

DJP/KMB/D4/9

JTE/MGE

15TH September, 1989

Mr. D.J. Porter,
Chief Executive Dept.,
Civic Centre,
NEWPORT,
Gwent NP23 4UR.

Dear Mr. Porter,

RE: Lease of site at Duffryn.

I propose that our payment of £3,000 in respect of above Lease be deducted from Newport Borough Councils contribution of £7000, rather than our paying £3000, then you later paying £7000.

I trust this meets with your approval. A reply would be appreciated before next Board Meeting on 2nd October.

Yours faithfully,

Clerk to the Board.



C. Tapp, LL.B., Chief Executive
CIVIC CENTRE, NEWPORT, GWENT. NP9 4UR. TEL. 0633 244491 Ext 3701
Telex 497385 NPT BC G
FAX: (0633) 244721

Reference	DJP/KMB	Your Reference	JTE/MGE
	D4/9		

11th September 1989

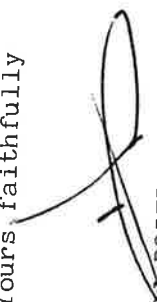
JT Evans Esq
Clerk to the Caldicot and Wentlooge Levels Drainage Board
Queens Chambers
2 North Street
NEWPORT
Gwent

Dear Mr Evans

RE: LEASE OF SITE AT DUFFRYN

As you are aware, the lease of the site sealed by the Board was delivered to my office some weeks ago. At that time, I was informed by your colleague that you would be writing to me regarding your proposals for payment. I should be grateful if you could please let me know the present position.

Yours faithfully


DJ PORTER
FOR CHIEF EXECUTIVE



NEWPORT BOROUGH COUNCIL

C. Tapp, LL.B., Chief Executive
CIVIC CENTRE, NEWPORT, GWENT. NP9 4UR. TEL. 0633 244491 Ext
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FAX: (0633) 244721

3701

Reference

DJP/KMB
D4/12

Your Reference

JTE/MGE

25 July 1989

The Clerk to the Board
The Caldicot and Wentloog Levels Drainage Board
Queens Chambers
2 North Street
NEWPORT
Gwent

Dear Mr Evans

RE: LAND AT SANDY LANE

I refer to your letter of the 7th June and I as requested I enclose the lease for sealing by the Board. Further to our discussions at this office I understand that you are now anxious to proceed and do not wish to discuss with the Director of Development a reduced area. I would therefore emphasise the comments made at our meeting when it was pointed out that there are possible public rights of way across part of the site and that the Board will take these into account in fencing.

Yours sincerely

DJ PORTER
FOR CHIEF EXECUTIVE



NEWPORT BOROUGH COUNCIL

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B. Adcock, B.Sc., DIP T.P., M.R.T.P.I., Director of Development
CIVIC CENTRE, NEWPORT, GWENT. NP9 4UR. TEL. 0633 244491 Ext
Telex 497385 NPT BC G
FAX: (0633) 244721

Reference HR/EST/PD

Your Reference

5th October 1989

FOR THE ATTENTION OF MR T TAYNTON-EVANS

The Caldicot & Wentlodge Drainage Board
Queens Chambers
2 North Street
Newport
Gwent

Dear Sir,

RE: LEASE OF LAND AT DUFFRYN

I refer to your letter dated 15/9/89 and apologise for the subsequent delay in my response.

I am pleased to confirm that the arrangement as proposed by yourselves is indeed acceptable.

Yours faithfully

H REID

For Director of Development



NEWPORT BOROUGH COUNCIL

C. Tapp, LL.B., Chief Executive
CIVIC CENTRE, NEWPORT, GWENT. NP9 4UR. TEL. 0633 244491 Ext 3701
Telex 497385 NPT BC G
FAX: (0633) 244721

Reference	DJP/KMB D4/9	Your Reference	JTE/MGE
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17th October 1989

Mr J Tainton-Evans
The Calidcot and Wentloog Levels Drainage Board
Queens Chambers
2 North Street
NEWPORT
Gwent

Dear Mr Evans

RE: LEASE OF SITE AT DUFFRYN

I refer to your letter of 15th September and the subsequent response from the Director of Development. I enclose the part of the lease sealed by the Council.

Yours faithfully

DJ PORTER
FOR CHIEF EXECUTIVE

Enc.

