

DATED 13 September 2016

(1) CHERWELL DISTRICT COUNCIL

(2) OXFORDSHIRE COUNTY COUNCIL

(3) COUNTRYSIDE PROPERTIES (BICESTER) LIMITED

(4) COUNTRYSIDE PROPERTIES (UK) LIMITED

(5) AVIVA PUBLIC PRIVATE FINANCE LIMITED

(6) AVIVA INSURANCE LIMITED

DEED OF VARIATION OF PLANNING AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990 relating to Whitelands Farm, South West Bicester, Oxfordshire



Pinsent Masons

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THIS DEED is made the 13th day of September 2016

BETWEEN:-

- (1) **CHERWELL DISTRICT COUNCIL** of Bodicote House Bodicote Banbury Oxfordshire OX15 4AA ("the District Council")
- (2) **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) **COUNTRYSIDE PROPERTIES (UK) LIMITED** (company number 614864) whose registered office is at Countryside House The Drive Brentwood Essex CM13 3AT ("CPUK")
- (5) **AVIVA PUBLIC PRIVATE FINANCE LIMITED** (company number 02334210) whose registered office is at 2 Rougier Street, York, YO90 1UU ("the First Mortgagee");
- (6) **AVIVA INSURANCE LIMITED** (company number SC002116) whose registered office is at Pitheavlis, Perth, PH2 0NH ("the Second Mortgagee")

RECITALS

- (A) The District Council is the local planning authority for the purposes of the 1990 Act for the area in which the Land (as defined in the Principal Agreement (as defined below)) is situated which is shown edged green on the Plan.
- (B) The County Council is the county planning authority for the purposes of the 1990 Act and has for the area in which the Land is situated sundry powers and duties in respect of education, the provision of library facilities, museums, social care, waste disposal, and in respect of highways and the regulation of traffic.
- (C) The Principal Agreement was made pursuant to Section 106 of the 1990 Act in relation to the Land.
- (D) The Sub-Sold Land (as defined below) is part of the Land that has been sold by the Owner and that is being constructed upon and/or is or will be the subject of reserved matters approvals submitted by various individual developers who own the Sub-Sold Land pursuant to the Site Permission.
- (E) The First Owner is the freehold owner of the Land (2016) being the balance of the Land (excluding the Sub-Sold Land) that is registered under Title No. ON223414 and which is subject to various charges in favour of the Mortgagee and the Second Mortgagee and to the interest of CPUK as the owner of an option to purchase part of the Land but otherwise free from incumbrances.

- (F) Site 2 is the subject of a planning application reference 13/00847/OUT in relation to which a separate planning obligation (defined below as the Site 2 Planning Obligation) is intended to be entered into.
- (G) The parties have agreed to vary the Principal Agreement (to the extent specified in Recital (H)) in part so as to regularise existing arrangements and it is confirmed that the First Owner has put in place an agreement for the delivery of the Local Service in accordance with revised Schedule 10 attached to this Deed (and that currently no subsidy contract is required to secure the provision of the Inter Urban Service in accordance with revised Schedule 10 attached to this Deed).
- (H) The parties acknowledge and accept that this Deed does not vary any of the provisions in the Principal Agreement insofar as they relate to the Sub-Sold Land but that this Deed does vary the provisions of the Principal Agreement as set out in this Deed in respect of the Land (2016).

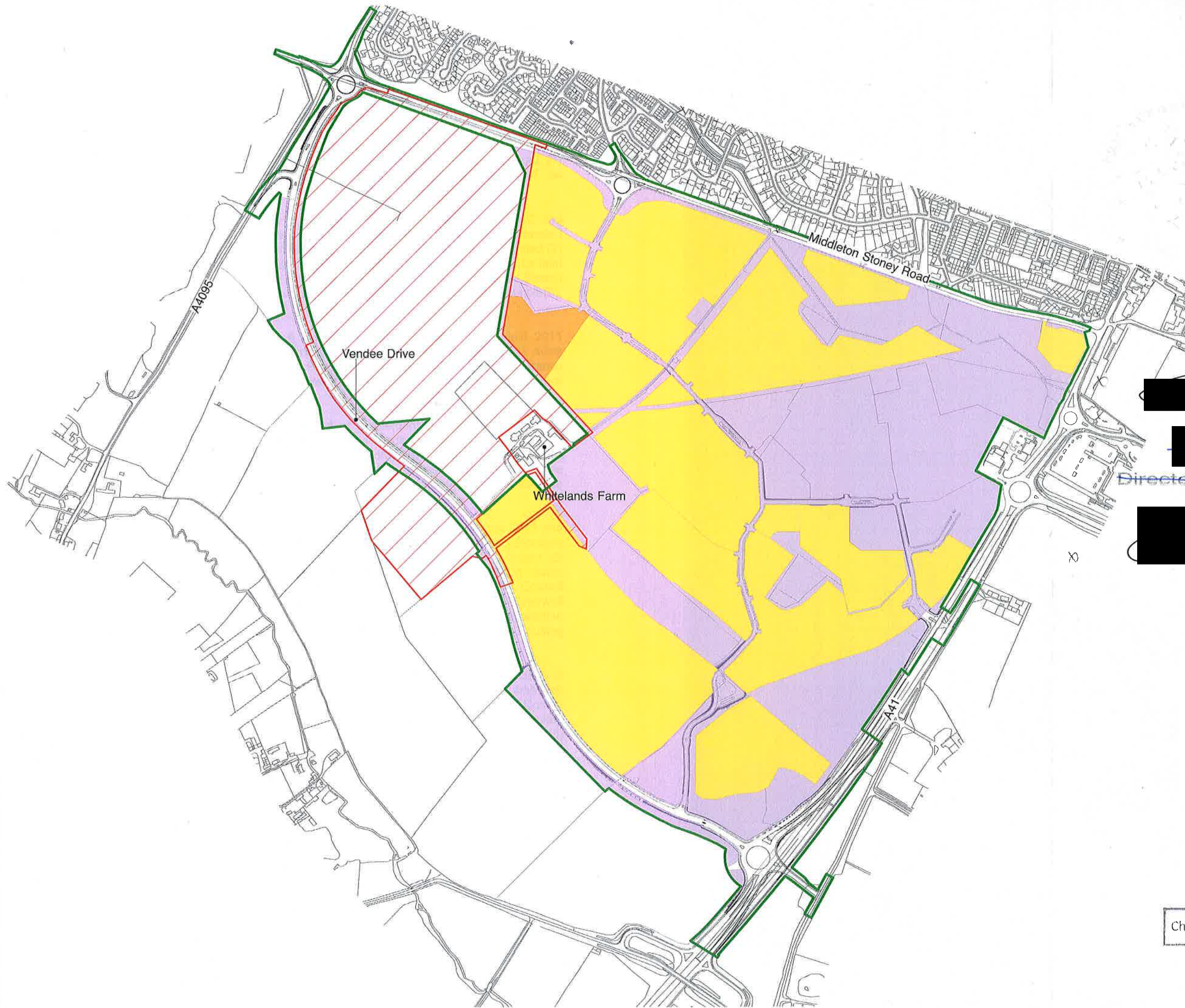
IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following words and phrases shall have the following meanings:-

- | | |
|----------------------|--|
| "1990 Act" | means the Town and Country Planning Act 1990 (as amended from time to time) |
| "DOV Bond" | means a bond in the sum of £1,125,000 (one million one hundred and twenty five thousand pounds) from Aviva Insurance Limited in the form attached to this Deed as Appendix 6 |
| "Land (2016)" | means the balance of the Land (excluding the Sub-Sold Land) as shown coloured mauve on the Plan |
| "the Owner" | means the First Owner |
| "the Plan" | means the Drawing Reference 180601U-1-S106-019 Rev A attached to this Deed |

- Land (depicting application boundary for planning permission reference 08/00967/OUT)
- Sub sold land
- Land 2016
- Land subject to separate planning permission (sold area)
- Site 2 (Phase 2 planning permission reference 13/00847/OUT)



Director

Director / Secretary

Revisions
Rev A: 12.05.16 Additional land added to sub sold land

SW Bicester Phase 1
Countryside Properties Ltd

COC
19153

Section 106 Deed of Variation
Sites Plan

180601U-1-S106-019	Revision: A
For Information	Date Issued: 05/2016
1:7000@A3	Drawn By: GP Checked By: RB

Based upon the 2014 Outline & Survey Memorandum of Understanding with the proprietor of the Countryside Properties (UK) Ltd. Licence No. 10010935.
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Chief Legal Designated Officer



TERENCE
BOURKE

"Principal Agreement"

means a Planning Obligation by Deed of Agreement dated 27 June 2008 and 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 dated 30 August 2011 Countryside Properties (Bicester) Limited (1) Aviva Public Private Finance Limited (2) Aviva Insurance UK Limited (3) and the Oxfordshire County Council (4)

(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) Aviva Insurance UK Limited (5)

(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)

(e) a Supplemental Planning Obligation and Deed of Variation dated 15 August 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 Limited (9)

"Site 2"

means the land shown hatched red on the Plan which is intended to be subject to the Site 2 Planning Obligation and in relation to which Site 2 Application has been submitted and to which the Site 2 Planning Obligation will relate

"Site 2 Application"

means planning application reference 13/00847/OUT for development of Site 2

- "Site 2 Planning Obligation"** means a proposed planning obligation relating to the Site 2 Application to be made between Cherwell District Council (1), Oxfordshire County Council (2), Countryside Properties (Bicester) Limited (3) , A.D. Woodley Limited (4), Aviva Public Private Finance Limited (5) and Aviva Insurance Limited (6) and a copy of extracts of the definitions of the proposed planning obligation is attached as Appendix 5
- "Site Permission"** the outline planning permission granted by the District Council on 27 June 2008 with respect to the Land and allocated reference number 06/00967/OUT
- "Sub-Sold Land"** means the part of the land shown coloured yellow on the Plan

- 1.2 Words and expressions defined in the Principal Agreement shall have the same meaning in this Deed
- 1.3 References to the Owner, CPUK, the First Mortgagee and the Second Mortgagee include their successors in title to their respective interests in the Land (2016) and as applicable Site 2
- 1.4 Provisions as to interpretation set out in clause 1.1 to 1.9 of the Principal Agreement shall apply to this Deed as if they were set out in full.
- 1.5 This Deed varies and is supplemental to the Principal Agreement
- 1.6 This Deed is made under Section 106 and Section 106(A) 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 is a planning obligation for the purposes of Section 106 of the 1990 Act in respect of the Land (2016) enforceable by the County Council and the District Council and as regards the provisions of clauses 3.9, 3.12 and 3.13 to this Deed corresponding provisions (*mutatis mutandis*) are intended to be included in the Site 2 Obligations in respect of Site 2 and enforceable by the County Council and the District Council.

