

THIS SECOND 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");

and

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

(3) CAMPUS BUILDINGS (CAERLEON) DEVELOPMENTS LTD (Co. Regn. No. 14234536) of 29 York Street, London, W1H 1EZ (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 and is registered at HM Land Registry in respect of the same under Title Numbers CYM655349 and CYM789443.

(3) The Buyer is purchasing the freehold premises known as the listed buildings and associated landscaped area at Caerleon Campus under an agreement for sale dated 26 May 2023 and on the property plan at Appendix 1 being part of the Land Registry title number CYM655349.

- (4) An agreement under section 106 of the Town and Country Planning Act 1990 was made between the Council and the Owner and dated 21 April 2021 ("the Principal Agreement") in respect of the Land and planning 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 Permission").
- (5) By application reference number 23/0682 dated 9 July 2024 (hereinafter called "the Second Application") the Owner by its agent subsequently has 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 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 Buyer ("the First Deed of Variation").
- (6) By application reference number XXX dated XX 2025 (hereinafter called "the Third Application") the 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 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 Application as amended by the **Third** Application.
 - 2.2 All references to the Planning Permission shall mean the Planning Permission as amended by the **Third** Planning Permission.
- 3 Except as specifically provided in this Deed the terms of the Principal Agreement **as supplemented by the First Deed of Variation** shall remain in full force and effect.
- 4 The Owner hereby agrees to pay the reasonable legal costs incurred by the Council in the preparation and completion of this Deed of **£XXXX**
- 5 The covenants contained in this **Second** Deed of Variation shall take effect upon the date of completion 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 Regulation

EXECUTED as a Deed by)
as attorney

REDROW HOMES LIMITED)
)

As attorney for REDROW HOMES LIMITED

EXECUTED as a Deed by)
 as attorney)
REDROW HOMES LIMITED)
)

As attorney for REDROW HOMES LIMITED

EXECUTED as a Deed by)
 as attorney)
CAMPUS BUILDINGS (CAERLEON))
DEVELOPMENTS LTD)

Witness signature:

Name (in BLOCK CAPITALS):

Address:

Occupation:

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Appendix 1