THIS LEASE dated the

16th

day of

October

One thousand nine hundred and eighty-nine made B E T W E E N

NEWPORT BOROUGH COUNCIL of Civic Centre Newport in the County of Gwent
(hereinafter called "the Lessor") of the one part and THE CALDICOT AND
WENTLOOGE LEVELS DRAINAGE BOARD of Queens Chambers 2 North Street Newport
(hereinafter called "the Board") of the other part

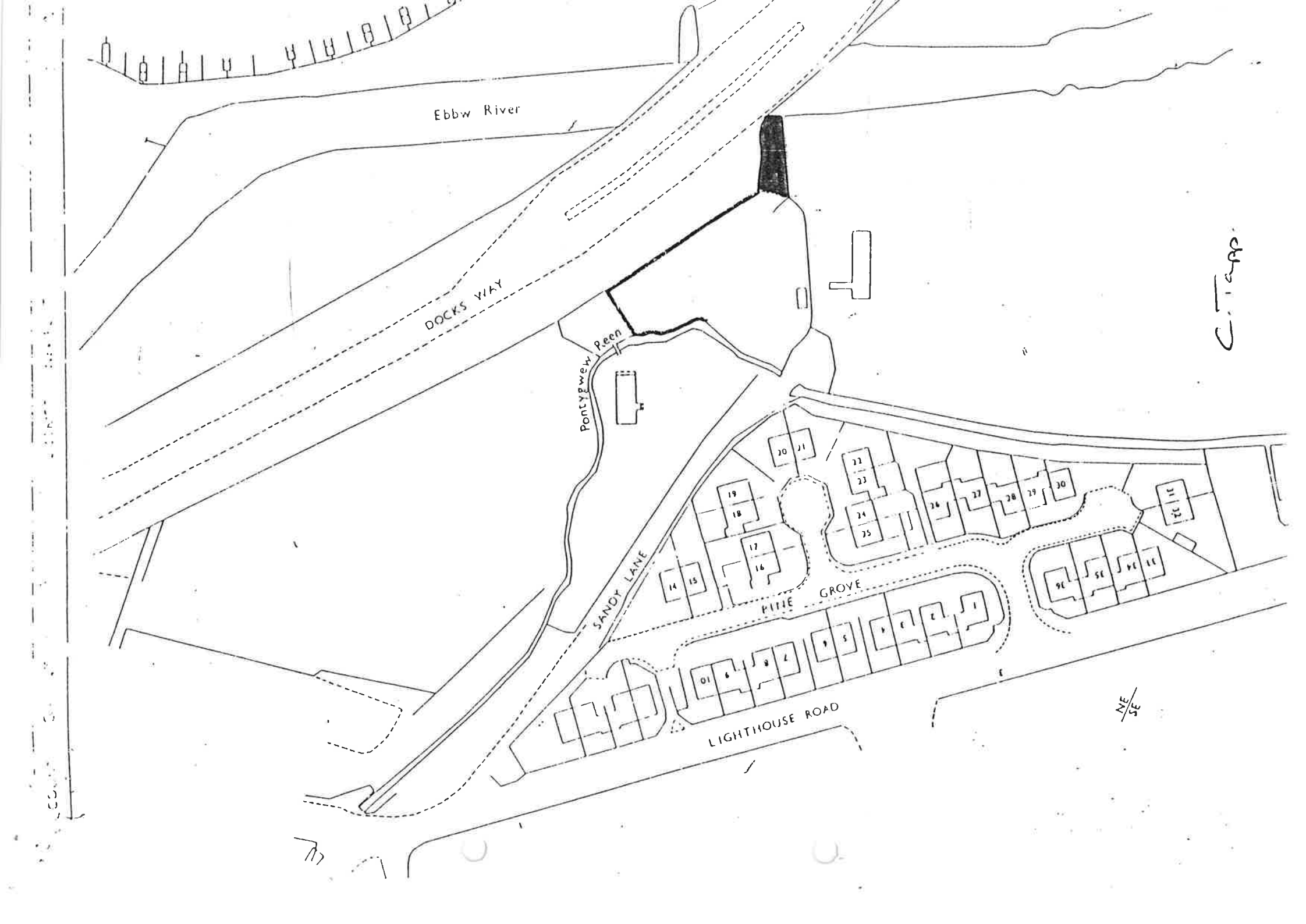
W I T N E S S E T H as follows:-

1. In consideration of the sum of THREE THOUSAND POUNDS paid by the Board to the Lessor (the receipt whereof is hereby acknowledged) the Lessor hereby demises to the Board ALL THAT piece or parcel of land situate at Sandy Lane Newport aforesaid and more particularly delineated on the Plan annexed hereto and thereon coloured red (hereinafter called "the Demised Premises")

FOR THE TERM of Ninety nine years from the First day of May One thousand nine hundred and eighty-nine paying therefor to the Lessor if demanded during the said term the rent of one peppercorn per annum