2. EXTENT OF VARIATIONS

- 2.1 Except as varied by clause 3 of this Deed the Principal Agreement shall remain in full force and effect.
- 2.2 For the avoidance of doubt all references in the Principal Agreement to that agreement shall take effect as references to that agreement as varied by this Deed and all references to clauses, schedules and appendices in and to the Principal Agreement shall take effect as references to such clauses, schedules and appendices as varied by this Deed.
- 2.3 Clauses 2.12 – 2.20 and the provisions of Clauses 3 (Notifications Quarterly Returns and Interest), Clause 4.2 (reimbursement of costs and enforcement), Clauses 5 (Third Party Rights), 6 (No Waiver), 7 (Notices), 8 (No Fetter), 9 (Value Added Tax) 10 (Data Protection) from the Principal Agreement shall apply as if they were incorporated into this Deed in full *mutatis mutandis*.

3. VARIATIONS

It is hereby agreed between the District Council, the County Council and the other parties to this Deed that the Principal Agreement is varied pursuant to S106A of the 1990 Act in respect of the Land (2016) as follows:

DEFINITION

3.1 The following definitions are inserted in the Principal Agreement at clause 1:

"Bus Layby (Northbound) Contribution" means the sum of £50,000 (Fifty Thousand pounds) payable towards the provision of a layby (with or without shelter) for use by buses on the north bound A41 (shown for illustration purposes only hatched purple on the Bus Layby Plan) suitable for use by bus services serving the Development

"Bus Layby (Southbound) Contribution" means the sum of £50,000 (Fifty Thousand pounds) payable towards the provision of a layby (with or without shelter) for use by buses on the south bound A41 (shown for illustration purposes only hatched purple on the Bus Layby Plan) suitable for use by bus services serving the Development

"Bus Layby Plan" means the plan appended to the Deed of Variation entitled "A41 Bus Stop Location Plan" Drawing Reference 180601U-1-S106-022

"Deed of Variation" means a deed of variation dated 2016 and made between Cherwell District Council (1), Oxfordshire County Council (2), Countryside Properties (Bicester) Limited (3), Countryside Properties (UK) Limited (4), Aviva Public Private Finance Limited (5), and Aviva Insurance Limited (6)

"Development (Site 2)" has the meaning assigned to "Development" in the Planning Agreement Site 2

"Dwelling (Site 2)" has the meaning assigned to "Dwelling" in the Planning Agreement Site 2

"Implementation (Site 2)" has the meaning assigned to "Implementation" in the Planning Agreement Site 2

"Occupation (Site 2)" has the meaning assigned to "Occupation" in the Planning Agreement Site 2

"Owner" means the First Owner as that term is defined in the Deed of Variation

"Planning Agreement Site 2" means a proposed planning obligation relating to Site 2 to be made between Cherwell District Council (1), Oxfordshire County Council (2), Countryside Properties (Bicester) Limited (3), A.D. Woodley Limited (4), Aviva Public Private Finance Limited (5) and Aviva Insurance Limited (6) and a copy of extracts of the definitions of the proposed planning obligation are attached to the Deed of Variation

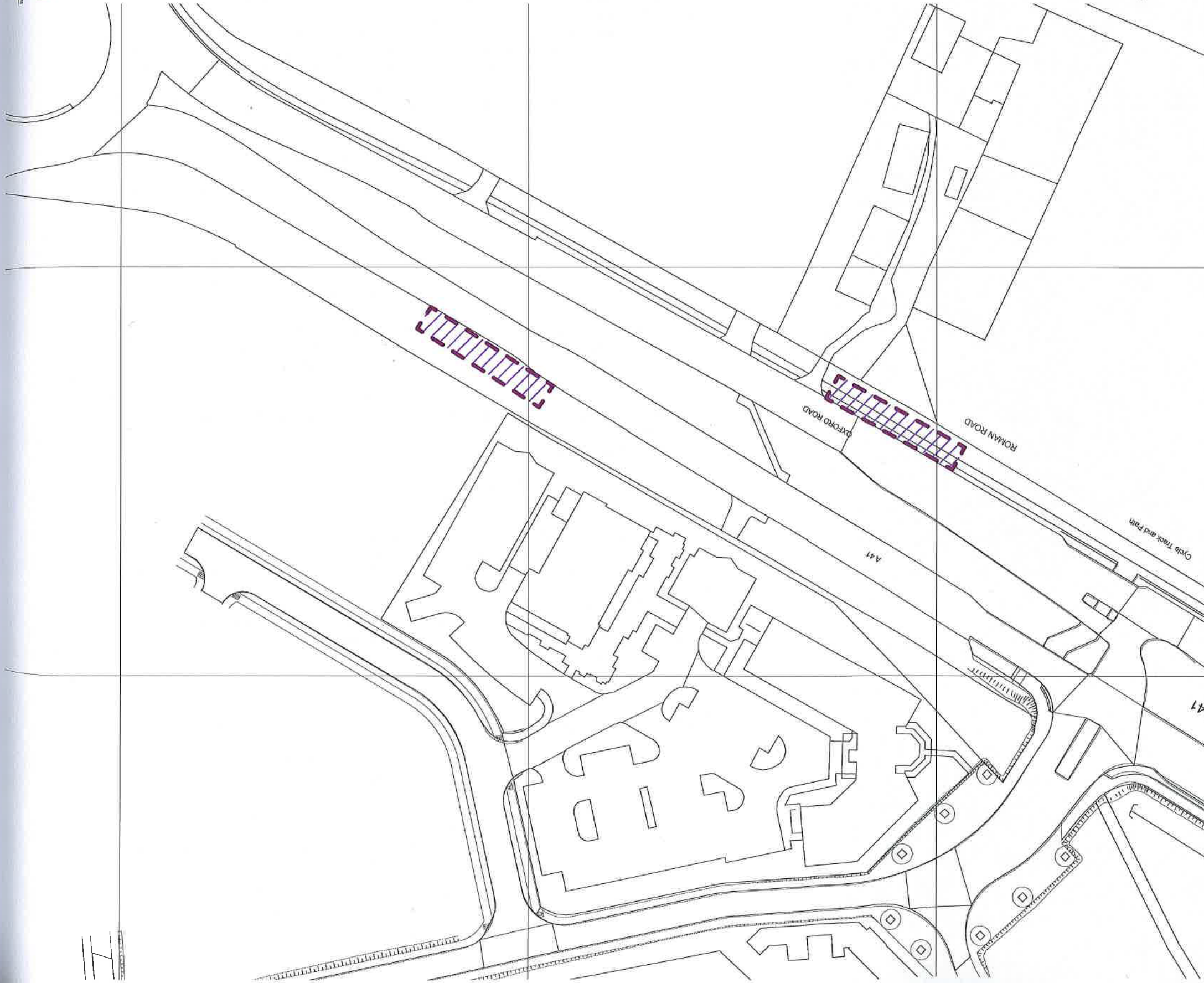
"Primary School Site (Phase 2)" has the meaning assigned to "Primary School Site" in the Planning Agreement Site 2

"Site 2" means the land at Whitelands Farm on the west side of Oxford Road, Bicester shown hatched red on the plan attached to the Deed of Variation entitled "Section 106 Deed of Variation Sites Plan" Drawing Reference 180601U-1-S106-019 Rev A and in relation to which land a planning application reference 13/00847/OUT has been submitted

COMMUNITY CENTRE

3.2 The definition of "Community Centre" in the Principal Agreement shall be deleted and replaced with the following definition:

"Community Centre" means a community centre with a garden and a car park comprising 25 car parking spaces (which will include shared parking provision for other facilities in the Local Centre and also provision for parking associated with



SW Bloxster Phase 1
Countryside Properties Ltd

S106 Agreement
A41 Bus Stop Location Plan

180601U1-S106-022

For Information

1:1000@A3

Drawn by GP

Checked by RB

Date of issue: 05/2016

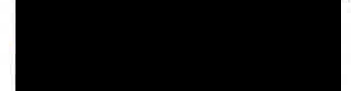
Project No: 180601U1-S106-022



TERENCE
COURKE



Director



Director / Secretary



COG
19153

Chief Legal Officer/Designated Officer

primary school dropping off and collecting of children) constructed in accordance with the Design Specification and Programme and relevant Qualifying Permission(s) and which shall be located on the Community Centre Site."

- 3.3 The definition of "Community Centre Site" in the Principal Agreement shall be deleted and replaced with the following definition:

""Community Centre Site" means the land within the Local Centre shown for illustration purposes only as edged red on the plan appended to the Deed of Variation entitled "Deed of Modification Phase 1 Community Centre" Drawing Reference 180601U-1-S106-021 whose exact extent and boundaries shall be fixed as a result of relevant Qualifying Application(s) for the Community Centre."

- 3.4 The provisions of clauses 22.1 to 22.3 inclusive of the Principal Agreement shall be deleted and replaced with the following provisions:

"22. The Owner covenants with the District Council

22.3 to complete the construction of the Community Centre in accordance with:

22.3.1 the Community Centre Specification; and

22.3.2. relevant Qualifying Permission(s); and

22.3.3 the requirements of Schedule 6

22.3.4 for the purposes of this paragraph 22.3 completion of the construction of the Community Centre shall be evidenced by the issue of the Certificate of Practical Completion

PROVIDED THAT The Owner shall be permitted to seek to amend any approved Community Centre Specification at any time following the date of the Deed of Variation SAVE THAT in seeking to do so the Owner shall submit such amendments to the District Council in writing and where there is no response from the District Council within 6 weeks of receipt of the proposed amended Community Centre Specification by the District Council then it shall be deemed to be approved by the District Council."

- 3.5 Clause 22.4 of the Principal Agreement shall be varied by the substitution of the number 850 (or such other number as the District Council may in its absolute discretion agree in writing) for the number 500 in the first line of the clause.

- 3.6 The Community Centre Specification attached as Appendix 2 to the Principal Agreement shall be replaced in its entirety by the document appended as Appendix 2 to this Deed which for the avoidance of doubt includes a programme for the construction works necessary in order to complete the construction of the Community Centre.

- 3.7 Schedule 6 of the Principal Agreement shall be amended as provided for as follows:

3.7.1 In the definition of " Health and Safety File" reference to "2007" shall be deleted and replaced with "2015"

- 3.8 **AFFORDABLE HOUSING**

Schedule 4 of the Principal Agreement shall be deleted and there shall be substituted a new Schedule 4 which Schedule is attached to this Deed within Appendix 1.

