner – 41%</p> <p>The Second Owner – 22%</p> <p>The Third Owner – 37%</p>

- 1.1 The Relevant Owner will provide Affordable Housing Units in accordance with the provisions of this Agreement.
- 1.2 The Relevant Owner shall submit to the Council together with each application for approval of reserved matters details of the size location and specification of each Affordable Housing Unit and shall provide not less than 15% of the total number of dwellings in each phase of the Development as Affordable Housing Units (or such other phasing arrangement to be approved by the Council in writing) and the Relevant

Owner shall not commence Development of each phase until such matters have been approved (in writing) by the Council provided that in the event that the number of dwellings on the Land exceed 180 the Relevant Owner shall provide additional Affordable Housing Units which shall be 15% of the total additional dwellings which exceed 180 in such mix and on plots to be determined by the Council.

- 1.3 The Relevant Owner shall procure that the Developer complete the construction of the Social Rented Units in accordance with the Design Quality Requirements issued by the Welsh Ministers that are current at the date of this Agreement. The specification for the Social Rented Units to be submitted to the Council's Head of Housing Services or such other officer as is nominated by the Council prior to the commencement of construction for approval such approval not to be unreasonably withheld or delayed. In providing its approval the Council is to have regard for the Nominated RSL's requirements in this regard
- 1.4 The Relevant Owner shall procure that the Developer complete the construction of the Assisted Home Purchase Units to the same specification and without prejudice to the generality of the foregoing all internal and external fittings finishes kitchen and bathroom units and sanitary ware shall be of equivalent quality as those in the standard dwellings constructed for open market sale together with all fixtures and fittings that are provided for the Market Housing Units and to procure that a new home warranty provider's certificate (such as an NHBC Certificate or a Zurich Certificate or similar certificate that is approved by the Council of Mortgage Lenders) is issued to the Nominated RSL or its nominee and Home Information Packs are issued as required to the Nominated RSL). The specification for the Assisted Home Purchase Units shall be submitted to the Council's Head of Housing Services or such other officer as is nominated by the Council for approval prior to the commencement of construction such approval not to be unreasonably withheld or delayed. In providing its approval the Council is to have regard for the Nominated RSL's requirements in this regard
- 1.5 No more than 40% of the Market Housing Units in each phase of the Development shall be occupied until:-
- 1.5.1 all of the Affordable Housing Units have been constructed in accordance with the Planning Permission and any subsequent Reserved Matters Permission.
 - 1.5.2 the construction of the Social Rented Units have been completed in accordance with the provisions of clause 1.3 of this Schedule.
 - 1.5.3 the construction of the Assisted Home Purchase Units have been completed in accordance with the provisions of clause 1.4 of this Schedule.
 - 1.5.4 all of the Affordable Housing Units have been made ready for residential occupation and notifications of such have been received by the Council.

1.6

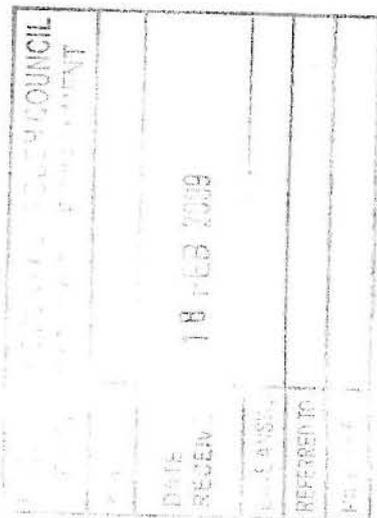


- 1.6.1 Within seven days of the commencement of construction of each Affordable Housing Unit the Relevant Owner shall serve a Sale Notice on the Nominated RSL and the Council and offer to sell such Affordable Housing Unit to the Nominated RSL at the Affordable Value for each Affordable Housing Unit and on terms comparable to those applied to a sale of Market Housing Unit save for the price payable.
- 1.6.2 The Relevant Owner will not sell any Affordable Housing Unit without having first served a Sale Notice on the Nominated RSL and the Council.
- 1.6.3 The Nominated RSL may accept the offer referred to in paragraph 1.6.1 by signing and returning a copy of the Sale Notice to the Relevant Owner within the Notice Period.
- 1.6.4 If the Nominated RSL does not accept the offer referred to in paragraph 1.6.1 the Relevant Owner shall be at liberty in the case of a Social Rented Unit to dispose of the relevant Social Rented Unit free from the obligations set out in this Schedule provided that the Relevant Owner shall pay to the Council immediately on completion of the sale of the relevant Social Rented Unit the difference (if any) between the Current Market Value of each Social Rented Unit and the Affordable Value of each Social Rented Unit and upon such payment the obligations imposed in this Agreement upon the Relevant Owner in respect of such Social Rented Unit shall forthwith cease and be of no further effect.

