

THIS DEED is made the **Do NOT** day of **DATE** Two Thousand and Twenty Five

BETWEEN

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

(2) REDROW HOMES LIMITED (Co. Regn. No. 01990710) of Redrow House, St. Davids Park, Ewloe, Deeside CH5 3RX (hereinafter called "the First Owner")

(3) CAMPUS BUILDINGS (CAERLEON) DEVELOPMENTS LTD (Co. Regn. No. 14234536) of 29 York Street, London, W1H 1EZ (hereinafter called "the Second Owner")

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 of the Principal Agreement ("hereinafter called "the Land") is situated and by whom the obligations contained in this Deed are enforceable.
- (2) The First Owner is the owners in fee simple in possession of the Land and are registered at H M Land Registry in respect of the same under Title Numbers CYM655349 and CYM789443 (excluding the area edged red on the plan annexed to this deed).
- (3) By a transfer dated 19 May 2025 between (1) the First Owner and (2) the Second Owner the Second Owner has acquired that part of the Land shown edged red on the plan annexed to this deed and the Second Owner's application to register the land edged red on the plan annexed to this deed has been submitted and allocated title number CYM908618

(4) An agreement under section 106 of the Town and Country Planning Act 1990 was made between the Council and the First Owner and dated 21 April 2021 ("the Principal Agreement") in respect of the Land and planning permission ("the Original Permission") for partial demolition, refurbishment and conversion of main building to 44 flats, conversion of TJ Webly building to 2no. dwellings, conversion of Ty Hywel building to 2herinafter called no. residential units (1 flat and 1 house), conversion of Felthorpe to 1no. dwelling, demolition of other existing buildings and construction of 170 no. dwellings, open space, landscaping, engineering and infrastructure works to include retention of listed gate piers was granted on 21 April 2021 under application reference 19/1212 ("the Original Application").

(5) By application reference number 23/0682 dated 9 July 2024 (hereinafter called "the Second Application") the Second Owner by its agent subsequently applied to the Council for planning permission to vary condition 01 (plans) attached to the Original Permission. The Council granted the planning permission pursuant to the Second Application on 21st November 2024 (hereinafter called "the Second Permission") subject to the completion of a deed of variation to the Principal Agreement dated 21st November 2024 made between (1) the Council (2) the Owner and (3) the Second Owner ("the First Deed of Variation").

(6) By application reference number 25/0294 dated 16 April 2025 (hereinafter called "the Third Application") the First Owner has applied to the Council for planning permission to vary condition 01 (plans) attached to the Second Permission.

(7) The Council has resolved to grant planning permission ("the Third Application Planning Permission") for the Third 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. All terms and definitions contained in the Principal Agreement shall apply to this Deed of Variation unless otherwise stated herein.
2. The First and Second owners hereby agree and covenant 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 Second and Third Application.
 - 2.2 All references to the Planning Permission shall mean the Original Planning Permission and also as amended by the Second and Third Planning Permission.
- 3 Except as specifically provided in this Deed the terms of the Principal Agreement as previously varied by the First Deed of Variation shall remain in full force and effect.
- 4 The First 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 Second Deed of Variation shall take effect upon the date of completion of this Deed.