

DATED 15 August 2016

CHERWELL DISTRICT COUNCIL

-and-

THE OXFORDSHIRE COUNTY COUNCIL

-and-

COUNTRYSIDE PROPERTIES (BICESTER) LIMITED

-and-

LINDEN LIMITED

-and-

PERSIMMON HOMES LIMITED

-and-

BELLWAY HOMES LIMITED

-and-

COUNTRYSIDE PROPERTIES (UK) LIMITED

-and-

AVIVA PUBLIC PRIVATE FINANCE LIMITED

-and-

AVIVA INSURANCE ~~UK~~ LIMITED

-----  
**SUPPLEMENTAL PLANNING OBLIGATION AND  
DEED OF VARIATION**

relating to land at Whitelands Farm, South West Bicester  
adjoining Oxford Road and Middleton Stoney Road, Bicester  
Planning Application 13/00433/OUT  
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Reference JT/44320

Nick Graham, Chief Legal Officer and Monitoring Officer, Oxfordshire  
County Council, County Hall, New Road, Oxford, OX1 1ND

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**THIS DEED** is made on the 15<sup>th</sup> day of August 2016

**BETWEEN:-**

- (1) **CHERWELL DISTRICT COUNCIL** of Bodicote House, Bodicote Banbury, Oxfordshire OX15 4AA ("the District Council")
- (2) **THE OXFORDSHIRE COUNTY COUNCIL** whose principal office is at County Hall, New Road, Oxford OX1 1ND ("the County Council")
- (3) **COUNTRYSIDE PROPERTIES (BICESTER) LIMITED** (company number 4165427) whose registered office is at Countryside House, The Drive, Brentwood, Essex CM13 3AT ("the First Owner")
- (4) **LINDEN LIMITED** (company number 01108676) whose registered office is at Cowley Business Park, Cowley, Uxbridge, Middlesex UB8 2AL ("the Second Owner")
- (5) **PERSIMMON HOMES LIMITED** (company number 04108747) whose registered office is at Persimmon House, Fulford, York YO19 4FE ("the Third Owner")
- (6) **BELLWAY HOMES LIMITED** (company number 00670176) whose registered office is at Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle-upon-Tyne NE13 6BE ("the Fourth Owner")
- (7) **COUNTRYSIDE PROPERTIES (UK) LIMITED** (company number 00614864) whose registered office is at Countryside House, The Drive, Brentwood, Essex CM13 3AT ("CPUK")

(8) AVIVA PUBLIC PRIVATE FINANCE LIMITED (company number 02334210) whose registered office is at 2 Rougier Street, York YO90 1UU ("the First Mortgagee")

(9) AVIVA INSURANCE UK LIMITED (company number ~~99122~~)  
whose registered office is at ~~Surrey Street, Norwich, Norfolk NR1~~  
<sup>Pitheavlis, Perth PH2 0NH</sup>  
~~SNG~~ ("the Second Mortgagee")

1. Interpretation:-

1.1 Terms and expressions defined in the Principal Agreement shall have the same meaning in this Deed unless otherwise provided

1.2 The following words and expressions shall have the following meanings unless the context otherwise requires:-

"Application Site (Supplemental)" means the land at former Whitelands Farm, South West Bicester, Oxfordshire shown for purposes of identification only coloured red on the Supplemental Deed Site Plan attached to this Deed being part of the Land (as defined in the Principal Agreement)

"Balance Area" means the land at former Whitelands Farm, South West Bicester, Oxfordshire shown for the purposes of identification only coloured purple on the Supplemental Deed Site Plan attached to this Deed being the balance of the Land excluding the Application Site and the Sold Areas (Supplemental)

"Owners" means the First Owner, the Second Owner, the Third Owner and the Fourth Owner together

“Principal Agreement” means a planning obligation by deed of agreement dated 27 June 2008 made between A D Woodley Limited (1), Medical Centre Developments Limited (2), Richard Warren Jones (3), Countryside Properties (Bicester) Limited (4), The General Practice Finance Corporation Limited (5), Cherwell District Council (6), Oxfordshire County Council (7), relating to Planning Permission 06/00967/OUT as subsequently varied by

