

Proposed Deed of Variation in relation to Schedule 2 of paragraph 2 of S106 – Land at Llanwern, Newport - Justification Note

Redrow

3rd December 2025

Schedule 2, paragraph 2 of the S106 Agreement relates to Cot Hill Junction and states the following:

2 Cot Hill Junction

- 2 1 Upon receipt to use the Cot Hill Contribution only for the purpose of carrying out the Cot Hill Phase 2 Works and for no other purpose and the Council agrees with Gallagher and the Trustees that the Council will repay (upon written request) any part of the Cot Hill Contribution paid to the Council pursuant to **paragraph 2 1 of Schedule 2** which remains unspent or unallocated at the date 3 years from the date of payment of the Cot Hill Contribution to the party who paid the contribution along with any interest accrued
- 2 2 To enter into the Section 278 Agreement with Gallagher and/or the Trustees and to serve written notice on Vinci Plc of the commencement of the Cot Hill Junction Works (and provide Gallagher with a copy of said notice) as soon as reasonably practicable following receipt of a written request from Gallagher or the Trustees to do so
- 2 3 Thereafter to procure that the Cot Hill Phase 1 Works are commenced as soon as is reasonably practicable and are completed within 10 (ten) months of the date of the service of the notice upon Vinci in accordance with **paragraph 2 2** above

This matter was last discussed between Newport City Council (NCC) and Redrow in July 2023. **Appendix 1** contains a copy of the Position Statement issued by Redrow dated 18th July 2023. **Appendix 2** contains the Section 111 Agreement referenced in the note.

A response was subsequently received from NCC which is dated 21st August 2023 (**Appendix 3**). The response from NCC states the following:

“At item 6 in the minutes, it can be seen that the situation regarding the Cot Hill Junction had not yet been resolved. Whilst, after reviewing professional advice, the Council had agreed that the signalised junction was not needed, it is noted that the Council had accepted Redrow’s offer of a payment of £250,000 for Active Travel, for improvement of pedestrian links, in lieu of the provision of that junction”.

The response from NCC also states the following:

“In the light of this evidence, the Council’s view is that the Cot Hill Junction s106 obligation has not been satisfied. The 2019 Agreement was drawn up for Redrow’s convenience, so that the development could proceed without delay, and not in order to satisfy the original s106 requirements. Therefore, the obligation remains outstanding”.

Redrow is now seeking to regularise the S106 Agreement via a Deed of Variation to comply with the agreement reached previously between the Council and Redrow.

In this regard, further background is set out below:

A Technical Note '*Llanwern Revised Access Technical Note – SDR/Cot Hill*' (Ref: 184108/N01) dated July 2018 prepared by Vectos and was issued to the Council on 27th July 2018 (**Appendix 4**). NCC subsequently engaged Capita to review the Technical Note and their response dated 20th August 2018 is contained in **Appendix 5** - Llanwern Revised Access – SDR/Cot Hill). Subsequently an email was received from Carl Jones dated 5th October 2018 (**Appendix 6**) which stated the following:

Good morning matt,

Removal of the all movements junction does not appear to be problematical. The only issue now is pedestrian access into Ringland utilising the existing subway. I have chased up several times but getting no internal response to Capita's assessment. I need this before responding and will keep chasing.

Kind regards

Carl

A meeting was then held between Carl Jones, NCC and Richard Keogh/ Martin Pretty/ Martin Watkins, Redrow on 12th December 2019. A note of this meeting was issued to NCC on 19th December 2019. This note is contained in **Appendix 7**.

Section 6 of the meeting note relates to the Cot Hill Junction and states the following:

6 Final 278 works with SDR

Proposed Traffic Signals- CJ confirmed that it was accepted that a signalised junction with the SDR is not required from a traffic perspective. Vectos (on Redrow's behalf) had provided substantiation in this regard with this being confirmed by Capita (on NCC's behalf). CJ added that NCC had accepted a £250k contribution to 'active travel' in lieu of the signalised junction.

CJ noted that pedestrian crossings of the SDR was the issue with a focus on improving the underpass required.

Appendix 8 contains the covering email dated 18th December 2019 from Martin Watkins to Carl Jones to the above-mentioned meeting notes.