2. The Board covenants with the Lessor as follows:-

- (1) To indemnify the Lessor against all outgoings payable in respect of the demised premises except income tax properly deducted.
- (2) To instal on the demised premises a pumping station to the satisfaction of the Council and to use the demised premises for that purpose only and to obtain and comply with all necessary statutory consents required in connection with the said use.
- (3) To indemnify the Lessor against all liability to third parties resulting from the erection or operation of the said Pumping Station
- (4) Not to assign Sub-let or part with possession of the demised premises or any part thereof without the consent in writing of the Lessor



Ebbw River

DOCKS WAY

PONTYNEW REEN

SANDY LANE

LIGHTHOUSE ROAD

PINE GROVE

NE
SE

C. Tapp

- (5) To ensure that nothing shall at any time be done upon the demised premises that shall be a nuisance annoyance or injury to any part of the Lessors adjoining property or its occupiers.
- (6) At the expiration of the term quietly to yield up to the Lessor the demised land and to reinstate the same if so required.
3. The Lessor covenants with the Board that the Board shall have quiet enjoyment of the demised premises against the Lessor and all persons claiming title through the Lessor.
4. If there shall be a breach of any of the Board's covenants the Lessor shall be entitled (in addition to any other right) to repossess the demised premises and this Lease shall then immediately terminate but without affecting the Lessor's right to sue the Board for any breach of covenants.
5. IT IS HEREBY CERTIFIED that the transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Thirty thousand pounds
- IN WITNESS whereof the Lessor has caused its Seal to be hereunto affixed and the Board has caused its Common Seal to be hereunto affixed the day and year first before written

THE COMMON SEAL OF THE CALDICOT AND
WENTLOOGE is hereunto affixed and)
is authenticated by:-)

THE SEAL OF THE CALDICOT AND
WENTLOOGE is hereunto affixed)
in pursuance of a Resolution)
of the Council)



C. Tapp
Chief Executive

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JTE/MCE

7th June, 1989

Mr. D.J. Porter,
Legal Executive Officer,
Borough of Newport,
Civic Centre,
NEWPORT, Gwent. NPT 4UR.

Dear Mr. Porter,

I now return draft Lease approved as drawn. I would be grateful if you could confirm that as originally tentatively agreed we may now proceed with the work at our early convenience, sealing the original Lease and counterpart at a later date

Yours sincerely,

Clerk to the Board.



NEWPORT BOROUGH COUNCIL

C. Tapp, LL.B., Chief Executive
CIVIC CENTRE, NEWPORT, GWENT. NP9 4UR. TEL. 0633 244491 Ext 3701
Telex 497385 NPT BC G
FAX: (0633) 244721

Reference DJP/PJB
D4/9

Your Reference JTE/DHB/MGE/DB29

11 May 1989

The Clerk
to the Board
The Caldicot & Wentlooge Levels Drainage
Board
Queens Chambers
2 North Street
Newport
Gwent