- (a) a Deed of Modification dated 8 April 2010 and made between Countryside Properties (Bicester) Limited (1), Medical Centre Developments Limited (2), The General Practice Finance Corporation Limited (3), Aviva Insurance UK Limited (4), Cherwell District Council (5) and the Oxfordshire County Council (6); and
- (b) a Deed of Modification of 30 August 2011 made between Countryside Properties (Bicester) Limited (1), Aviva Public Private Finance Limited (2), Aviva Insurance UK Limited (3) and The Oxfordshire County Council (4); and
- (c) a Deed of Agreement and Release dated 30 August 2011 and made between Cherwell District Council (1), Oxfordshire County Council (2), Countryside Properties (Bicester) Limited (3), Aviva Public Private Finance Limited (4) and Aviva Insurance UK Limited (5); and

- (d) a Deed of Modification dated 6 August 2015 and made between Countryside Properties (Bicester) Limited (1), Countryside Properties (UK) Limited (2), Aviva Public Private Finance Limited (3), Aviva Insurance UK Limited (4), Cherwell District Council (5), the Oxfordshire County Council (6), Cherwell District Council (7), Bromford Housing Association Limited (8) and Paradigm Homes Charitable Housing Association Limited (9)

“Sold Areas” means the land at Whitelands Farm, South West Bicester shown coloured yellow on the Supplemental Deed Site Plan attached to this Deed

“Supplemental Application” means application for outline planning permission dated 22 March 2013 submitted to the District Council and allocated reference number 13/00433/OUT for development of the Application Site (Supplemental) for construction of up to an additional 100 dwellings above those permitted under planning consent reference 06/00967/OUT to allow across the Application Site (Supplemental) up to a total of 978 dwellings along with local centre including public open space, local centre and community facilities, landscaping, open space, parking and access for approved spine road

“Supplemental Permission” means the planning permission subject to conditions to be issued by the District Council pursuant to the Supplemental Application

“Sports Village Land and Sports Area Plan” means plan 180601U-1-S106-018 attached to this Deed

“Supplemental Deed Site Plan” means plan 180601U-1-S106-016-C attached to this Deed

- 1.3 References to the First Owner, the Second Owner, the Third Owner, the Fourth Owner, CPUK, the First Mortgagee and the Second Mortgagee include their respective successors in title and assigns to their interest in the Application Site (Supplemental)
- 1.4 Provisions as to interpretation set out in clauses 1.1 - 1.9 of the Principal Agreement shall apply to this Deed as if they were set out in full

## **2. Preliminary**

- 2.1 The District Council is the local planning authority for the purposes of the 1990 Act for the area in which the Land is situated.
- 2.2 The County Council is a local planning authority for the purposes of the 1990 Act for the area in which the Land is situated and the local highway authority and the education authority for the area in which the Land is situated and has powers and duties in respect of libraries and social and health care
- 2.3 The First Owner is the owner of the freehold of part of the Application Site (Supplemental) registered at the Land Registry under title number ON 223414 subject to the interests of the First Mortgagee and the Second Mortgagee but otherwise free from incumbrances.

- 2.4 The Second Owner is the owner of the freehold of part of the Application Site (Supplemental) registered with absolute title under title number ON314287
- 2.5 The Third Owner is the owner of the freehold of part of the Application Site (Supplemental) registered with absolute title under title number ON311404 subject to a charge in favour of the First Owner
- 2.6 The Fourth Owner is the owner of part of the Application Site (Supplemental) registered with absolute title under title number ON321917 subject to a charge in favour of the First Owner
- 2.7 The First Owner was previously the owner of the Sold Areas and has disposed of all its interest in the Sold Areas
- 2.8 The First Owner has applied for planning permission for development as set out in the Supplemental Application and the District Council has resolved that subject inter alia to completion of this Deed the Supplemental Permission should be granted
- 2.9 This Deed varies and is supplemental to the Principal Agreement
- 2.10 The parties acknowledge and accept that this Deed does not vary any of the provisions of the Principal Agreement insofar as they relate to the Sold Areas but this Deed does vary the provisions of the Principal Agreement as set out in this Deed in respect of the Application Site (Supplemental) and as applicable the Balance Area

### 3. Legal Effect

- 3.1 This Deed is made under Section 106 and Section 106A of the 1990 Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers and save in respect of clause 9 is a planning obligation for the purposes of Section 106 of the 1990 Act entered into by the Owners, CPUK, the First Mortgagee and the Second Mortgagee in respect of their interests in the Application Site (Supplemental) and as provided in clause 3.2 the Balance Area and is enforceable by the District Council and the County Council
- 3.2 It is confirmed that the provisions of clauses 5.6, 5.7 and 5.10 clause 6.3 and clause 9 (and thereby associated definitions in relation to all referenced clauses) are not enforceable in respect of the Balance Area
- 3.3 For the avoidance of doubt the provisions of clause 2.11 – 2.20 and the provisions of clause 3 (notifications quarterly returns and interest), 4.2 (reimbursement of costs of enforcement), 5 (third party rights), 6 (no waiver), 7.1 and 7.3 – 7.6 (notices), 8 (no fetter), 9 (value added tax), 10 (data protection) of the Principal Agreement shall apply (mutatis mutandis) as if they were set out in full in this Supplemental Planning Obligation and Deed of Variation subject always to the variations contained in this Supplemental Planning Obligation and Deed of Variation and any references to "the Planning Permission" being



interpreted to mean "the Supplemental Permission" for the purposes of this Deed

3.4 This Deed is governed by and interpreted in accordance with the law of England

#### 4. **Conditionality**

The provisions of this Deed shall be conditional upon the grant of the Supplemental Permission

#### 5. **Variations**

The parties hereby agree and declare that from the date of grant of the Supplemental Permission the provisions of the Principal Agreement shall be varied as follows and all references to the Principal Agreement in the Principal Agreement shall take effect as references to the Principal Agreement as modified by this Supplemental Planning Obligation and Deed of Variation

#### DEFINITIONS

5.1 The following new definitions shall be inserted in the Principal Agreement:-

5.1.1 "Application Site (Supplemental)" means the land coloured red on the Supplemental Deed Site Plan attached to the Supplemental Deed

5.1.2 "Balance Area" means the land coloured purple on the Supplemental Deed Site Plan attached to the Supplemental Deed

*S*  
*NYM R*  
*JH*

5.1.3 "the County Additional Contribution" means the sum calculated as follows: the Final Number less 928 multiplied by the sum of £10,200 Index Linked and the County Additional Contribution is comprised as set out in column 2 of table 1 to the Supplemental Deed to be used for the corresponding purposes set out in column 3 of that table PROVIDED THAT where the Final Number less 928 results in zero or a negative number no contribution shall be payable nor shall any refund be payable

5.1.4 "County Initial Supplemental Contribution" means the sum of £509,997 Index Linked and comprises the sums set out in column 1 of table 1 contained in the Supplemental Deed to be used for the corresponding purposes set out in column 3 of that table.

5.1.5 "the District Additional Contribution" means the sum calculated as follows: the Final Number less 928 multiplied by the sum of £3,242.99 Index Linked and the District Additional Contribution is comprised as set out in column 2 of table 2 to the Supplemental Deed to be used for the corresponding purposes set out in column 3 of that table PROVIDED THAT where the Final Number less 928 results in zero or a negative number no contribution shall be payable nor shall any refund be payable

5.1.6 "District Initial Supplemental Contribution" means the sum of £164,149.58 Index Linked and comprises the sums set out in column 1 of table 2 contained in the Supplemental

Deed to be used for the corresponding purposes set out in column 3 of that table.

5.1.7 "Final Number" means the number of Dwellings at the Application Site (Supplemental) for which Qualifying Permission or as applicable Reserved Matters Approval (Supplemental) has been granted

5.1.8 "Reserved Matters Approval (Supplemental)" means a reserved matters approval in respect of the Supplemental Permission

5.1.9 "Supplemental Application" means planning application reference 13/00433/OUT

5.1.10 "Supplemental Deed" means the Supplemental Planning Obligation and Deed of Variation of 2016 made between Cherwell District Council (1), Oxfordshire County Council (2), Countryside Properties (Bicester) Limited (3), Linden Limited (4), Persimmon Homes Limited (5), Bellway Homes Limited (6), Countryside Properties (UK) Limited (7) Aviva Public Private Finance Limited (8), Aviva Insurance ~~UK~~ Limited (9)

5.1.11 "Supplemental Permission" means planning permission further to the Supplemental Application