MARGINAL PAYMENTS

- 3.9 The following definitions in the Principal Agreement shall be deleted:
- 3.9.1 Marginal Precondition (Primary), Marginal Precondition (Secondary), Marginal Return Date, Marginal Payment Dates (Primary), Marginal Payment Dates (Secondary), Primary Bedroom Factor (1200), Primary Bedroom Factor (1500), Primary Bedroom Factor (Final), Secondary Bedroom Factor (1200), Secondary Bedroom Factor (1500), Secondary Bedroom Factor (Final) and Term Dates
- 3.9.2 The definitions of Marginal Primary Payments and Marginal Secondary Payments shall be deleted and replaced with the following definitions:
- "Marginal Primary Payment Number 1" means the sum of £1,786,705 Index Linked and "Marginal Primary Payment Number 2" means the sum of £446,676 Index Linked
- "Marginal Secondary Payment Number 1" means the sum of £1,094,852 Index Linked and "Marginal Secondary Payment Number 2" means the sum of £273,713 Index Linked
- 3.9.3 The definition of "Index Linked" in the Principal Agreement shall be adjusted so that the references therein to the Marginal Primary Payments and Marginal Secondary Payments are deleted and an additional sub-bullet point is inserted into the definition of "Index Linked" to read as follows:
- "in relation to the Marginal Primary Payment Number 1, the Marginal Primary Payment Number 2, the Marginal Secondary Payment Number 1 and the Marginal Secondary Payment Number 2 adjusted according to any fluctuation occurring between fourth quarter 2013 and the quarter period in which the relevant payment is made in:
- (a) the BCIS PUBSEC (Price Index of Public Sector Building Non Housing) within the BCIS Public Sector Price and Cost Indices as made available through the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors; or
- (b) in the event the PUBSEC Index is no longer published or the calculation method used is substantially altered then
- (i) the Building Cost Information Service (BCIS) All In Tender Price Index; or
- (ii) an appropriate alternative index as may be agreed in writing by the Owner and the County Council
- and for calculation purposes the deemed date of the change from the PUBSEC Index to either the BCIS All In Tender Price Index or the alternative index shall be the last date at which there was published for both indices a firm index figure and the methodology attached at Appendix 3 of the Deed of Variation sets out the way in which this calculation will be undertaken"
- 3.9.4 The following sub clauses in the Principal Agreement shall be deleted:
- Clauses 47.4, 47.5, 48.11, 48.12 and 48.13
- 3.9.5 Clause 50 in the Principal Agreement shall be deleted and replaced by the following:

50. The Owner covenants with the County Council

- 50.1. To pay to the County Council Marginal Primary Payment Number 1 on or before the later of:
- 50.1.1. 6 months after the date of Implementation (Site 2)
- 50.1.2. The date of transfer of the Primary School Site (Phase 2) further to the Planning Agreement Site 2

Provided Always that in the event that the date for payment as aforesaid does not occur prior to the Occupation of the 1300th Dwelling at the Land the Owner shall pay £446,676 Index Linked to the County Council on the Occupation of the 1,300th Dwelling at the Land and the balance of Primary Marginal Payment Number 1 of £1,340,029 Index Linked shall be payable on the date for payment as aforesaid

- 50.2. To pay to the County Council Marginal Primary Payment Number 2 on or before the earlier of:
- 50.2.1. The date of Occupation of the 1,585th Dwelling at the Land
- 50.2.2. The date which is one year following the date of Occupation of 1,500th Dwelling at the Land
- 50.3. To pay to the County Council Marginal Secondary Payment Number 1 on or before the date which is 12 months after the date of Implementation (Site 2) at Site 2
- 50.4. To pay to the County Council Marginal Secondary Payment Number 2 on or before the earlier of
- 50.4.1. The date of Occupation of 1,585th Dwelling at the Land
- 50.4.2. One year after the date of Occupation of the 1,500th Dwelling at the Land
- 50.5. If any of the payments set out above in this clause 50 has not been paid on or before the due date for payment pursuant to this clause 50 not to continue with the Development at the Land or cause or permit the Occupation of any further Dwelling at the Land until the outstanding payment (plus interest) has been made in full to the County Council"

3.9.6 Clause 2.13.4 shall be adjusted by the insertion of reference to clause 50

3.9.7 Clause 3.2.22A is deleted and replaced by:

"3.2.22A the Occupation of the 1,300th Dwelling to be occupied

3.2.22B the Occupation of the 1,350th Dwelling to be occupied"

3.9.8 Clause 3.2.23 A is inserted as follows:

"3.2.23A the Occupation of the 1585th Dwelling to be occupied "

INDEXATION

- 3.10 In clause 1 of the Principal Planning Agreement in the definition of "Index Linked" in relation to the following payment to the extent that such payments have not yet been paid as at the date of this Deed:

- 3.10.1 Community Centre Commuted Sum, the quarter period from which such contributions shall all be adjusted will be revised from "first quarter 2010" to "fourth quarter 2015";

REFUSE AND RECYCLING

- 3.11 Clauses 29.1.3 of the Principal Agreement shall be varied by the substitution of the number 850 (or such other number as the District Council may in its absolute discretion agree in writing) for the number 500 in the first line of the clause.

BUS SERVICES

3.12

- 3.12.1 The following definitions in the Principal Agreement are deleted:

"Daytime Hours" and "Evening Hours"

- 3.12.2 The definitions of "Bus Failure (Inter Urban Service)" and "Bus Failure (Local Service)" are deleted and replaced by the following:

"Bus Failure (Inter Urban Services)" means a failure arises where either for 5 consecutive days (excluding Sundays) or for 15 or more days over any period of 24 months there is not provided 20% (or more) of those services comprised in the Inter Urban Service which are timetabled for between the hours of 07:00 and 19:00 Monday to Saturday and this does not arise as a result of Force Majeure. For the avoidance of doubt non-provision of a service does not arise where the service is delayed

"Bus Failure (Local Service)" means a failure arises where either for 5 consecutive days (excluding Sundays) or for 15 or more days over any period of 24 months there is not provided 20% (or more) of those services comprised in the Local Service which are timetabled to operate between the hours of 07:00 and 19:00 Monday to Saturday and this does not arise as a result of Force Majeure. For the avoidance of doubt non-provision of a service does not arise where the service is delayed"

- 3.12.3 The following definition shall be inserted in the Principal Agreement:

"Group" means the bus service working group to be set up and operated as provided in clause 39.9"

- 3.12.4 Clauses 39.1.1 and 39.1.2 of the Principal Agreement are replaced by the following:

"39.1.1 the Local Service will be provided for a period of 8 years from the first Occupation (Site 2) of a Dwelling (Site 2) at Site 2 provided that if Implementation (Site 2) does not occur the Local Service will be provided for a period of 4 years from the date of the Deed of Variation

"39.1.2 The Inter Urban Service will be provided for a period of 3 years from the date of the Deed of Variation"

- 3.12.5 The following clause 39.1.4 shall be inserted in the Principal Agreement:-

"39.1.4 In the event that a new contract after the date of the Deed of Variation is required to secure the delivery of the Local Service and/or the Inter Urban Service in accordance with the provisions of the Principal Agreement (as varied by the Deed of Variation) the Owner shall appoint a

bus operator or operators to provide the relevant Bus Service(s) in compliance with the following:

39.1.4.1 advertising/publication of the proposed contract for carrying out the Bus Services sufficient to open up the market to competition and for the transparency and impartiality of the procurement procedure to be reviewed (such advertising/publication to include the essential details of the contract to be awarded and of the award methodology): and

39.1.4.2 awarding the contract(s) for the Bus Services further to competition applying such transparent and impartial procurement procedures and award methodology

The Owner shall without cost to the County Council supply such information as the County Council may reasonably require to demonstrate compliance with this Clause 39.1.4"

3.12.6 The following Clause 39.9 shall be inserted in the Principal Agreement:

"39.9.1 As soon as reasonably practicable after completion of the Deed of Variation the Owner and the County Council shall set up and implement a bus service working group in accordance with the terms of reference in clause 39.9.3 below and the Group shall continue to be convened until the earlier of

39.9.1.1 the last date referred to in clauses 39.1.1 and 39.1.2; and

39.9.1.2 a date when the Group so decide.

39.9.2 The purpose of the Group is to provide a forum for discussion as to the adequacy and suitability of the Bus Services

39.9.3 The terms of reference of the Group are:

- To provide a structured forum for discussion between the County Council, the District Council, Countryside Properties (Bicester) Limited (or such other entity as Countryside Properties (Bicester) Limited may from time to time nominate to replace it or represent it as a member of the Group either temporarily or permanently), the bus operator operating buses serving the Development and Bicester Town Council (if it so wishes) with regard to bus services serving the Development and the Development (Site 2)
- To enter into discussions as to the frequency of bus services (both Local Service and Inter Urban Service) and their route with particular regard to identifying those services which would best serve the needs and requirements of the Development and the Development (Site 2) as sustainable developments (within the parameters of the funding as identified in Schedule 10) and the objective of securing commercially viable bus service no later than the occupation of the final Dwelling at the Land and Site 2
- To receive monitoring reports on the delivery of the Bus Services

39.9.4 The membership of the Group may vary from time to time but will include representatives of Countryside Properties (Bicester) Limited (or as designated by them as referred to in clause 39.9.3 above) officers of the District Council and County Council, Bicester Town Council (if it so wishes) and representatives of any bus operators providing services serving the Development

39.9.5 Agendas and notice of meetings should be prepared by Countryside Properties (Bicester) Limited in consultation with all Group members and shall be wherever practicable circulated in advance of the meetings

39.9.6 The venue for meetings is to be agreed but it will usually be at a convenient location in Bicester.

39.9.7 Each member of the Group shall meet their own expenses of attending and discussing the business of the Group

39.9.8 The Group will meet at least two times in a year and produce full minutes which shall be distributed to all members of the Group following each meeting

39.9.9 The Owner and the County Council shall hold discussions in good faith with a view to discussing variations to this clause 39 and related schedules in order to address the conclusions of the Group Provided Always that no party shall be obliged to enter into a deed of variation to the Principal Agreement or Planning Agreement Site 2 or otherwise agree to any variation to the Principal Agreement or Planning Agreement Site 2

3.12.7 Schedules 10 and 11 to the Principal Agreement shall be deleted and replaced by revised Schedules 10 and 11 attached to this Deed within Appendix 1

3.12.8 Contemporaneously with completion of this Deed the Owner shall provide the County Council with the DOV Bond and the Bond No 4 provided to the County Council pursuant to clause 38.1 of the Principal Agreement shall then be treated as released in full.

3.13 **BUS LAYBY/STOP CONTRIBUTIONS**

3.13.1 The definition of "County Contributions" in the Principal Agreement shall be amended by the insertion of the words "Bus Layby (Northbound) Contribution and Bus Layby (Southbound) Contribution" after the words "Transport Contribution".

