

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 NP20 4UR
(hereinafter called "**the Council**"); and
- (2) **STUART NICHOLSON** of 14 Centurion Gate, Caerleon, Newport, NP18 1NS ("**the Owner**")
- (3) **MONMOUTHSHIRE BUILDING SOCIETY** of Monmouthshire House, John Frost Square,
Newport, NP9 1PX ("**the Mortgagee**")

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 (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 which is registered at H M Land Registry in respect of the same under Title Number WA549890.
- (3) The Mortgagee is mortgagee of the Land by virtue of a legal charge dated 28 February 2002 and has agreed to enter into this Deed for the purpose of indicating its consent to the terms hereof.
- (4) By application reference number 25/0646 dated 22 August 2025 (hereinafter called "**the Planning Application**") the Owner by their agent has applied 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.

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 Owner covenants with the Council to perform the obligations and observe the restrictions specified in the Third Schedule.
2. The Council covenants with the Owner to perform the obligations and observe the restrictions specified in the Fourth Schedule.
3. The Mortgagee (or any future mortgagee whose interest in the Land is bound by the terms of this Deed):
 - 3.1 Consents to the completion of this Deed and declares that its interest in the Land shall be bound by the terms of this Deed as if it had been executed and registered as a land charge before the creation of the Mortgagee's interest in the Land; and
 - 3.2 Shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Land.
4. It is agreed and declared as follows:-
 - 4.1 The expressions "the Council", "the Owner" and "the Mortgagee" shall include their successors in title and assigns.
 - 4.2 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.

- 4.3 The covenants contained in this Deed shall take effect upon the completion of this Deed.
- 4.4 This Deed is a Local Land Charge and shall be registered as such.
- 4.5 For the purposes of this Agreement Section 56(2) of the Town and Country Planning Act 1990 shall determine the date upon which the Development is begun
- 4.6 The Owners hereby agree to pay, prior to completion of this Deed, the legal costs incurred by the Council in the preparation and completion of this Deed of £850 and a planning administration fee of £200.
- 4.7 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.
- 4.8 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.
- 4.9 Without prejudice to the Council's rights to enforce any breaches of this Agreement (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.
- 4.10 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.

4.11 The obligations in this Deed shall cease to have effect if, before the Development has begun, the Planning Permission:

- (a) expires;
- (b) is revoked other than at the Owner's request; or
- (c) is quashed following a successful legal challenge.

4.12 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 after 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

FIRST SCHEDULE

All that land known as 16 and 18 Cambrian Road as the same is edged in red on the plan attached hereto.

SECOND SCHEDULE

Planning Application reference number 25/0646 dated 22 August 2025 relating to the change of use of first and second floors from retail (class A1 use) to 2 no. one bedroom flats

THIRD SCHEDULE

- 1) Prior to the occupation of the first dwelling comprised in the Development, the Owner shall pay to the Council a contribution towards the provision of affordable housing in the City of Newport consisting of the total sum of one thousand seven hundred and sixteen pounds (£1,716) ("the Affordable Housing Sum")
- 2) The Affordable Housing Sum shall be used by the Council within the Housing Target Area of Newport West 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.
- 4) 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.

FOURTH SCHEDULE

- 1) Within 7 days of the date of this Deed the Council will grant the Planning Permission.
- 2) After the Affordable Housing Sum has been paid, the Council shall on the written request of the Owner issue a written confirmation of that payment and the discharge of the Owner's obligation contained in paragraph 2 of the Third Schedule.

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

Head of Law and Standards/Legal Services Manager

SIGNED and **DELIVERED** as a **DEED** by)
STUART NICHOLSON in the presence of:)

Witness signature

Witness name

Witness address

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EXECUTED AS A DEED (but not delivered until the date hereof)
BY MONMOUTHSHIRE BUILDING SOCIETY
BY AFFIXING THEIR COMMON SEAL
IN THE PRESENCE OF

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY