



Cot Hill Junction Works: Great Milton Park, Llanwern

Date: 18.07.2023

1.0 Introduction

- 1.1 This note relates to the Cot Hill Junction Works as defined and set out in the “S106 Agreement”. This being the agreement entered by way of a second supplement deed and deed of variation between Gallagher Llanwern Ltd (“Gallagher”) and Newport Council on 22nd June 2017. Redrow Homes Ltd (“Redrow”) as freehold purchaser is successor in title to Gallagher. Any reference to Gallagher is therefore now interpreted as Redrow.
- 1.2 This note has been prepared by Redrow to set out what has occurred to date and whereby Redrow has adhered to the Cot Hill Junction Works and therefore satisfied Schedule 2, paragraph 2 of the S106 Agreement.

2.0 S106 Requirements – Sch 2, para 2

- 2.1 Schedule 2 of the S106 Agreement relates to developer (Redrow) covenants. Paragraph 2 of the said Schedule simply states “Prior to the Commencement Date to enter into the Section 278 Agreement with the Council and to pay the Cot Hill Contribution to the Council”.
- 2.2 “Section 278 Agreement” is defined as “an agreement with the Council under Section 278 of the Highways Act and/or Section 111 of the Local Government Act 1972 in relation to the Cot Hill Phase 1 Works substantially in the form annexed hereto subject to such amendments as may be agreed between the parties acting reasonably” (emphasis added).
- 2.3 “Cot Hill Contribution” is defined as “means the sum of £45,000 payable to the Council in accordance with paragraph 2 of Schedule 2”.

3.0 What has occurred?

- 3.1 The Cot Hill Contribution was paid by Redrow to the Council and was to be used for the Cot Hill Phase 2 Works. Redrow also undertook the Cot Hill Phase 2 Works. Sch 3, paragraph 2 of the S106 required the Council to undertake the Cot Hill Phase 2 Works utilising the Cot Hill Contribution. Redrow contend, and as suggested at a recent meeting, that the Cot Hill Contribution should be repaid to Redrow as the contribution has clearly not been used for the sole means as defined by the S106 Agreement.
- 3.2 Redrow entered into a Section 111 Agreement with the Council on 7th February 2019. This agreement was entered into following discussions with the Highways Authority over the extent of the Cot Hill Junction Works required. The signalisation from Cot Hill was not deemed to be required as depicted under the Cot Hill Phase 1 Works defined in the S106 Agreement. The Section 111 Agreement referenced the applicable planning application being implemented (ref: 16/0864) and clearly incorporated part of the Cot Hill Phase 1 Works. The works subject to the Section 111 Agreement have been implemented in full.

4.0 Redrow position

- 4.3 The definition of Section 278 Agreement in the S106 Agreement includes the phrase “subject to such amendments as may be agreed between the parties acting reasonably”. Further the definition of Cot Hill Phase 1 Works includes the phrase “or such subsequent revisions of said drawing or alternative schemes of works as shall be agreed in writing between the Council and Gallagher”.
- 4.4 The agreement entered into on 7th February 2019 between Redrow and the Council was made expressly under both Section 278 and Section 111 of the Highway Act. It referred to the 16/0864 planning permission being implemented and it includes works as



envisaged by the Cot Hill Phase 1 Works (noting that the S106 Agreement allowed for amendments/revisions/alternative schemes). The agreement represents the singular agreement defined under S278 Agreement in the S106 Agreement. On this basis Redrow has accordingly satisfied Schedule 2, Paragraph 2 of the S106 Agreement with no other obligations remaining to relating to Cot Hill Junction Works.