3.13.2 The following Clauses 39.10 and 39.11 shall be inserted in the Principal Agreement:

39.10 The Owner covenants with the County Council that if after 2 years from the date of the Deed of Variation either:

39.10.1 the County Council has not received £50,000 funding from sources other than the Owner which is specified to be for the provision of a layby (with or without bus shelter) at the approximate location shown hatched purple at the northbound carriageway on the Bus Layby Plan suitable for use by bus services on the northbound A41; or

39.10.2 a layby (with bus shelter) at the approximate location shown hatched purple at the northbound carriageway on the Bus Layby Plan suitable for use by bus services on the northbound A41 has not been constructed or is not in the course of construction

then the Owner shall pay the County Council at the date 2 years from the date of the Deed of Variation the Bus Layby (Northbound) Contribution less the amount (if any) of any funding (exclusive of any indexation payment) received from alternative sources than the Owner which was specified to be for the provision of a layby (with or without bus shelter) at the approximate location shown hatched purple at the northbound carriageway on the Bus

Layby Plan that has been received by the County Council PROVIDED THAT the County Council shall provide written evidence at a date that is 2 years from the date of the Deed of Variation (or if later 14 days after request for information as provided in this clause 39.10) to the Owner of any funding that it may have received from alternative sources other than the Owner where such funds are specified to be for the provision of the said layby (with or without bus shelter) subject to the Owner making request for this information no earlier than 23 months from the date of the Deed of Variation

39.11 If after 2 years from the date of the Deed of Variation either:

39.11.1 the County Council has not received £50,000 funding from sources other than the Owner which is specified to be for the provision of a layby (with or without bus shelter) at the approximate location shown hatched purple at the southbound carriageway on the Bus Layby Plan suitable for use by bus services on the southbound A41; or

39.11.2 the installation of a layby (with bus shelter) at the approximate location shown hatched purple at the southbound carriageway on the Bus Layby Plan suitable for use by bus services on the northbound A41 has not been constructed or is not in the course of construction

then the Owner shall pay the County Council at the date 2 years from the date of the Deed of Variation the Bus Layby (Southbound) Contribution less the amount (if any) of any funding (exclusive of any indexation payment) received from alternative sources than the Owner which was specified to be for the provision of a layby (with or without bus shelter) at the approximate location shown hatched purple at the southbound carriageway on the Bus Layby Plan that has been received by the County Council PROVIDED THAT the County Council shall provide written evidence at a date that is 2 years from the date of the Deed of Variation (or if later 14 days after request for information as provided in this clause 39.11) to the Owner of any funding that it may have received from alternative sources other than the Owner where such funds are specified to be for the provision of the said layby (with or without bus shelter) subject to the Owner making request for this information no earlier than 23 months from the date of the Deed of Variation

3.14 **SECONDARY EDUCATION SITE AND REVISED PROCEDURES**

3.14.1 The following definitions in the Principal Agreement are deleted:-

Adjudicator, Consultation (Secondary Education Provision), Secondary Facility Approval (Expansion) and Secondary Facility Approval (New Facility) and in consequence the form of transfer at Appendix 16 is replaced by the form of transfer attached at Appendix 4 to this Deed of Variation

3.14.2 In clause 38.17 of the Principal Agreement the following words are deleted:-

"further to Secondary Facility Approval (New School) or Secondary Facility Approval (Expansion)"

3.14.3 In clause 45.2 of the Principal Agreement the first four lines are replaced by the following: "On 1 April 2017"

4. **SITE 2**

4.1 The First Owner confirms that it is intended that the provisions of clause 39 and 50 of the Principal Agreement (as varied by this Deed of Variation) will also be contained (mutatis mutandis) in the Site 2 Planning Obligation and for the avoidance of doubt the

County Council confirms and agrees that subject always to completion of the Site 2 Planning Obligation in accordance with the draft extracts attached to the Deed of Variations compliance with the provisions with clauses 39 and 50 of the Principal Agreement (as varied by this Deed of Variation) shall constitute due compliance with the corresponding provisions in the Site 2 Planning Obligation and vice versa and further for the avoidance of doubt that remediation of or compensation for any breach of clauses 39 and 50 of the Principal Agreement (as varied by this Deed of Variation) shall constitute remediation of or compensation for any breach of the corresponding provisions in the Site 2 Planning Obligation..

5. **MORTGAGEE**

5.1 The First Mortgagee and the Second Mortgagee and CPUK consent to the Owner entering into this Deed and acknowledge that the Land (2016) is bound by its terms.

6. **COSTS**

6.1 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

IN WITNESS whereof the parties have executed as a Deed this Planning Obligation by Deed of Agreement the day and year first before written

APPENDIX 1- REVISED SCHEDULES 4, 10 AND 11

REVISED SCHEDULE 4 Mortgagee Sale Provisions

1. A mortgagee in possession wishing to exercise any power of sale or leasing over any part of the Affordable Housing Land shall:
 - 1.1 serve written notice on the District Council of its intention to exercise its power of sale or other power or right conferred upon it, its mortgage, charge or other security; and
 - 1.2 use reasonable endeavours over a period of three months from receipt of notification pursuant to paragraph 1.1 above to dispose of the relevant Affordable Housing Land subject to any leases and tenancies then subsisting and to the terms of this Deed of Agreement to a RSL or the District Council PROVIDED ALWAYS that nothing herein shall require the mortgagee in possession to dispose of the relevant Affordable Housing Land at a price which is less than the greater of the open market value of the relevant Affordable Housing Land (subject to the restrictions contained within clause 13 of this Deed of Agreement) or all sums due under the terms of the mortgage or charge together with costs and interest.
2. Upon the expiry of 3 months from the date of receipt by the District Council of the notice in paragraph 1.1 above and provided the steps in paragraph 1 above have been completed and no transfer of the relevant Affordable Housing Land to either the District Council or a RSL has completed within the said period of 3 months then upon expiry of the said 3 months the mortgagee in possession shall be deemed to have complied with the Mortgagee Sale Provisions.

**REVISED SCHEDULE 10
Bus Provision Payment**

In this Schedule "Trigger Date" means the date of service of notice by the County Council further to clause 39.2 or as applicable clause 39.5 or if earlier the date of cessation of the Inter Urban Service or as applicable for the Local Service further to notice from the Owner pursuant to clause 39.8.1 or as applicable clause 39.8.2

PART A: Inter Urban Service

Column 1	Column 2	Column 3
Trigger Date	Compensation Payment	Date of Payment
Date of the Deed of Variation (DDoV)	£784,000	Within 4 months of the Trigger Date
Within 6 months of the DDoV	£735,000	Within 4 months of the Trigger Date
Within 1 year of the DDoV but after 6 months of DDoV	£735,000	Within 4 months of the Trigger Date
Within 1 year 6 months of the DDoV but after the 1st anniversary of DDoV	£588,000	Within 4 months of the Trigger Date
Within 2 years of the DDoV but later than 1 year 6 months after the DDoV	£372,000	Within 4 months of the Trigger Date
Within 2 years 6 months of the DDoV but after the 2nd anniversary of the DDoV	£166,000	Within 4 months of the Trigger Date
Within 3 years of the DDoV but later than the 2 years 6 months after the DDoV	£40,000	Within 4 months of the Trigger Date

Note in relation to Part A Inter Urban Service the following will apply:

- 1 All Payments in column 2 above will be Index-Linked
- 2 In all cases if the Trigger Date in Column 1 is after the date of Implementation (Site 2) the Compensation Payment in each case is reduced to £40,000 Index-Linked

PART B: Local Service

Section 1: Local Service (pre-Implementation of Site 2)

Column 1	Column 2	Column 3
Trigger Date	Compensation Payment	Date of Payment
Within 6 months of the DDoV	(1) £276,000 (2) £115,000	(1) Within 14 days of the Trigger Date (2) Within 12 months of the Trigger Date
Within 1 year of the DDoV but later than 6 months after the DDoV	(1) £230,000 (2) £138,000	(1) Within 14 days of the Trigger Date (2) Within 12 months of the Trigger Date
Within 1 year 6 months of the DDoV but after the 1 st anniversary of the DDoV	(1) £230,000 (2) £115,000	(1) Within 14 days of the Trigger Date (2) Within 12 months of the Trigger Date
Within 2 years of the DDoV but later than 1 year 6 months after the DDoV	(1) £207,000 (2) £115,000	(1) Within 14 days of the Trigger Date (2) Within 12 months of the Trigger Date
Within 2 years 6 months years of the DDoV but after the 2 nd anniversary of the DDoV	(1) £184,000 (2) £92,000	(1) Within 14 days of the Trigger Date (2) Within 12 months of the Trigger
Within 3 years of the DDoV but later than 2 years 6 months after the DDoV	(1) £184,000 (2) £92,000	(1) Within 14 days of the Trigger Date (2) Within 12 months of the Trigger
Within 3 years 6 months years of the DDoV but after the 3 rd anniversary of the DDoV	(1) £184,000 (2) £92,000	(1) Within 14 days of the Trigger Date (2) Within 12 months of the Trigger
Within 4 years of the DDoV but later than 3 years 6 months after the date of the DDoV	(1) £184,000 (2) £92,000	(1) Within 14 days of the Trigger Date (2) Within 12 months of the Trigger

Note: in relation to Part B Local Service Section 1 the following will apply:

1. All Payments in Column 2 above will be Index-Linked
2. If any of the above Trigger Dates in Column 1 above occurs after the date of Implementation (Site 2) then relevant provisions of Section 2 below shall apply instead and for the avoidance of doubt following Implementation (Site 2) all of Section 2 below shall apply.

Section 2: Local Service where it serves the Land and Site 2 (post-Implementation of Site 2)

Column 1 Trigger Date	Column 2 Compensation Payment	Column 3 Date of Payment
Following Implementation (Site 2) but prior to first Occupation (Site 2)	£1,050,000	Within 3 months of the Trigger Date
Following Implementation (Site 2) and within 1 year of first Occupation (Site 2)	£1,050,000	Within 3 months of the Trigger Date
Within 2 years of first Occupation (Site 2) but later than first anniversary of the first Occupation (Site 2)	£900,000	Within 3 months of the Trigger Date
Within 3 years of first Occupation (Site 2) but later than 2nd anniversary of the first Occupation (Site 2)	£750,000	Within 3 months of the Trigger Date
Within 4 years of first Occupation (Site 2) but later than the 3 rd anniversary of the first Occupation (Site 2)	£600,000	Within 3 months of the Trigger Date
Within 5 years of first Occupation (Site 2) but later than the 4 th anniversary of the first Occupation (Site 2)	£450,000	Within 3 months of the Trigger Date
Within 6 years of first Occupation (Site 2) but later than the 5 th anniversary of the first Occupation (Site 2)	£300,000	Within 3 months of the Trigger Date
Within 7 years of first Occupation (Site 2) but later than the 6 th anniversary of the first Occupation (Site 2)	£150,000	Within 3 months of the Trigger Date
Within 8 years of first Occupation (Site 2) but later than the 7 th anniversary of the first Occupation (Site 2)	£150,000	Within 3 months of the Trigger Date