5.2 The definitions of the following words and expressions in the Principal Agreement shall be varied as follows:-

5.2.1 The definition of "Development" shall be replaced by the following:

“Development” means(unless the context otherwise requires the use of the definition of the Development as originally set out in the Principal Agreement) up to 1685 number dwellings; health village to include health and employment uses and elderly persons nursing home; B1 and B2 employment uses; local centre comprising shops, a pub/restaurant, children’s day nursery, offices and a community centre, 2 number primary schools and 1 number secondary school; a hotel; a sports pavilion; formal and informal open spaces; a link road between A41 and Middleton Stoney Road/Howes Lane junction; associated new roads, junctions, parking, infrastructure, earthworks and new accesses to agricultural land as more particularly described in the Planning Application, Supplemental Application and any Qualifying Application

5.2.2 The definition of “Dwelling” shall be replaced by the following:

““Dwelling” means a building (being a building erected or proposed to be erected upon the Land as part of the Development pursuant to a Qualifying Permission or as part of the development further to the Supplemental Permission) or part of such building designed for

residential occupation by a single household and includes Affordable Housing Units”

5.2.3 The definition of “County Contributions” shall be amended to include reference to " the County Initial Supplemental Contribution and if applicable the County Additional Contribution".

5.2.4 The definition of “District Contributions” shall be amended to include reference to " the District Initial Supplemental Contribution and if applicable the District Additional Contribution".

5.2.5 There shall be added to the definition of Index Linked the following:-

- “In relation to the County Initial Supplemental Contribution and the County Additional Contribution adjusted according to any fluctuation occurring between 4Q 2013 and the quarter period in which the relevant payment is paid (by reference to the index value for that quarter) in the BCIS PUBSEC (Price Index of Public Sector Building Non Housing) within the BCIS Public Sector Price and Cost Indices and made available through the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors or in the event the PUBSEC Index is no longer published or the calculation method used is substantially altered then the Building Cost Information Service (BCIS)

All In Tender Price Index or an appropriate alternative index as may be agreed in writing by the Owners and the County Council and at the date of the change from the PUBSEC Index to either the BCIS All In Tender Price Index or alternative index the calculation shall utilise the last published firm index figure for the respective indices

- In relation to the District Initial Supplemental Contribution and the District Additional Contribution adjusted according to any fluctuations occurring between the first quarter 2016 and the quarter period in which the relevant payment is made in the BCIS All-in tender price index published by the Royal Institute of Chartered Surveyors”

#### OTHER VARIATIONS – GENERAL PROVISIONS

5.3 Clause 2.13.4 shall be adjusted by the insertion of reference to the following additional clauses:- 26A, 26B, 38.20,38.21, 49A.1 and 49A.2

5.4 Clause 3.2 shall be varied by:-

5.4.1 The insertion of the following additional sub clauses:  
“3.2.23.B The occupation of the 928th Dwelling to be Occupied at the Application Site (Supplemental)

3.2.23C The occupation of the first Dwelling to be Occupied at the last Parcel at the Application Site (Supplemental) for which a Qualifying Permission or as applicable Reserved Matters Approval (Supplemental) is issued”

5.4.2 The amendment of clause 3.2.24 by the insertion after the words “Qualifying Permission has been granted” of the following:-

“or for which Reserved Matters Approval (Supplemental) has been granted”

5.5 The following clause 7.2.9 shall be inserted:  
“7.2.9 on the Second Owner, the Third Owner and the Fourth Owner marked for the attention of the company secretary or such other person as the Second Owner, the Third Owner or the Fourth Owner as applicable may advise from time to time at their respective addresses as set out in the Supplemental Deed”

#### VARIATION – PAYMENTS (DISTRICT)

5.6 A new clause 26A and a new Clause 26B shall be inserted:

“26A. to pay to the District Council the District Initial Supplemental Contribution on the earlier of:-

26A.1 the Occupation of the 1500<sup>th</sup> Dwelling

26A.2 the date of first Occupation of any Dwelling at the last Parcel at the Application Site (Supplemental) for which

Qualifying Permission or as applicable Reserved Matters Approval (Supplemental) is granted

And if such payment has not been made on or before the due date for payment not to cause or permit the Occupation of any further Dwelling at the Application Site (Supplemental) until the outstanding payment (plus Interest) has been made in full to the District Council

26B to pay to the District Council the District Additional Contribution on the earlier of:-

26B.1 the date of first Occupation of any Dwelling at the last Parcel at the Application Site (Supplemental) for which Qualifying Permission or as applicable Reserved Matters Approval (Supplemental) has been granted