Dear Sir

RE: PROPOSED PUMPING STATION - SANDY LANE

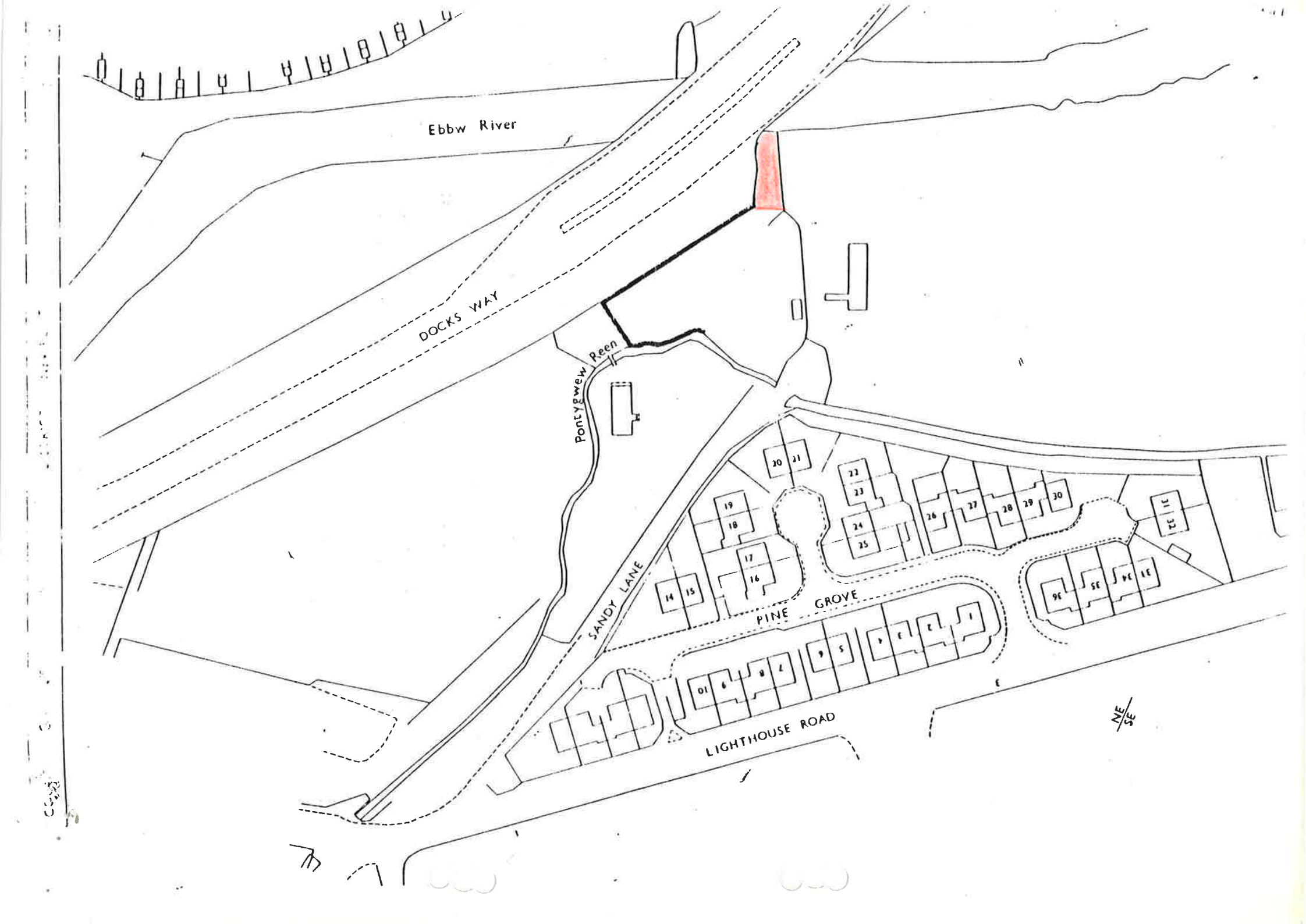
I refer to your correspondence with the Director of Development and I enclose the draft lease in respect of the above for approval.

Yours faithfully

D J PORTER
For Chief Executive

Enc

DB64



THIS LEASE dated the

day of

One thousand nine hundred and eighty-nine made B E T W E E N
NEWPORT BOROUGH COUNCIL of Civic Centre Newport in the County of Gwent
(hereinafter called "the Lessor") of the one part and THE CALDICOT AND
WENTLOOGE LEVELS DRAINAGE BOARD of Queens Chambers 2 North Street Newport
(hereinafter called "the Board") of the other part

W I T N E S S E T H as follows:-

1. In consideration of the sum of THREE THOUSAND POUNDS paid by the
Board to the Lessor (the receipt whereof is hereby acknowledged) the
Lessor hereby demises to the Board ALL THAT piece or parcel of land situate
at Sandy Lane Newport aforesaid and more particularly delineated on the Plan
annexed hereto and thereon coloured red (hereinafter called "the Demised
Premises")

FOR THE TERM of Ninety nine years from the First day of May One thousand
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during the said term the rent of one peppercorn per annum

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- (1) To indemnify the Lessor against all outgoings payable in respect of
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- (2) To instal on the demised premises a pumping station to the satisfaction
of the Council and to use the demised premises for that purpose only
and to obtain and comply with all necessary statutory consents required
in connection with the said use.
- (3) To indemnify the Lessor against all liability to third parties resulting
from the erection or operation of the said Pumping Station
- (4) Not to assign Sub-let or part with possession of the demised premises
or any part thereof without the consent in writing of the Lessor

- (5) To ensure that nothing shall at any time be done upon the demised premises that shall be a nuisance annoyance or injury to any part of the Lessors adjoining property or its occupiers.
- (6) At the expiration of the term quietly to yield up to the Lessee the demised land and to reinstate the same if so required.
3. The Lessor covenants with the Board that the Board shall have quiet enjoyment of the demised premises against the Lessor and all persons claiming title through the Lessor.
4. If there shall be a breach of any of the Board's covenants the Lessor shall be entitled (in addition to any other right) to repossess the demised premises and this Lease shall then immediately terminate but without affecting the Lessor's right to sue the Board for any breach of covenants.
5. IT IS HEREBY CERTIFIED that the transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Thirty thousand pounds
- IN WITNESS whereof the Lessor has caused its Seal to be hereunto affixed and the Board has caused its Common Seal to be hereunto affixed this day and year first before written

THE COMMON SEAL of THE CALDICOT AND)
WENTLOOGE is hereunto affixed and)
is authenticated by:-)