1.7

- 1.7.1 During the Notice Period the Nominated RSL or Council shall further be entitled to nominate one or more individuals (the "Prospective Purchaser") to acquire any Assisted Home Purchase Unit to the Relevant Owner and the Relevant Owner shall be obliged to transfer the Assisted Home Purchase Unit to the Prospective Purchaser and
- 1.7.2 If at the expiry of the Notice Period no prospective purchaser has been nominated by the Nominated RSL or the Council who within twelve weeks at the end of the Notice Period shall have exchanged contracts to purchase the relevant Assisted Home Purchase Unit then subject to paragraph 1.7.3 of this Schedule the Relevant Owner shall:-

- (a) serve a further Notice on the nominated RSL and the Council offering to sell the relevant Assisted Home Purchase Unit to the Nominated RSL for a price not exceeding the Affordable Value;
- (b) if the nominated RSL does not accept the offer referred to in paragraph 1.7.2 (a) within 28 days from the date of service of the said notice the Relevant Owner shall be entitled to sell the relevant Assisted Home Purchase Unit as general market housing free from the obligations in this paragraph 1.7 but shall pay to the Council

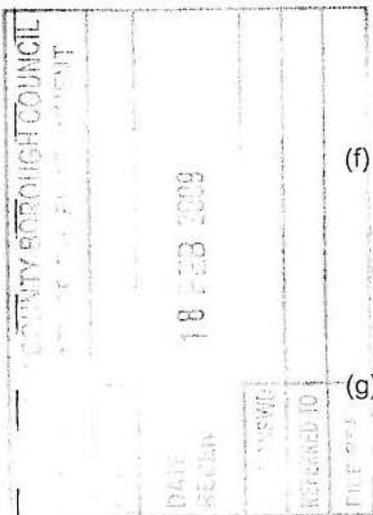


immediately on completion of the sale the difference between the Current Market Value and the Affordable Value of the relevant Assisted Home Purchase Unit and upon such payment the obligations imposed in this Agreement upon the Relevant Owner in respect of such Assisted Home Purchase Unit shall forthwith cease and be of no further effect.

1.7.3 The Relevant Owner shall not be entitled to sell the relevant Assisted Home Purchase Unit for any consideration exceeding the Affordable Value unless the Relevant Owner has used its reasonable endeavours to sell the relevant Affordable Housing Unit to any purchaser nominated by the Nominated RSL or the Council pursuant to paragraph 1.7.1 of this Schedule on terms comparable to those applied to the sale of a Marketing Housing Unit.

1.7.4 The assurance of each Affordable Housing Unit to the RSL or its nominee shall be completed within three months of the acceptance of the offer referred to in paragraph 3 or if later, 10 working days after Practical Completion of an Affordable Housing Unit and shall contain

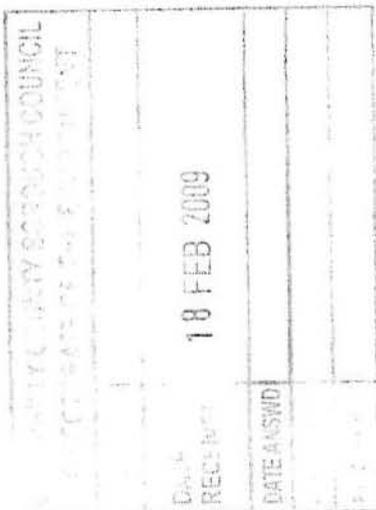
- (a) a covenant by the Relevant Owner to construct and where appropriate procure adoption of roads and footpaths to serve the Affordable Housing Units;
- (b) full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Units;
- (c) a covenant by the Relevant Owner to construct and procure adoption of drains and sewers to serve the Affordable Housing Units;
- (d) full and free rights to the passage of water, soil, electricity, gas and other services through the pipes, drains, channels, wires, cables and conduits which shall be in the adjoining land up to and abutting the boundary to the Affordable Housing Units all such services to be connected to the mains;
- (e) such other rights or covenants as may reasonably be required by the Relevant Owner provided that such rights or covenants are no more onerous than the covenants imposed by transfers of the Market Housing Units;
- (f) in the case of an assurance to a nominee of the RSL such provisions as the RSL may reasonably require (including an obligation to procure that a restriction be placed in the proprietorship register of the title of the Affordable Housing Unit) in order to procure that the Affordable Housing Unit continues to be Affordable Housing
- (g) a covenant by the Developer to comply with the provisions of schedule(s) of this Agreement and to indemnify the RSL in respect of any liability in respect