26B.2 the date when both the following conditions are satisfied

26B.2.1 the Occupation of the 928<sup>th</sup> Dwelling at the Application Site (Supplemental); and

26B.2.2 the grant of Qualifying Permission or as applicable Reserved Matters Approval (Supplemental) for the last Parcel at the Application Site (Supplemental)

And if such payment has not been made on or before the due date for payment not to cause or permit the Occupation of any further Dwelling at the Application Site (Supplemental) until the outstanding payment (plus Interest) has been made in full to the District Council



## VARIATION – PAYMENTS (COUNTY)

5.7 A new Clause 38.20 and a new clause 38.21 shall be inserted as follows:-

“38.20 to pay to the County Council the County Initial Supplemental Contribution on the earlier of:-

38.20.1 the Occupation of the 1500<sup>th</sup> Dwelling

38.20.2 the date of first Occupation of any Dwelling at the last Parcel at the Application Site (Supplemental) for which Qualifying Permission or as applicable Reserved Matters Approval (Supplemental) is granted And if such payment has not been made on or before the due date for payment not to cause or permit the Occupation of any further Dwelling at the Application Site (Supplemental) until the outstanding payment (plus Interest) has been made in full to the County Council

38.21 to pay to the County Council the County Additional Contribution on the earlier of:-

38.21.1 the date of first Occupation of any Dwelling at the last Parcel at the Application Site (Supplemental) for which Qualifying Permission or as applicable Reserved Matters Approval (Supplemental) has been granted

38.21.2 the date when both the following conditions are satisfied

38.21.2.1 the Occupation of the 928<sup>th</sup> Dwelling at the Application Site (Supplemental); and

38.21.2.2 the grant of Qualifying Permission or as applicable Reserved Matters Approval (Supplemental) for the last Parcel at the Application Site (Supplemental)

And if such payment has not been made on or before the due date for payment not to cause or permit the Occupation of any further Dwelling at the Application Site (Supplemental) until the outstanding payment (plus Interest) has been made in full to the County Council

5.8 in line 2 of clause 38.15 the word "not" is inserted before the words "to cause or permit".

#### VARIATIONS – CLAUSE 49

5.9 In clause 49 the figure "1585" is replaced by "1685"

5.10 Clause 49A is inserted as follows:-

49A "The Owners covenant with the District Council and separately with the County Council:

49A.1 not to cause or permit more than 978 Dwellings to be constructed on the Application Site (Supplemental) pursuant to the Planning Permission or any Qualifying Permission or Supplemental Permission (or any combination of such permissions) Provided Always that for the avoidance of doubt this restriction shall not operate to prohibit or restrict the right to develop any part of the Application Site (Supplemental) in accordance with a planning permission (other than the Planning Permission any Qualifying

Permission or the Supplemental Permission) granted (whether or not on appeal) after the date of this Deed

49A.2.1 it is agreed that the provisions of this clause 49A.2 are without prejudice to the provisions of clause 49A.1 and that all references to Dwellings in this clause 49A.2 signifies Dwellings constructed on the Application Site (Supplemental) pursuant to the Planning Permission or any Qualifying Permission or Supplemental Permission (or any combination of such permissions) :

49A.2.2 not to cause or permit the Occupation of more than the Final Number of Dwellings (being the number of Dwellings as used for the calculation and payment of the County Additional Contribution and the District Additional Contribution) unless prior to the Occupation of each such additional Dwelling there has been paid:-

49A.2.2.1 To the District Council the sum of £3,242.99 Index Linked per additional Dwelling above the Final Number; and

49A.2.2.2 To the County Council the sum of £10,200 Index Linked per additional Dwelling above the Final Number

49A.3 The Qualifying Permission or as applicable Reserved Matters Approval (Supplemental) obtained for the last Parcel at the Application Site (Supplemental) for which Qualifying Permission or as applicable Reserved Matters Approval (Supplemental) is obtained shall be for no less than 25 Dwellings

49A.4 to supply to the County Council within 7 days of the grant of each Qualifying Permission or as applicable Reserved Matters Approval (Supplemental) in respect of the Application Site (Supplemental) a copy of such permission

## **6 Principal Agreement**

6.1 Except as expressly amended by this Deed the Principal Agreement shall remain in full force and effect

6.2 The Owners CPUK, the District Council the County Council and the Mortgagees covenant with one another and agree that the following change to the Principal Agreement is required to address minor inconsistencies arising as a result of the previous modifications made to the Principal Agreement:

6.2.1 References in Schedule 1 of the Principal Agreement to "Phase" shall be replaced with "Parcel"

6.3 For the avoidance of doubt the Owners and the District Council agree that the provisions of clauses 13.2 to 13.10 (inclusive) clause 15 and Schedules 1, 2, 3 and 4 of the Principal Agreement in relation to Affordable Housing shall apply to the Application Site (Supplemental) and Supplemental Permission

## **7 Mortgagees and CPUK**

7.1 The First Mortgagee and the Second Mortgagee consent to the First Owner entering into this Supplemental Planning Obligation and Deed of Variation and acknowledge that the

Application Site (Supplemental) and as applicable the Balance Area is bound by the obligations contained herein to the intent that the security over the such land shall take effect subject to the Principal Agreement (as varied by this Supplemental Planning Obligation and Deed of Variation) but it is declared that neither the First Mortgagee or the Second Mortgagee shall be personally liable to comply with the obligations in this Deed unless it takes possession of such land or any part of it

7.2 CPUK consents to the First Owner entering into this Supplemental Planning Obligation and Deed of Variation and acknowledges that the Application Site (Supplemental) and as applicable the Balance Area is bound by the obligations contained herein to the intent that its interest in such land shall take effect subject to the Principal Agreement (as varied by this Supplemental Planning Obligation and Deed of Variation) but it is declared that it shall not be liable to comply with obligations in this Deed unless it exercises its option or otherwise acquires a further interest in such land or part of it, or takes possession of such land or any part of it or undertakes any part of the Development on it

## **8 Costs**

8.1 The First Owner will on completion of this Deed pay to the District Council and the County Council their respective

reasonable legal costs in connection with the preparation and completion of this Deed

8.2 The First Owner will on completion of this Deed pay to the District Council the sum of £1,000 as a contribution towards the costs of monitoring and administration relating to this Deed

8.3 The First Owner agrees to pay to the County Council on completion of this Deed the sum of £5,000 as a contribution towards the costs of administration and monitoring relating to this Deed

## **9 Miscellaneous**

Each of the Second Owner, the Third Owner and the Fourth Owner confirm that rights granted by the First Owner on the transfer of the land comprised in Land Registry Title Nos ON314287, ON311404 and ON321917 respectively do not provide any rights in respect of the Sports Area shown hatched brown on the Sports Village Land and Sports Area Plan attached to this Deed (which Sports Area formed part of the Sports Village Land (as defined in the Principal Agreement and shown coloured brown on the Sports Village Land and Sports Area Plan)) and the Second Owner, the Third Owner and the Fourth Owner consent to the noting of such confirmation on the aforesaid Title Numbers.

TABLE 1

## County Contributions

Composition of the County Initial <i>Supplemental</i> Contribution	Composition of the County Additional Contribution per Dwelling	Use of County Contributions
£10,450	£209	The improvement of adult day care provision at the facility at Launton Road, Bicester
£9,638	£193	Book stock provision at Bicester Library
£253,205	£5,064	New primary school at Kingsmere (south west Bicester)
£197,684	£3,954	Secondary school at Kingsmere (South West Bicester)
£39,020	£780	Cycle measures at the junction of Middleton Stoney Road and Howes Lane, Bicester

All payments to be Index Linked

TABLE 2

District Contributions

Composition of the District Initial Supplemental Contribution	Composition of the District Additional Contribution per Dwelling	Use of District Contributions
£1,940.50	£38.81	Salary costs of the community development worker
£37,626	£752.52	The improvement and enhancement of Bicester and Ploughley Leisure Centre, Bicester
£10,408.64	£208.17	Improvement, enhancement and future maintenance of the Open Space
£64,413.44	£1288.27	Improvement, enhancement and future maintenance of the Play Areas
£49,761	£955.22	Improvement, enhancement and future maintenance of the Sports Village Land