Appendix 9 contains the Cot Hill Access Spur email dated 26th November 2019 which was attached to the email contained in Appendix 2.

Appendix 10 contains a note of a meeting held on 23rd January 2020 between Carl Jones NCC and Martin Pretty/ Martin Watkins (Redrow) and Section 5 relates to the Cot Hill junction. It states the following:

In order to progress to conclusion Redrow to to email CJ asking 'what the intentions are for the junction with the SDR'. Previuios meeting note in italics below.

Proposed Traffic Signals- CJ confirmed that it was accepted that a signalised junction with the SDR is not required from a traffic perspective. Vectos (on Redrow's behalf) had provided substantiation in this regard with this being confirmed by Capita (on NCC's behalf). CJ added that NCC had accepted a £250k contribution to 'active travel' in lieu of the signalised junction.

CJ noted that pedestrian crossings of the SDR was the issue with a focus on improving the underpass required.

Due staff changes within Redrow and NCC, the matter was not discussed again until April 2023. The matter was then discussed between Matt Thomas (SLR formerly Vectos) and Anna Griffiths, NCC. These discussions were supported by an updated Technical Note dated March 2023 which concluded that an all movement signalised junction between Cot Hill and the SDR is not required. The Technical Note is contained in **Appendix 11**. As set out above and contained in Appendix 3, the Council responded on 21st August 2023.

Redrow are therefore proposing to make the following amendments to the S106 Agreement via a Deed of Variation:

SCHEDULE 1

Variations to THE PRINCIPAL DEED

1. DEFINITIONS – CLAUSE 1.1

- 1.1 The following new definition shall be inserted after the definition of “**Acceptable Cost Guidelines**”:

“Active Travel Contribution”	means the sum of £250,000 (two hundred and fifty thousand pounds) payable by the Owner to the Council in lieu of the Phase 2 Cot Hill Works, such sum to be applied by the Council towards the design, improvement and implementation of pedestrian and cycle infrastructure and other active-travel measures serving the Development, such sum not to be Index Linked
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The definition of “**Cot Hill Phase 2 Works**” shall be deleted in its entirety.

Within the definition of “**Cot Hill Junction Works**” the words “and the Cot Hill Phase 2 Works” shall be deleted.

Within the definition of “**Cot Hill Junction Works Drawing**” the words “and indicatively shows the Cot Hill Phase 2 Works” shall be deleted.

2. VARIATIONS TO SCHEDULE 2

A NEW PARAGRAPH 12 OF SCHEDULE 2 TO THE PRINCIPAL DEED SHALL BE ADDED WHICH READS AS FOLLOWS:

“12. ACTIVE TRAVEL CONTRIBUTION”

“12.1 To pay the Active Travel Contribution upon Occupation of the 850th Dwelling within the Development”

VARIATIONS TO SCHEDULE 3

THE EXISTING PARAGRAPH 2.1 OF SCHEDULE 3 TO THE PRINCIPAL DEED SHALL BE DELETED IN ITS ENTIRETY.

A NEW PARAGRAPH 10 OF SCHEDULE 3 TO THE PRINCIPAL DEED SHALL BE ADDED WHICH READS AS FOLLOWS:

“10. ACTIVE TRAVEL CONTRIBUTION”

“10.1 UPON RECEIPT TO USE THE ACTIVE TRAVEL CONTRIBUTION towards the design and implementation of active travel infrastructure improvements within the

vicinity of the Development AND FOR NO OTHER PURPOSE AND THE COUNCIL AGREES WITH THE OWNER THAT THE COUNCIL WILL REPAY (UPON WRITTEN REQUEST) ANY PART OF THE ACTIVE TRAVEL CONTRIBUTION PAID TO THE COUNCIL PURSUANT TO PARAGRAPH 2.1 OF SCHEDULE WHICH REMAINS UNSPENT OR UNALLOCATED AT THE DATE 3 YEARS FROM THE DATE OF PAYMENT OF THE ACTIVE TRAVEL CONTRIBUTION TO THE PARTY WHO PAID THE CONTRIBUTION ALONG WITH ANY INTEREST ACCRUED."