thereof save that such indemnity and covenant by the Developer shall not be required to cover compliance with the provisions of this Part 1 of the Third Schedule

1.7.5 In the event of any dispute between the Relevant Owner and the Nominated RSL or the Council as to Current Market Value or as to whether the Relevant Owner has used its reasonable endeavours in accordance with paragraphs 1.7.1 and 1.7.3 of this Schedule the following provisions shall apply:

- (a) Any such dispute shall in default of agreement be determined on the application of either party by reference to the decision of an expert agreed between the parties and in default of the agreement to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors;
- (b) The costs of such expert shall be in the award of the expert and his decision shall be final and binding on the parties save in the case of the manifest error;
- (c) The expert to be nominated shall be experienced for at least five years in matters relating to the valuation of the residential property.
- (d) The expert shall require each party to deliver to him and each other written submissions on their respective opinions as to the matter in dispute.
- (e) Each party shall have the opportunity to deliver to the expert and to each other written counter submissions and
- (f) the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
- (g) the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
- (h) the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
- (i) After the delivery of counter submissions or (if none) after submission of written submissions no party shall be entitled to make any further submissions and the expert shall forthwith deliberate and deliver to each party his decision in writing within a reasonable time of closing submissions or counter submissions.

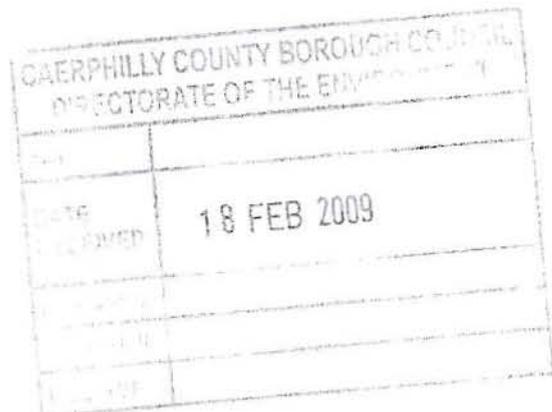


**PART II
OPEN SPACE REQUIREMENTS**

- 1 Immediately on the occupation of the 100th Dwelling the Owners shall pay in their Relevant Proportions to the Council the sum of £50,000 plus an additional amount representing an inflationary increase on the total sum calculated with reference to the Index of Retail Prices (All items- Item Reference CHMK) (or such other index as may be nominated by the Council in the event that the Retail Prices Index shall no longer be published or its name or methodology be materially altered) from the date of this Agreement to the date of actual payment to be used by the Council towards the upgrading and improvement of existing children's play facilities with a one mile radius of the Land.

- 2 Immediately on the occupation of the 150th dwelling the Owner shall pay in their Relevant Proportions to the Council the sum of £200,000.00 plus an additional amount representing an inflationary increase on the total sum calculated with reference to the Index of Retail Prices (All Items-Item Reference CHMK) (or such other index as may be nominated by the Council in the event that the Retail Prices Index shall no longer be published or its name or methodology be materially altered) from the date of this Agreement to the date of actual payment to be used by the Council towards the improvement of sports and play facilities within a one mile of radius of the Land.