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*JH*  
*JS*

All payments to be Index Linked

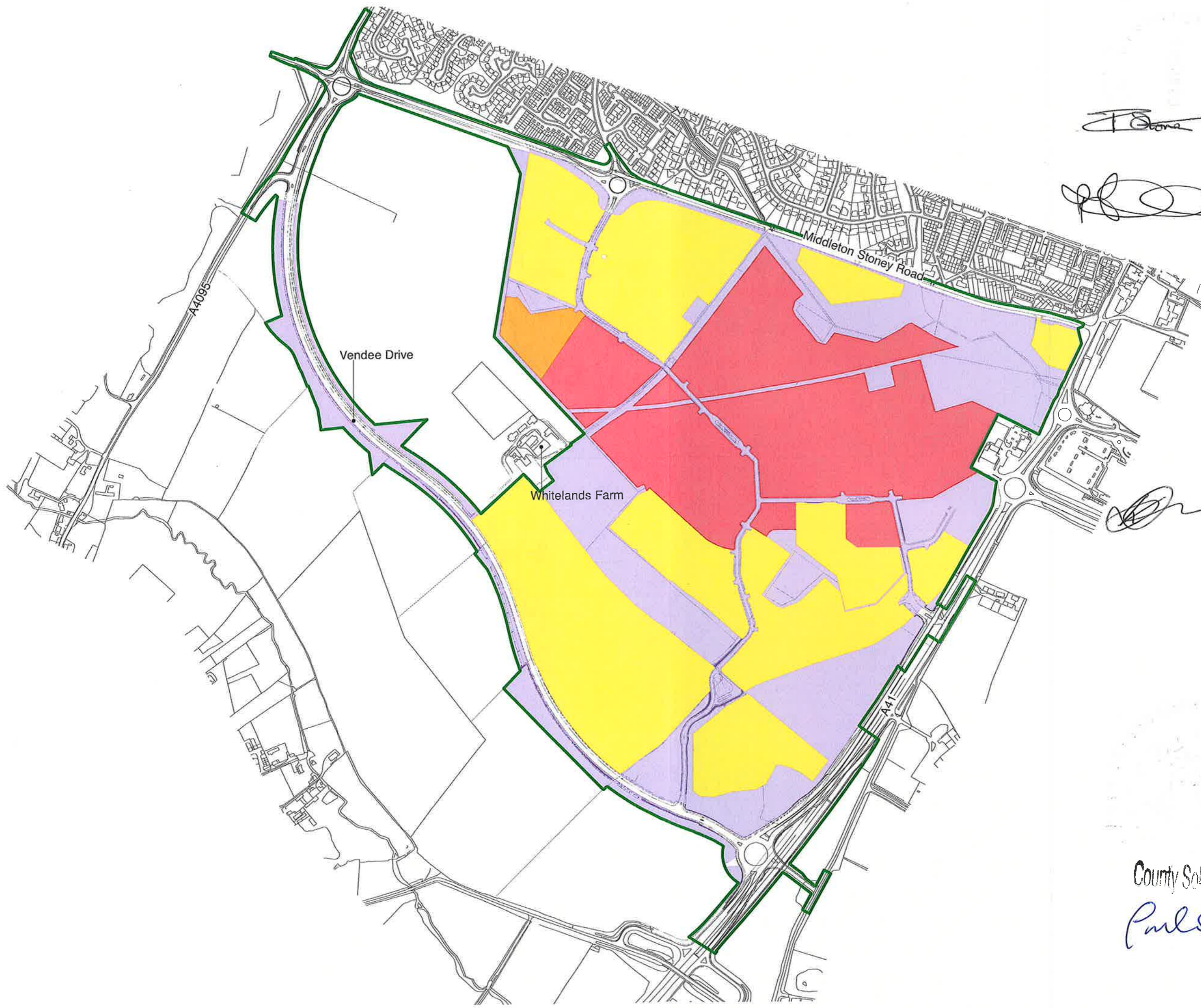


- Land (depicting application boundary for planning permission reference 08/00987/OUT)
- Application site (supplemental)
- Sold areas
- Balance area
- Land subject to separate planning permission (sold area)

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SW Bicester Phase 1  
Countrywide Properties Ltd

Section 106 Agreement  
Supplemental Deed - Site Plan

180601U-1-S105-016	Revision: C
For Information	Date issued: 04/2016
1:7000@A3	Drawn by: GP Checked by: RB

County Solicitor *[Handwritten signature]*

*[Handwritten signature]*



TERENCE GOURKE  
028 2524 8765

- Land (depicting application boundary for planning permission reference 06/00987/0/1)
- Sports village land
- Sports area

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SW Bicester Phase 1  
Countryside Properties Ltd