All Payments in column 2 above will be Index-Linked

REVISED SCHEDULE 11

STANDARD OF BUS SERVICE PROVISION

1. In this Schedule the following expressions shall have the following meanings:-
 - 1.1 "bus" means a bus:
 - 1.1.1 designed to seat no less than 28 passengers and;
 - 1.1.2 which has been equipped so that it may transmit continuously its location details to the central Oxfordshire Real Time Information System; and
 - 1.2 which complies with all legislative requirements as to emission standards applying to buses and without prejudice to the generality of the foregoing all buses being operated to provide the Local Service and/or Inter Urban Service shall be compliant with Euro V (the emission standard as defined by European Directive 2005/55/EC and European Directive 2005/78/EC).save that the existing bus being operated to provide the Local Service that is compliant with Euro IV may continue to be so used until 1 June 2018
 - 1.3 "Route Plan" the plan attached to the Deed of Variation reference 180601U-S106-002 Revision C entitled "Section 106 Agreement Bus Route Plan"
 - 1.4 "Route 1" means the route operating along the streets shown coloured red hatched, red and turquoise on the Route Plan or if so agreed in writing by the County Council in its absolute discretion the route operating along the streets shown coloured dotted green rather than along the streets shown coloured red hatched on the Route Plan
 - 1.5 "Route 2" means the route operating along the streets shown coloured red hatched, red and solid green on the Route Plan or if so agreed in writing by the County Council in its absolute discretion the route operating along the streets shown coloured dotted green rather than along the streets shown coloured red hatched on the Route Plan
 - 1.6 "Route 3" means the route operating along the streets shown coloured red hatched red and turquoise on the Route Plan or if so agreed in writing between the Owner and the County Council the route may be varied to run along the streets shown coloured dotted green and/or solid green and for the avoidance of doubt either the Owner or the County Council shall be permitted to propose a variation to the other and such variation will not apply unless both parties agree.
2. **Bus Routes**
 - 2.1 The Local Service must operate along the streets in Route 1 and then from the occurrence of the opening of that part of Route 2 that is coloured solid green to traffic and the earlier of
 - 2.1.1 the Occupation (Site 2) of 30 Dwellings on Site 2; and
 - 2.1.2 the opening of a primary school at the Primary School Site (Phase 2)the Local Service shall operate along the streets in Route 2
 - 2.2 The Inter Urban Service shall operate along the streets in Route 3

3. **Local Service**

3.1 The Local Service shall comprise a bus service:

3.1.1 between the Land and Bicester Town Centre; and

3.1.2 then from the occurrence of the opening of the part of Route 2 coloured solid green to traffic and the earlier of

(a) the Occupation (Site 2) of 30 Dwellings on Site 2; and

(b) the opening of a primary school at the Primary School Site (Phase 2)

between the Land and Site 2 and Bicester Town Centre

in accordance with the following provisions in paragraphs 3.2 to 3.4 inclusive unless otherwise agreed in writing by the County Council in its absolute discretion

3.2 Two buses departing from the Land and as applicable Site 2 for Bicester Town Centre each hour at approximately equal intervals between 07.00 hours and 19.00 hours Monday to Saturday inclusive

3.3 Two buses departing from Bicester Town Centre for the Land and as applicable Site 2 each hour and at approximately equal intervals between 7.00 hours and 19.00 hours Monday to Saturday inclusive

3.4 The bus operator to be encouraged to extend this service to either or both railway stations in Bicester during morning and evening peak hours Monday to Friday inclusive

4. **Inter Urban Service**

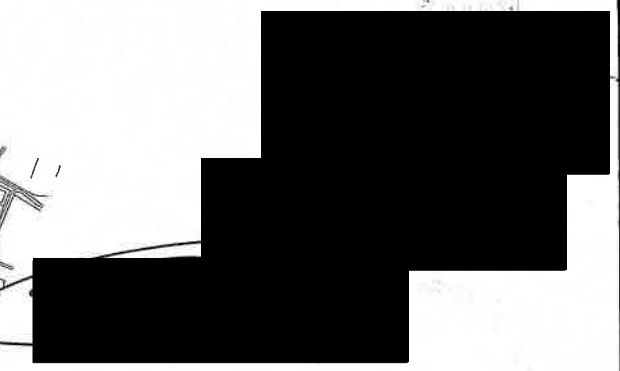
4.1 The Inter Urban Service shall comprise a bus service on Route 3 and onwards to central Oxford and vice versa in accordance with the following provisions in paragraphs 4.2 to 4.4 inclusive unless otherwise agreed in writing by the County Council in its absolute discretion

4.2 Four buses departing from the Land via Route 3 for Oxford between 06.15 hours and 07.45 hours Monday to Friday inclusive with no bus departing less than 15 minutes after the previous departure or more than 30 minutes after the previous departure

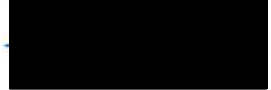
4.3 Four buses departing from central Oxford for the Land via Route 3 between 15.30 hours and 18.00 hours Monday to Saturday inclusive with no bus departing less than 20 minutes after the previous departure or more than 40 minutes after the previous departure

4.4 Four buses departing from the Land via Route 3 for Oxford between 06.15 hours and 09.45 hours each Saturday with no bus departing less than 30 minutes after the previous departure or more than 50 minutes after the previous departure

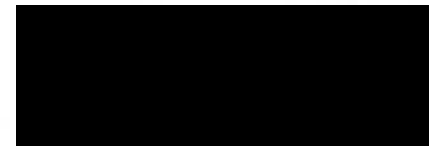
Phase 1 Application boundary
Phase 2 Application boundary



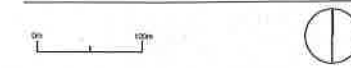
Director



Director / Secretary



Rev A: 19.08.15 Alternative service 26 route added
Rev B: 03.05.16 Routes outside site boundary omitted & OCC route added
Rev C: 04.05.16 Amendments to key



SW Blchester Phase 2
yside Properties Ltd

Section 106 agreement
Bus Route Plan

180601U-1-S106-002	Revision C
For Information	Date issued 03/2015
1:7000@A3	Drawn by: WP Checked by: GP

COC 19153

© Transport for London 2015. Do not scale from this drawing.

Chief Legal Officer
Designated Officer



APPENDIX 2- COMMUNITY CENTRE SPECIFICATION

SW Bicester

Revised Outline Specification for the Community Centre and Youth Wing to take account of the proposed extra 100 dwellings on Phase 1 and the additional housing on Phase 2. (May 2016)

This specification briefly describes Cherwell District Council's requirements for a Community Facility Building at SW Bicester.

1. General

The building must accommodate a wide variety of activities, including social activities, religious uses, community arts and recreational uses (including some minor indoor sports activities). The development of facilities for young people is seen as particularly important.

Occupancy of the various spaces in the building will fluctuate considerably, requiring flexible arrangement permitting subdivision or opening up to accommodate them.

The Council's general requirements in respect of functions, general spatial arrangement and size criteria are set out below to achieve Reserve Matters planning consent.

2. Architectural Quality and Building Construction

The building will be a community focal point and should therefore be of high architectural quality. The Council does not intend to stipulate the exact nature of the design or materials used in the construction, as this may stifle the creativity of the designers but due regard must be made of the Design Code for the overall development.

However, the Council will have regard to various factors when considering design proposals, including:

- I. The building is a long-term facility, so all materials will need to be selected for their durability and low maintenance characteristics.
- II. The possibility of vandalism and graffiti, inside and out.
- III. Wall and floor materials in keeping with trafficked areas.
- IV. Energy Conservation – the Council is committed to supporting Local Agenda 21 and in any case supports the general principle of Energy Conservation, waste reduction and environmentally responsible use of construction materials and processes.

The design of the building should therefore demonstrate an intelligent use of appropriate active and passive energy conservation methods, including heat recovery and solar gain, the use of recycled materials where possible, low or no maintenance materials and finishes, and avoidance wherever possible of environmentally damaging materials and processes.

The objective should be to achieve better energy conservation than that provided for in the Building Regulations, in line with Sustainability Strategy to be submitted as part of Reserved Matters Planning Application.

V. Disabled Facilities

The Council will not give approval to any design, which fails to provide complete access to all areas of the building and site for disabled persons, members of the public and staff alike. If the design is for a two story building it is expected that a lift will be provided to allow access to all parts of the building and gardens.

Full WC facilities for male and female are required. To include low level urinal/wc, wash hand basin and hand drying facilities.

VI. Acoustics and Noise

The main community hall and the youth wing will be used for various performances, including music, drama, dance and entertainment functions with bands and discotheques. These areas therefore need to be considered in terms of their acoustic qualities and noise emissions giving full protection to neighbouring properties. Separate entrances are required for the Youth wing and community hall to ensure flexibility in the use of the building.

The Environmental Health Department may recommend a planning condition in respect of noise produced by activities in the building, requiring sealed windows and noise limiting devices for noise producing areas of the building. This will require careful consideration of the ventilation system to the building.

Fires escape provision for each unit of accommodation must be made to satisfy the local Fire Officer.

- VII. Low cost maintenance and operation with respect to heating, lighting servicing of mechanical and electrical services, cleaning and supervision of the facility.

3. Project Management (Post Planning)

Discussion with the developer on timescales and project management process is required. In outline it is envisaged that the following will be required:

- i) Outline specification and site location discussed by Cherwell District Council and developer.
- ii) Detailed design options drawn up by developer and discussed by Cherwell District Council and developer
- iii) Amended design discussed by Cherwell District Council and developer
- iv) Final design agreed.

Access to the site will be required during construction by nominated Cherwell District Council Officers for the purpose of undertaking clerk of works function. The Council are not permitted to issue instructions to the Contractor. All correspondence will be via the Developer.

4. Schedule of Accommodation

1. Community Facilities

		Minimum Dimensions (metres)	Minimum
i)	Community Hall with storage		
ii)	Meeting Rooms 1 large meeting room that can be divided to create 2 meeting rooms by use of a soundproof foldable partition.		
iii)	Office x 1		
iv)	Kitchen with storage and servery into main hall and café area		
v)	kitchenette facility on first floor level with cupboard storage		
vi)	Café area/foyer		
vii)	Cleaner store with Belfast sink to take bucket and storage for materials		
viii)	Plant room		
ix)	Toilet accommodation to include – male/female/ disabled/baby change		

2. Youth Facilities

i)	Office x 1		
ii)	Coffee area with kitchen facilities and storage	-	
iii)	Meeting room		
iv)	Indoor youth space		
v)	Storage accessible from both the youth space and meeting room		
vi)	Toilets (male, female)	-	
vii)	Plant room		

3. Service Areas

i)	Bin Store		
ii)	Bike rack (shared with other Local Centre facilities)		
iii)	Lift to first floor		
iv)	Secured access/entry corridor between youth wing and community facilities		

Total building size	
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4. Secured External Areas

	External landscaping area serving Community Hall External paved seating area Tarmac hardstanding area, to include to include 2x five-a-side goals, 2 x basketball nets and white line court markings only.		
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Total	
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- Please note that room sizes are as per agreed drawings

5. General Specification Notes – Applicable to All Spaces

Note: Within this specification Principal Rooms are defined as:

Youth Facility
 Youth Space
 Meeting Room
 Office
 Youth Coffee Space

Community Centre
 Café area / foyer
 Office
 Hall
 Meeting Rooms

Doors	Wood veneered doors, singly or in pairs, fire resistant as required by the Fire Officer, but all to be solid covered.
Architraves, skirtings and window boards.	Hard or softwood, or other appropriate material to suit general design, wood stained or polyurethane varnished.
Ironmongery including switches and sockets	Satin finished stainless steel, or colour nylon-coated steel or powder coated aluminium are suggested, with matching door closers finger head and kicker plates, numerals and signs.
Ceilings	Generally expected to be suspended recessed grid with white tiles, containing anti-glare luminaries and emergency lighting. Alternative of plasterboard with taped joints and skim finish acceptable for small rooms.
Curtains and Blinds	Principal rooms are to have curtains and linings at 100% fullness to all windows (precise extent and design of curtains or blinds for windows serving the hall to be agreed at detailed design (post planning) stage). The making must be appropriate to its location in terms of light fastness and flame retardancy, and must be capable of periodic cleaning. The curtains are to hang on metal tracks with pull cord closures, fixed at lower level. All other rooms (except kitchen and toilet areas) are to have vertical blinds to a colour choice, on aluminium tracks with pulley operation for opening/closing and turning.