- 3 In the event that the Council has not expended or entered into a legally binding contract to expend the contributions referred to in either paragraph 1 or 2 above within five years of the date of payment then any unexpended balance shall be returned to the party that made the payment of the said contribution and where this is the Owners as named in this Agreement it shall be returned in the Relevant Proportions together with interest at the base rate of Co-Operative Bank Plc as shall be in force from time to time



**PART III
EDUCATIONAL PROVISION**

- 1 Immediately on occupation of the 50th Dwelling the Owners shall pay in the Relevant Proportions to the Council the sum of £100,000.00 plus an additional amount representing an inflationary increase on the total sum calculated with reference to the Index of Retail Prices (All items- Item Reference CHMK) (or such other index as may be nominated by the Council in the event that the Retail Prices Index shall no longer be published or its name or methodology be materially altered) from the date of this Agreement to the date of actual payment to be used by the Council towards the upgrade and/or provision of an additional primary school classroom in the catchment area for Aberbargoed.

- 2 In the event that the Council has not expanded or entered into a legally binding contract to expend the contributions referred to in paragraph 1 above within five years of the date of payment then any unexpended balance shall be returned to the party that made the payment of the said contribution and where this is the Owners as named in this Agreement it shall be returned in the Relevant Proportions together with interest at the base rate of Co-Operative Bank Plc as shall be in force from time to time.

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**PART IV
HIGHWAY PROVISION**

1 The Owners hereby

1.1 grants to the Council its employees workmen servants agents licensees and contractors with or without all necessary plant machinery equipment and materials immediate licence and authority to enter that part of the Land shaded brown and shaded blue for the purpose of carrying out all investigations and surveys which the Council shall in its absolute discretion consider to be appropriate to enable the Council to design a road to be known as the Bedwellty Relief Road (or by such other name as shall from time to time be approved by the Council) part of which road is to be constructed on the Land in the approximate position shown coloured brown on the plan annexed hereto provided that the final position of that part of the road to be constructed on the Land shall be at the absolute discretion of the Council but the final position shall not extend to any part of the Land except for the areas shaded brown and blue on the plan annexed hereto Provided Always in entering the Land shaded brown and shaded blue the Council shall as soon as reasonably practicable and to the reasonable satisfaction of the Owners make good any damage caused to the Land as a result of the Council its employees workmen servants agents licensees and contractors undertaking investigations and surveys permitted by this paragraph 1.1.

1.2 grants to the Council its employees workmen servants agents licensees and contractors with or without all necessary plant machinery equipment and materials authority to enter that part of the Land shaded brown and shaded blue for the purpose of undertaking the construction of the Bedwellty Relief Road from a date 14 days from the date of service of the Contract Notice from the Council to the Developer

2 The Owners shall pay to the Council in the Relevant Proportions the total sum of £1,000,000.00 which shall be payable on the following date to be used by the Council towards the cost of construction of that part of the Bedwellty Relief Road as is referred to in paragraph 1 above:

2.1 £1,000,000 payable no later than Occupation of the 50th Dwelling;

PROVIDED THAT the Owners shall also pay to the Council as additional sum representing an inflationary increase on each instalment calculated with reference to the Index of Retail Prices (All items- Item Reference CHMK) (or such other index as may be nominated by the Council in the event that the Retail Prices Index shall no longer be published or its name or methodology be materially altered) from the date of this Agreement to the date of actual payment

3 In the event that the Council has not expended or Committed the contribution referred to in paragraph 2 above within five years of the date of the payment made pursuant to paragraph 2.1 above then any unexpended balance shall be returned to the party that made the payment of the said contribution and where this is the Owners as named in this Agreement it shall be returned in the Relevant Proportions together with interest at the base rate of Co-Operative Bank Plc as shall be in force from time to time.

DEWALLY COUNCIL BOROUGH COUNCIL
CORPORATE OFFICE ENVIRONMENT
18 FEB 2009
REFERRED TO

- 4 Within one month of receipt from the Council of a written notice stating that the construction of that part of the Bedwellty Relief Road coloured brown on the plan annexed hereto has been completed to an adoptable standard the Relevant Owner will transfer to the Council in fee simple the land coloured brown and the land coloured blue on the plan annexed hereto comprised in Title Numbers CYM370972 CYM370973 and CYM370976 at a nil consideration.

GREPPHILLY COUNTY BOROUGH COUNCIL	
RATE OF THE EQUITY	
DATE RECEIVED	18 FEB 2009
AMOUNT	
BY	
FOR	