Section 106 Agreement  
Sports Village Land and Sports Area Plan

180601U-1-S106-018	History
	Date made: 05/2016
For Information	Checked by: RB

Based upon the 2015 Ordnance Survey Mastermap vector data with the permission of the Ordnance Survey on behalf of the Ministry of Defence. © Crown Copyright. Terence O'Rourke Ltd. Licence No. 10019993



TERENCE O'ROURKE  
125-126A 47th  
www.terenceorourke.com

County Solicitor/Designated Officer

*[Handwritten signature]*



**IN WITNESS** whereof the parties hereto have executed this Deed as a deed the day and year first before written

**THE COMMON SEAL** of **THE** )  
**CHERWELL DISTRICT COUNCIL** )  
was affixed to this Deed )  
in the presence of:- )



CDC  
19/46

Authorised Signatory

**THE COMMON SEAL** of **THE** )  
**OXFORDSHIRE COUNTY COUNCIL** )  
was affixed to this Deed )  
in the presence of:- )

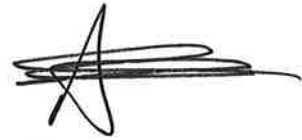


580/16

Chief Legal Officer/  
Designated Officer

THE COMMON SEAL of )  
COUNTRYSIDE PROPERTIES )  
(BICESTER) LIMITED )  
was affixed to this Deed in the )  
presence of:- )

Director



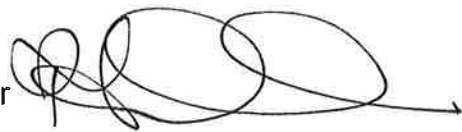
Secretary



EXECUTED AS A DEED BY PETER CARPINELLI AND PAUL HOPKINS

THE COMMON SEAL of )  
AS ATTORNEYS FOR )  
LINDEN LIMITED )  
UNDER A POWER OF ATTORNEY )  
DATED 9TH MAY 2016 )  
was affixed to this Deed in the )  
presence of:- )

Director



Secretary

R Pramayon



SIGNATURE OF WITNESS

NAME OF WITNESS

ADDRESS OF WITNESS

RACHEL PRAMAYON

18D CROFT DRIVE  
MILTON PARK  
ABINGDON  
OX14 4RP

Executed as a deed by: Kevin Johnson

and: PAUL STONES

as attorneys for **PERSIMMON HOMES LIMITED**  
authorised by a power of attorney dated  
1 July 2015

[Signature]

[Signature]

WITNESS SIGNATURE: B. O'Mahoney  
WITNESS NAME: B. O'MAHONEY ~~Secretary~~  
ADDRESS: 3 WATERSIDE WAY,  
NORTHAMPTON, NN4 7XD  
OCCUPATION: LAND MANAGER

**THE COMMON SEAL** of )  
Executed as a deed by )  
**BELLWAY HOMES LIMITED** )  
acting by a director: )  
~~was affixed to this Deed in the~~ )  
and ~~secretary~~ )  
presence of:            )

Director [Signature]

Secretary [Signature]

**EXECUTED** as a Deed (but not )

delivered until dated by )

**COUNTRYSIDE PROPERTIES (UK)** )

**LIMITED** <sup>acting by a director.</sup> in the presence of:- )

  
Director



Witnessed By:

Name: TM Warren

Address: The Mole Hill, Hollow Road, Molehill Green,  
Nr. Felsted, Great Dunmow, Essex, CM6 3JF.

Occupation: Chartered Secretary

**EXECUTED** as a **DEED** (but not delivered until the date inserted above) by

**MARCIA MADEINE SMITH**  
**AS ATTORNEY FOR**  
**AVIVA PUBLIC PRIVATE FINANCE LIMITED** )

In the presence of )



Signature of witness **Barbara Meek**.

Name of witness **BARBARA MEEK**.

Address of witness Carrara 0, Surrey Street,  
Norwich NR1 3UY

Occupation of witness Administrative Assistant

The Common Seal of  
~~Executed as a deed by.~~

THE COMMON SEAL of )

Loyal Spencer

AVIVA INSURANCE LIMITED )

Acting by its Attorney

*Rushbrook*

In the presence of:-

Signature of witness

*Aleksandra*



Name of witness

Aleksandra Antoniak

Address of witness

14 Surrey Street, Norwich, NR1 3GG

Occupation of witness

Assistant Underwriter

CSRNO18/571