

**THIS DEED** is made the                      day of                      Two Thousand and Twenty-Five

**B E T W E E N**

- (1) **NEWPORT CITY COUNCIL** of the Civic Centre, Newport, South Wales NP20 4UR  
(hereinafter called "the Council");
- (2) **David Williams Homes Ltd** of Waggoners Cottage Croes-Carn-Einon Farm, Holly Lane,  
Bassles, Newport, Wales, NP10 8RR(hereinafter called "the Owners")

**WHEREAS :-**

- (1) The Council is the Local Planning Authority for the purposes of this Deed for the area within which the land described in the First Schedule (hereinafter called "the Land") is situated and by whom the obligations contained in this Deed are enforceable.
- (2) The Owners are the freehold owners of the Land in accordance with a transfer dated 28 July 2025 made between Susan Mary Sherwin and Christopher Stuart Mitchelmore (1) and David Williams Homes Limited (2) which has been allocated the pending land registry title number CYM870771.
- (3) By application reference number 24/0274 dated 10 January 2025 (hereinafter called "the Planning Application") an application was made to the Council for planning permission to develop the Land in the manner and for the uses set out in the Planning Application and in the plans deposited with the Council and forming part of the Planning Application as described in the Second Schedule ("the Development").
- (4) The Council has resolved to grant planning permission ("the Planning Permission") for the Development subject to conditions and subject to the making of this Deed without which planning permission for the development would not have been granted.

NOW THIS DEED is made in pursuance of Section 106 of the Town and Country Planning Act 1990 and is a planning obligation for the purposes of that section and WITNESSES as

follows:-

1. The Owner covenants with the Council to perform the obligations and observe the restrictions specified in the Third Schedule.

2. It is agreed and declared as follows:-

2.1 The expressions "the Council" and "the Owner" shall include their successors in title and assigns.

2.2 No person shall be liable for breach of a covenant contained in this Deed after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

2.3 The covenants contained in this Deed shall take effect upon the completion of this Deed.

2.4 This Deed is a Local Land Charge and shall be registered as such by the Council as soon as reasonably practicable after completion of this Deed.

2.5 The Owner hereby agrees to pay, prior to completion of this Deed, a contribution to the legal costs incurred by the Council in the preparation and completion of this Deed in the sum of £700 and a planning administration fee in the sum of £200.

2.6 Unless the right of enforcement is expressly provided it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

2.7 The parties to this Deed may by agreement rescind or vary this Deed without the consent of a third party to whom the right of enforcement of any of its terms has been expressly provided.

- 2.8 Without prejudice to the Council's rights to enforce any breaches of this Deed (including by way of injunction) if any sum due to the Council under this Deed is not paid on or before the date upon which it is due then in addition to such sum there shall be paid to the Council interest at two per cent (2%) per annum above the base rate for the time being of the National Westminster Bank Plc from the due date of payment until the actual date of payment.
- 2.9 All sums payable by the Owner under this Deed shall be index linked so that the relevant contributions due shall be uplifted or decreased in accordance with the difference between the Retail Price Index (or such similar index as may from time to time be published to replace such index, published by the Office for National Statistics or its successor body) last published prior to the date of this Deed and the last Retail Price Index published prior to the date the financial sum is paid.

**IN WITNESS** whereof these presents have been duly executed as a Deed by the parties hereto  
the day and year first before written

## **FIRST SCHEDULE**

All that land known as land at Coc-Y-North Bungalow, Barn At Coc-Y-North Lane, Rhiwderin Newport, NP10 8RR as the same is edged in red on the plan attached hereto.

## **SECOND SCHEDULE**

Planning Application reference number 24/0274 dated 10 January 2025 relating to a change of use of a former barn into 3-bedroom dwelling and associated works.

### **THIRD SCHEDULE**

- 1) Prior to the occupation of the dwelling comprised in the Development the Owners shall pay to the Council the sum of two thousand five hundred and fifty-nine pounds (£2,559) (“the Affordable Housing Sum”) to be used as a contribution towards the provision of affordable housing in the City of Newport.
  
- 2) The Affordable Housing Sum shall be used by the Council within the Housing Target Area of Caerleon and Rural Newport in accordance with the Council’s Affordable Housing Supplementary Planning Guidance but if no suitable scheme is identified within 3 years of the date of payment then the Affordable Housing Sum can be used anywhere within the City of Newport.
  
- 3) If the Affordable Housing Sum is not used or committed to be used within 5 years of it being paid to the Council, then it shall be repaid to the payer together with any interest accrued.

**THE SEAL of NEWPORT CITY** )  
**COUNCIL** was hereunto affixed in the )  
presence of: )

Head of Law and Standards

**SIGNED** and **DELIVERED** as a **DEED** by DAVID WILLIAMS LIMITED  
Acting by one of its directors in the presence of:- )  
)

Witness signature.....

Witness name.....

Witness address.....