	Extent and design of curtains / blinds for windows serving the main hall to be agreed.
Noticeboards	<p>Coloured Hessian faced 'Sundeala' pinboard with hard or softwood frame, fixed to wall using brass cups and screws.</p> <p>Glazed noticeboards incorporating baize faced pinboard to café/foyer and in Youth Space, Youth Coffee Bar and Offices.</p>

Ventilation	<p>The building will be located close to residential properties and concern may be raised in respect of noise nuisance, requiring the building to be acoustically sealed.</p> <p>The requirement for noise attenuation has been considered during the Reserved Matters planning application process. Detailed requirements for each room can be agreed at the post planning design stage.</p> <p>Appropriate ventilation systems to ensure ambient temperature throughout the year addressing seasonal changes and to prevent noise emissions. Specification details for mechanical extraction of air will be finalised through detailed design, and will consider sound attenuation cowls, with appropriate grease filters for the kitchen areas. For areas of high humidity, including kitchen, toilet and shower areas, all materials should be non-corrosive in ventilation installations.</p>
Roller Shutters	Servery areas are to be protected by a roller shutter, lockable and powder-coated to a colour choice, including all operating gears, pelmet boxes and vertical guides. Operation should be electric or by winding handle.
Windows	<p>High performance hard or softwood, aluminium or upvc are acceptable, with security at least to the standard of PAS 011 each opening light having a separate security locking device. All windows should be fitted with sealed double glazing units in Pilkingtons 'K' glass and Argonfilled cavities.</p> <p>External protection may be needed to</p>

	<p>certain windows.</p> <p>This should be carried out using steel mesh to provide a design feature.</p>
Entrance Doors and Screen	<p>Access doors should be powder-coated aluminium with double glazed units, incorporating laminated glass. Similar construction is required for any side screens to be incorporated. Access doors must be suitable for disabled users.</p>
Stage	<p>Fully demountable folding portable stage approximately 4m x 80% of hall width, consisting of softwood framed marine-ply boxes on lockable heavy duty casters, to be stored in the storage area when not in use.</p>

Lighting	Lighting to all areas except the main hall to be by glare baffled fluorescent luminaries, recessed into suspended ceiling grids or surface mounted on solid ceilings. Main hall lighting is to be easily accessible for maintenance. Appropriate number of external lights for security and pedestrian access and entrance safety purposes.
Heating	Gas fired water filled radiators to all areas except the main hall are anticipated. The main hall will be the subject of a specialist heating design to suit the varied uses off the space, probably water-filled radiant panels or quartz electric heating units. Separate heating systems including separate boiler plant for Youth Wing and Community building.
Security Alarm	Fully addressable intruder alarm system with door and window contacts, PIR detectors and zoning to allow flexibility of use, to be NACOS approved and the system to BS 4737: 1986
CCTV	Internal and external CCTV coverage.
Fire Alarm	Full system required to BS 5839 part 1.
Floors	<p>Carpet to be heavy duty, to the Council's colour choice.</p> <p>Wet areas are expected to be quarry tiles, "zin-zag" tiles or similar, with matching cove and skirting tiles.</p> <p>The Council will consider other materials – eg non-slip heavy duty vinyl/carborundum sheet, providing evidence is supplied that the material is equally hard wearing.</p> <p>The sprung floor in the main hall will require the advice of a specialist supplier.</p>
Walls	<p>Generally acrylic eggshell emulsion for walls, with scrubbable vinyl wallpaper in offices, entrance area and meeting rooms.</p> <p>Ceramic tiles to kitchen, shower and toilet areas, a similarly resilient finish or combination of finishes (e.g. tiles up to 2 metres, oil based 'flecked' paint above).</p>
WC	Proprietary cubicles, or blockwork partitions and lightweight doors are equally acceptable.

Sanitary Ware	<p>White vitreous china WC's WHB's bowl urinals and cleaner sinks throughout. WC cisterns to be concealed behind proprietary panelling system. Low level children's urinals and w.c.s to be provided.</p> <p>All taps, wastes, spurge pipes, showerheads and controls are to be in chrome plated brass. WHB taps are to be non-concessive return type and all wastes are to be captive.</p> <p>All soap dispensers, lockable toilet roll holders are to be in chrome, or coloured nylon coated steel.</p> <p>Warm-air hand-dryers are preferred.</p>
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6. Detailed Requirements

i) Main Hall

Ceiling	Feature ceiling required, eg timber-boarded, coffered.
Walls	<p>Walls need to be finished robustly to withstand impact during recreational use.</p> <p>Acrylic eggshell emulsion is suggested. Splayed cuts to windows. Proprietary chair rubbing strip all round.</p>
Floor	Hardwood strip spring floor is required.
Lighting	<p>Decorative lighting required eg wall washers; suspended up/down directed fluorescent system, and low energy spotlights.</p> <p>Gantry above stage position with a selection of stage spots and floods.</p>

Equipment	<p>Cordless PA system with enough speakers to provide even coverage to all parts of the hall.</p> <p>Electric Clock in principle rooms and Cafe</p> <p>Tables and Chairs, numbers to be determined by capacity levels.</p> <p>Table tennis tables x 3 (folding for storage). Pool tables x 2 (Demountable).</p> <p>Air-conditioning system or mechanical ventilation system.</p> <p>Noise limiter, connected to PA system and sockets.</p> <p>Servery Counter area lined in stained softwood and melamine surfaced counter top with stained softwood lipping and Perspex sheet attached to wall below counter.</p> <p>Serving hatch from kitchen.</p>
Electrics	<p>Normal sockets. Sockets for cleaners, AV equipment, TV Aerial, telephone.</p> <p>Induction loop for hard of hearing.</p>

ii) Meeting Rooms

Ceilings	Suspended recessed grid, with recessed luminaries
Walls	<p>Heavy-duty scrubbable vinyl wallpaper.</p> <p>Moveable divide partition (to provide two fully self contained rooms).</p> <p>Proprietary chair rubbing strip to all walls.</p>
Floor	Heavy duty carpet to colour choice.
Lighting	Fluorescent luminaries
Equipment	<p>Noticeboards to all walls (except window walls)</p> <p>Clock, 1 no. to each meeting room.</p> <p>Tables and Chairs, numbers to be determined by capacity levels.</p> <p>Air-conditioning unit or mechanical ventilation</p> <p>Noise Limiter</p>
Electrics	Normal sockets. Sockets for PC, office equipment, telephones

iii) Offices

Ceilings	Suspended with recessed luminaries
Walls	scrubbable vinyl wallpaper. Proprietary chair rubbing strip to all walls

Lighting	Fluorescent luminaries
Equipment	1 no. Noticeboard. Clock Desk and PC table Tables and Chairs, numbers to be determined by capacity levels. Mechanical extractor
Electrics	Normal sockets. Sockets for PC, cleaning., office equipment telephones

iv) Youth Wing: Youth Space

Ceiling	Appropriate to enable wide range of activities, some projectile in nature. Recessed luminaries, protected from projectiles.
Walls	'flecked' oil based paint up to 2m. Acrylic eggshell emulsion above. No protrusions, flush finish required.

Floor	'Granwood' type flooring.
Lighting	Fluorescent luminaries. Protected from projectile activities.
Equipment	Noticeboard, 1 no. Clocks 1no. Tables and Chairs, numbers to be determined by capacity levels. Soft, relaxed seating Pool table Darts Board and Surround Music Deck CD & Tape DVD Player & TV Mechanical ventilation or Air-conditioning Noise limiter Sink with hot and cold water x2 Storage cupboard Loose Art & Craft Equipment to be specified, extent and number to be agreed between Council and Developer
Electrics	Normal sockets. Sockets for hi-fi, TV, games equipment, TV aerial, telephone

v) Youth Coffee Bar

Ceiling	
Walls	Scrubbable vinyl wallpaper Dado panelling Proprietary chair rubbing strip to all walls.
Floor	Carpet, or non-slip vinyl or rubber flooring
Equipment	Tables and Chairs, numbers to be determined by capacity levels. Kitchen (pantry unit) fittings – , sink,

	microwave, cupboard, and worktops Mechanical ventilation 1 no. Noticeboard. Crockery, Cutlery and Catering Utensils, numbers to be determined by capacity levels. Kettle, 1 no. Clock, 1 no. Soft, relaxed seating, number to be determined by capacity levels.
Electrics	Normal sockets. Sockets for hi-fi, TV, games equipment, TV aerial, telephone
Lighting	Decorative lighting scheme, with fluorescent lights to kitchen area. Soft lighting. Dimmer switch.

vi) Community Centre: Café/ Foyer

Ceiling	Decorative ceiling for this area.
Walls	Heavy duty vinyl wallpaper
Floor	Coir matting in mat well to entrance lobby, heavy-duty carpet or "granwood" type flooring to remainder
Equipment	Public Telephone Letterbox Signage Mechanical ventilation
Lighting	Decorative lighting for this area
Electrics	Sockets for cleaning equipment. Master switchgear for all lighting equipment, fire and security alarms.

vii) Storage areas and Main Hall

Ceiling	Emulsion paint on plasterboard.
Walls	Acrylic Eggshell on plastered walls.
Floor	"Granwood" type finish.
Equipment	Heavy duty shelving units, lockable mobile boxes, as required.
Lighting	Surface marked luminaries.
Electrics	Sufficient sockets for cleaning gear.

viii) Community Centre: Kitchen/Servery

Ceiling	Suspended, with tiles to meet required standard for hygiene purposes, as advised by CDC Environmental Health Department.
Walls	Ceramic tile finish throughout
Floors	Quarry tiles or "Zin-Zig tiles throughout, with matching skirting and coving tiles.

