

THIS DEED is made the day of Two Thousand and Twenty
Six

B E T W E E N

(1) NEWPORT CITY COUNCIL of the Civic Centre, Newport, South Wales ("the Council");
and

(2) of The Long House, Blacksmiths Way, Coedkernew, Newport, NP10 8TR (hereinafter called
"the Owner")

W H E R E A S :-

- (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 of the Principal Agreement ("hereinafter called "the Land") is situated and by whom the obligations contained in this Deed are enforceable.
- (2) The Owner is the owner in fee simple in possession of the Land registered at H M Land Registry under Title Number WA53060.
- (3) An agreement under section 106 of the Town and Country Planning Act 1990 was made between the Council and the Owner and dated 17 November 2022 ("the Principal Agreement") in respect of the Land and planning permission ("the Original Permission") for the erection of 2 no. detached dwellings to the rear of the existing house (the Longhouse) with double garages was granted on 17 November 2022 under application reference 22/0341 ("the Original Application").

(4) By application reference number 25/0781 dated 9 October 2025 (hereinafter called "the New Application") the Owner has applied to the Council for planning permission to vary the standard time condition in relation to the Original Permission.

(5) The Council has resolved to grant planning permission ("the New Planning Permission") for the New Application subject to conditions and subject to the making of this Deed of Variation (with the purpose of ensuring that the obligations in the Principal Agreement are met).

N O W 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 Principal Agreement, as varied by this Deed, shall remain fully effective and all terms and definitions contained in the Principal Agreement shall apply to this Deed of Variation, unless otherwise stated herein.
2. The Owner hereby agrees and covenants with the Council that the terms of the Principal Agreement shall be amended as follows:
 - 2.1 All references to the Application shall mean the Original Application and also as amended by the New Application.
 - 2.2 All references to the Planning Permission shall mean the Original Planning Permission and also as amended by the New Planning Permission.

- 4 The Owner hereby agrees to pay the reasonable legal costs incurred by the Council in the preparation and completion of this Deed of £700.
- 5 The covenants contained in this Deed shall take effect upon the date of completion of this Deed.
- 6 The terms of the Principal Agreement shall have effect as though the provisions contained in this Deed had been contained in the Principal Agreement with effect from the date of this Deed.

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

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

Head of Law and Standards/Legal Services Manager

SIGNED as a **DEED** by
as attorney for
in the presence of:

..... as attorney for

Signature of witness:

Name (IN BLOCK CAPITALS):

Address:

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