

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 ("the Council");
- (2) **NOAL GRIFFITHS** of 21 Greenfield Road, Rogerstone, Newport NP10 9BU (hereinafter called "the Owner") and
- (3) **STEVEN GROUCOTT** of Gloch Wen Barn, Tabernacle Drive, Rhiwderin, Newport, NP10 8UA (hereinafter called "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 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 that is registered at H M Land Registry in respect of the same under Title Number WA478718
- (3) An agreement under section 106 of the Town and Country Planning Act 1990 was made between the Council and the Owner and dated 28 August 2025 ("the Principal Agreement") in respect of the Land and planning permission ("the Original Permission") for retrospective full application for retention of 2 dwellings at Tudor Crescent was granted on 10 December 2024 under application reference 24/0989 ("the Original Application").
- (4) By application reference number 25/0728 dated 5 September 2025 (hereinafter called "the Second Application") the Owner by its agent subsequently applied to the

Council for planning permission to vary condition 01 (approved plans), condition 02 (rear platform) and condition 3 (building height) attached 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 Planning 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 Permission.

- 3 The Owner hereby agrees to pay the reasonable legal costs incurred by the Council in the preparation and completion of this Deed of £700
- 4 The covenants contained in this Deed of Variation shall take effect upon the date of completion of this Deed.
- 5 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.
- 6 The Mortgagee hereby consents to the execution of this Deed and acknowledged that subject as herein provided the Land shall be bound by the restrictions and obligations contained herein.

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

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

Head of Law and Standards

SIGNED and **DELIVERED** as a **DEED** by)
NOAL GRIFFITHS in the)
presence of:)

Witness signature

Witness name

Witness address

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SIGNED and **DELIVERED** as a **DEED** by)
STEVEN GROUCOTT in the)
presence of:)

Witness signature

Witness name

Witness address

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