	Wash down gully in floor.
Equipment	<p>Cookers Hob Units Hot Cupboard Preparation/Wash Up Sinks Toaster Chip Fryer Microwaves Utensils Pans</p> <p>All catering equipment is to be of commercial quality sourced from reputable suppliers</p> <p>All preparation tables are to be in stainless steel to meet the standards set for hygiene purposes by CDC's Environmental Health Department.</p> <p>Storage cupboards Refrigerator Freezer Counter top chill cabinet Mechanical ventilation on air conditioning.</p> <p>Mixture of functional seating and tables and relaxed soft seating, numbers to be determined by capacity levels.</p>
Lighting	Recessed fluorescent luminaries.
Electrics	Waterproof type switches and sockets throughout.

ix) Toilets – Male, Female, Disabled.

Ceilings	Suspended.
Walls	Ceramic tiles, "fleck" paint or a combination of both.
Floor	Quarry tiles or similar
Equipment	<p>Cubicles and doors Mirrors and shelves above wash hand basins Toilet roll holders Soap dispensers Hand dryers Sanitary disposal system Grab rails, alarm cord and special fittings for disabled use only.</p>

Lighting	Recessed luminaries.
Electrics	Waterproof type.

Male	WC's and urinals, WHB's (+ low level) WC's and WHB's (+ low level) WC and WHB
Female	
Disabled	

x) Plant Room, Electrical/Gas Intake

Ceilings	Eggshell on plasterboard or fire resistant board.
Walls	Fairfaced blockwork with acrylic eggshell emulsion finish.
Floor	Granolithic or sealed powerfloated concrete finish
Lighting	Surface mounted luminaries.

xi) Bin Store (External)

Ceiling	Suitable roofing product with plasterboard or fire resistant board and painted.
Walls	Fairfaced brick or block painted.
Floor	Granolithic or scaled powerfloated concrete
Equipment	Louvered gates to bins area to provide flow of ventilation. External tap for wash down.
Lighting	Surface mounted weatherproof luminaries

xii) Garden/External Areas

Two enclosed areas are required, linked to the Community Hall and the Youth Wing and containing tables, seating.

xiii) Car Park

Car parking to be provided within the public realm area (local centre). No private parking court specifically for the Community Centre. Use of public car park shared with other local centre uses and visitors to those uses and the nearby Primary School.

Details of surfacing of that public realm area identified in the REM application for the Local Centre.

Main Hall – Desirable Characteristics

Fenestration	High level windows to facilitate sports activity with less risk of damage.
Doors	To open outwards and be flush to wall

	surface.
Lighting	Fittings to be kept clear of badminton court area markings.
Ventilation	Air velocity on delivery or extract must not interfere with shuttlecock movement.
Ceiling	Chosen finish to be resistant to damage or markings by ball.
Electrics	Sockets at high level for temporary installations, eg disco or stage lighting.

Youth Wing

This needs to be separate from but complementary to the rest of the centre, having a separate entrance and egress so that youth activities and other general community functions can take place simultaneously without disrupting other user of facilities.

For the Youth Wing to be useful it needs to be multi-purpose and flexible. It should be able to accommodate fairly intensive and noisy activities as well as arts activity, dance, creative design, etc.

Ceilings need to be high and wall fittings need to be flush to allow projectile activities.

Sound proofing is required to prevent noise spillage to other parts of the Centre, to be determined during planning application process.

Wall finishes need to be such as to allow young people to design and personalise the final finish of the Youth Wing.

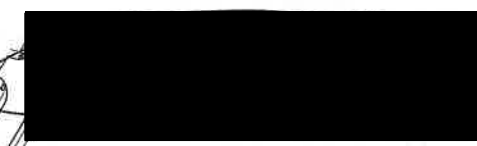
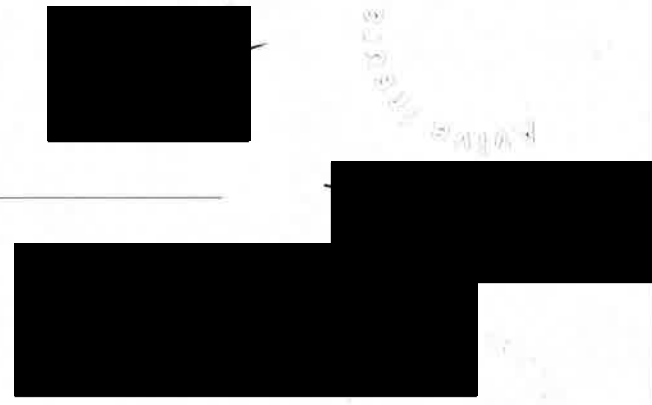
Design to enable Youth Wing to operate without the need for high levels of supervision.

Planning

It is the developer's responsibility to conduct such discussions and negotiations as may be necessary to ensure the proposed building has the highest possible chance of obtaining planning permission.

It is noted that the building design and layout is currently the subject of a Reserved Matters Planning application (15/02103/REM). Should that application not receive approval, then we would expect the developer to continue discussions and negotiations with Cherwell District Council to move forward with a submission of an alternative scheme which has the highest possible chance of obtaining planning permission.

Phase 1 Application boundary
 Phase 1 Community centre boundary



CDC 19153

SW Bicester Phase 1
 Countryside Properties Ltd

Deed of Modification
 Phase 1 Community Centre

180601U-1-S106-021	Revision: /
For Information	Date issued: 05/2016
1:2000@A3	Drawn by: GP Checked by: RB

Chief Legal Officer/Designated Officer



APPENDIX 3-INDEXATION METHODOLOGY

SOUTH WEST BICESTER INDEXATION METHODOLOGY

TRANSITION FROM PUBSEC TO BCIS (ALL IN TPI)

The Index figures for BCIS (All-in TPI) and PUBSEC, as taken from the BCIS website, are as follows current July 2016:

X				Y				Z
PUBSEC				BCIS ALL-IN TPI				BCIS
DATE		INDEX	SAMPLE (STATUS)	DATE		INDEX	SAMPLE (STATUS)	Deemed Status
1Q	2013	189	FIRM	1Q	2013	234	36	Firm
2Q	2013	190	FIRM	2Q	2013	236	31	Firm
3Q	2013	189	FIRM	3Q	2013	234	32	Firm
4Q	2013	195	REVISED	4Q	2013	239	37	Firm
1Q	2014	203	FIRM	1Q	2014	247	37	Firm
2Q	2014	207	FIRM	2Q	2014	259	39	Firm
3Q	2014	206	FIRM	3Q	2014	259	32	Firm
4Q	2014	204	FIRM	4Q	2014	259	31	Firm
1Q	2015	210	FIRM	1Q	2015	269	29	Firm
2Q	2015	212	FIRM	2Q	2015	276	FORECAST 15	
3Q	2015	209	PROVISIONAL	3Q	2015	271	FORECAST 19	
4Q	2015	207	FORECAST	4Q	2015	271	FORECAST 9	
1Q	2016	209	FORECAST	1Q	2016	272	FORECAST 8	
2Q	2016	211	FORECAST	2Q	2016	272	FORECAST	
3Q	2016	213	FORECAST	3Q	2016	271	FORECAST	
4Q	2016	214	FORECAST	4Q	2016	270	FORECAST	
1Q	2017	217	FORECAST	1Q	2017	269	FORECAST	
2Q	2017	219	FORECAST	2Q	2017	267	FORECAST	
3Q	2017	222	FORECAST	3Q	2017	265	FORECAST	
4Q	2017	224	FORECAST	4Q	2017	263	FORECAST	
1Q	2018	226	FORECAST	1Q	2018	261	FORECAST	

Note: although both indices are produced by BCIS the "BCIS (All-in Tender Price Index – TPI) does not currently explicitly give the status (Firm, Provisional or Forecast) but it does for the PUBSEC index. Consequently a "deemed status" is shown in column Z above. The "Firm" status used above in column Z applies to those (BCIS All-in TPI) index values which are deemed neither "Forecast " or "Forecast (with a number/sample size)" in the Sample/Status column of Y.

In the event that PUBSEC ceases to be published and/or updated, the parties would:

1. go back to the last date when both indices were 'firm' and work out the indexed figure applying PUBSEC to that date for the relevant contribution or figure that is referred to in the relevant planning obligation. This will result in a new base contribution figure applicable up to that date; and

2. the new base contribution figure would then be used and indexation up to the date of payment under the planning obligation provisions would be applied using BCIS (All-in TPI) from the last date when both indices were "firm".

WORKED EXAMPLE

The scenario below shows what could happen should PUBSEC cease in Q4 2016 (see Column A).

This assumes the initial principal contribution to be indexed is £1,000,000 based at 4Q13. This table assumes that the latest 'firm' index figure was the BCIS figure in Q3 2015 (Shown in Column B). In this scenario, we would use the PUBSEC index figure to Q3 2015 whereby we would have an indexed figure of £1,105,820 (shown in Column C). This then becomes our new base figure on which we index against using BCIS (all-in TPI)- (shown in Column D).

DATE		A		B			C	D
		PUBSEC		BCIS ALL-IN TPI			PUBSEC	BCIS
		INDEX	SAMPLE (STATUS)	INDEX	SAMPLE (STATUS)	Deemed Status	£	£
1Q	2013	189	FIRM	234	36	Firm	1,000,000	
2Q	2013	190	FIRM	236	31	Firm	1,005,291	
3Q	2013	189	FIRM	234	32	Firm	1,000,000	
4Q	2013	195	REVISED	239	37	Firm	1,031,746	
1Q	2014	203	FIRM	247	37	Firm	1,074,074	
2Q	2014	207	FIRM	259	39	Firm	1,095,238	
3Q	2014	206	FIRM	259	32	Firm	1,089,947	
4Q	2014	204	FIRM	259	31	Firm	1,079,365	
1Q	2015	210	FIRM	269	29	Firm	1,111,111	
2Q	2015	212	FIRM	276	32	Firm	1,121,693	
3Q	2015	209	FIRM	271	29	Firm	1,105,820	1,105,820
4Q	2015	207	FIRM	271	FORECAST 9	Forecast		1,105,820
1Q	2016	209	FIRM	272	FORECAST 8	Forecast		1,109,901
2Q	2016	211	PROVISIONAL	272	FORECAST	Forecast		1,109,901
3Q	2016	213	FORECAST	271	FORECAST	Forecast		1,105,820
4Q	2016	214	CEASED	270	FORECAST	Forecast		1,101,739
1Q	2017	217	CEASED	269	FORECAST	Forecast		1,097,659
2Q	2017	219	CEASED	267	FORECAST	Forecast		1,089,498
3Q	2017	222	CEASED	265	FORECAST	Forecast		1,081,337
4Q	2017	224	CEASED	263	FORECAST	Forecast		1,073,176
1Q	2018	226	CEASED	261	FORECAST	Forecast		1,065,015

Note: 1Q14, 1Q2014, Q114 and Q1 2014 all have the same meaning, ie 1st Quarter in 2014

**APPENDIX 4-UPDATED DRAFT TRANSFER FOR SECONDARY SCHOOL SITE TO BE
TRANSFERRED TO COUNTY COUNCIL**

Land Registry Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: ON223412
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Secondary Education Site at South West Bicester The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged in red on Plan A <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: OXFORDSHIRE COUNTY COUNCIL <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

7 Transferee's intended address(es) for service for entry in the register:

County Hall New Road Oxford Oxfordshire OX1 1ND
DX 4310 Oxford

8 The transferor transfers the property to the transferee

9 Consideration

- The transferor has received from the transferee for the property the following sum (in words and figures):
- The transfer is not for money or anything that has a monetary value [NB amend in relation to the Secondary Education Site]
- Insert other receipt as appropriate:

10 The transferor transfers with

- full title guarantee
- limited title guarantee

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

12 Additional provisions

Definitions

12.1.1 "Land" means the land [more particularly shown edged [] on the annexed plan marked "S106 Plan"/defined as such in the S.106 Agreement and shown on the Site Plan attached to and defined in the S.106 Agreement] *[delete as necessary]*.

12.1.2 "Drainage Authority" means the drainage authority for the area in which the Property is situated or adjoins or in respect of any drains serving or intending to serve the same or any body company or authority acting on its behalf.

12.1.3 "Highway Authority" means the highway authority (including the Department of Transport) for the area in which the Property is situated or adjoins or in respect of any highways leading to or serving or intended to serve the same or any body company or authority acting on its behalf;

12.1.4 "Perpetuity Period" means eighty years from the date

of this transfer;

- 12.1.5 "Scheme Roads" means the roads footpaths and cycleways now or within the Perpetuity Period to be constructed or completed within the Land and the adjoining property which are intended to be adopted by the Highway Authority;
- 12.1.6 "Scheme Sewers" means the sewers and drains now or within the Perpetuity Period to be constructed or completed within and serving the Land which are intended to be adopted by the Drainage Authority;
- 12.1.7 "Services" means the supply of water electricity and gas and radio television telephone and other audio and visual signals and the disposal of foul and surface water;
- 12.1.8 "Service Media" means the sewers channels drains pipes and watercourses mains wires cables pillars turrets aerials receivers poles soakaways and any other apparatus for the Services;
- 12.1.9 "Service Supplier" means a supplier of services;
- 12.1.10 "Transfer Plan" means the attached Plan A;
- 12.1.11 "Transferor's Retained Land" means the land edged blue on the attached plan marked [];
- 12.1.12 "S.106 Agreement" means the Agreement under Section 106 of the Town and Country Planning Act 1990 made [] between [];
- 12.1.13 For the avoidance of doubt "Property" will include any building constructed on the Property.

Interpretation

- 12.2 For the purpose of this Deed:-
- 12.2.1 the singular includes the plural and vice versa;
- 12.2.2 the masculine gender includes the feminine and neuter genders and vice versa;
- 12.2.3 references to persons includes firms companies corporations authorities or other bodies and vice versa;
- 12.2.4 references to Acts of Parliament Statutory Instruments or Government Circulars or Sections or Paragraphs of such Acts Statutory Instruments or Government Circulars include any re-enactments amendments or replacements of them;
- 12.2.5 the references to the parties named in the Transfer unless the context otherwise requires includes their successors in title and assigns and in the case of any local authority shall also include any successor in function;

- 12.2.6 the parties to this Transfer do not intend that any term of this Transfer will be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party;
- 12.2.7 terms used in this Transfer shall have the meaning given to them by the S106 Agreement unless otherwise specified.

Agreements and Declarations

- 12.3 It is agreed and declared that:-
- 12.3.1 all Service Media now used or intended to be used and enjoyed in common by the owners and occupiers for the time being of the Property and of any other land included in the Land shall continue to be so used and enjoyed and (except for the Scheme Sewers) shall be repaired and maintained at the fair and proportionate expense of the owners of the land entitled to use the same;
- 12.3.2 Section 62 of the Law of Property Act 1925 shall not apply to this transfer and except as expressly granted the property shall not by virtue of the agreement for this transfer or this transfer be entitled to any easement right privilege or other appurtenances over the Transferor's Retained Land and except as expressly reserved the Transferor's Retained Land shall not be entitled to any easement right privilege or other appurtenance over Property.

Rights granted for the benefit of the property

- 12.4 For the benefit of the Property and each and every part of it there is included the full right and liberty for the Transferee (in common with all other persons entitled to the same):-
- 12.4.1 to enter onto such part of the Transferor's Adjoining Land as is not built upon and which does not comprise garden land of an individual dwelling with vehicles plant and equipment for the purpose of carrying out works in connection with the construction of a school on the Property (and associated facilities) but not further or otherwise;
- 12.4.2 to pass over and along the Scheme Roads including the pavement crossings (but on foot only over the footpaths and on foot and on bicycle over the cycleways forming part of the Scheme Roads) with or without vehicles and at all times and for all purposes connected with the use and occupation of the Property. *If the scheme as developed provides for permanent access over any way which is not intended to be adopted this provision will require adjustment to accommodate this;*
- 12.4.3 until the rights conferred in clause 12.4.2 come into operation a right of way at all times and for all purposes with or without vehicles over the Land over

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

such reasonably convenient route as the Transferor shall from time to time agree with Transferee (both parties acting reasonably);

- 12.4.3 to connect to the Scheme Roads and the Scheme Sewers;
- 12.4.4 to the free and uninterrupted passage and running of Services in through under over and along the Service Media now running or later to run through under upon and along the Land or any part or parts of it to and from the Property together with the right to enter onto the Land for the purpose of laying maintaining renewing and repairing any such Service Media and making connections with them;
- 12.4.5 of support and protection for walls and buildings and boundary structures erected or to be erected on the Property by and from the adjoining part of the Land and any walls and buildings now erected or to be erected on it.

General

- 12.6 The following provisions shall apply to the rights granted above:-
 - 12.6.1 the siting of the rights shall be determined and the exercise of them shall commence within the Perpetuity Period;
 - 12.6.2 the rights are exercisable with contractors workmen machinery tools equipment and materials;
 - 12.6.3 the party or other person or persons exercising any of the rights shall give prior written notice (except in the case of emergency) and in so doing so cause as little disturbance as reasonably possible and shall make good any damage so caused as soon as reasonably practicable;
 - 12.6.4 Nothing in this Deed shall abridge the effect or operation of Section 162(1)(d) of the Law of Property Act 1925;
 - 12.6.5 None of the rights granted or reserved in this Transfer shall apply to or be exercised over any land transferred to or vested in any of the service suppliers or covered by a building.

Covenants by the Transferee

- 12.7 The Transferee covenants with the Transferor on behalf of itself and its successors in title so as to bind the Property for the benefit of the Transferor (and for the purpose of this clause "Transferor" means Countryside Properties (Bicester) Limited (CRN 04165427) or its specific assigns but not its successors in title to the Retained Land:-
 - 12.7.1 Right of pre-emption in respect of the Property;

- 12.7.1.1 the Transferee grants to the Transferor a right of pre-emption in respect of the Property;
- 12.7.1.2 the Transferee shall give notice to the Transferor within the period of 10 years after the date of the date of this transfer if there has not been constructed and opened for use the secondary education facility on the Property;
- 12.7.1.3 if the Transferee shall give notice as provided in paragraph 12.7.1.2 then notice to purchase the Property may be given by the Transferor within 25 working days;
- 12.7.1.4 on service of the notice referred to in paragraph 12.7.1.3 a binding contract shall exist for the sale by the Transferee and the purchase by the Transferor of the Property at the price of £1.00;
- 12.7.1.5 the Transferee shall deduce a good and marketable title to the Property in accordance with rules 134(1)(a) and (b) and 135(1)(a) of the Land Registration Rules 2003 free from any financial charge and the Transferor shall be deemed to have full knowledge of the title in all respects and shall not raise any requisition or make any objection in relation to the title;
- 12.7.1.6 The transfer to the Transferor will be subject to:-
- (a) any matters contained or referred to in the entries or records made in registers maintained in respect of the Property by HM Land Registry as at the date of this transfer subject to priority searches;
 - (b) any matters discoverable by inspection of the Property before the date of the transfer;
 - (c) any matters which the Transferee does not and could not reasonably know about;
 - (d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this contract;
 - (e) public requirements;
 - (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the

Land Registration Act 2002;

- 12.7.1.6 Vacant possession shall be given on completion;
- 12.7.1.7 Completion shall take place on the date one calendar month after the date of the notice by the Transferor in accordance with paragraph 12.7.1.3;
- 12.7.1.8 For the avoidance of doubt the Standard Commercial Property Conditions (Second Edition) shall apply to any purchase pursuant to paragraph 12.7.1 but in the event of any conflict between the Standard Conditions and the provisions of this paragraph 12.7.1 the latter shall prevail;
- 12.7.1.9 The Transferor and the Transferee will take whatever further steps are required to perfect the contract for the re-purchase of the Property to render it valid in accordance with Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 and enforceable against both parties;
- 12.7.1.10 The Transferee shall procure that, on completion of any transfer of the freehold title to the Property to any party other than the Transferor within the period referred to in clause 12.7.1.2, a deed of covenant is entered into by the transferee under that transfer that it will comply with the provisions of this clause 12.7.1;
- 12.7.1.11 The Transferor and Transferee jointly apply to the Land Registrar for a Restriction in standard form L to be noted on the Charges Register of the Property as follows:-
- "No disposition of the registered estate (other than a Charge) by the proprietor of the registered estate or by the proprietor of any registered Charge is to be registered without a certificate signed on behalf of the Transferor that the provisions of the Schedule to the Transfer dated [] between [name of relevant Transferor] (1) and the Oxfordshire County Council (2) have been complied with."
- 12.7.1.12 The Transferor acknowledges that the Restriction in 12.7.1.11 above shall only remain on the Charges Register for the Property until such time as a contract is let for the construction of a secondary education facility on the Property and the Transferor hereby irrevocably consents to an application by the Transferee to the Land Registrar for cancellation of that

Restriction on the letting of such contract

12.7.2 The Restrictions

12.7.2.1 Use

The Transferee must not during the period of 10 years from the date hereof without the previous written consent of the Transferor use the Property for any purpose other than for educational use as a secondary school and all uses reasonably ancillary thereto in accordance with the School Standards and Framework Act 1998 the Education Acts 1996 -2005 the Education and Inspections Act 2006 and all other legislation relating to publicly-funded education which ancillary uses shall include (but not be limited to) after-school activities, youth provision community use and adult learning for the benefit of the Land and surrounding area.

PROVIDED THAT these restrictions shall cease to apply if the Transferor exercises its right of pre-emption pursuant to Clause 12.7.1 of this Transfer.

12.7.2.2 Nuisance

The Transferee must not do or omit to be done any act or thing on or about the Property the doing or omission of which shall or may be or grow to be an annoyance nuisance damage danger or disturbance to the Transferor or the owners or occupiers of any part of the Land save that the use of the Property in accordance with clause 12.7.2.1 is deemed not to be a breach of this clause.

12.7.2.3 Parking

The Transferee must not and must use reasonable endeavours to ensure that all visitors to the Property do not park motor vehicles on or obstruct in any other manner any part of the Scheme Road or any other road or footpath forming part of the Land except for any areas other than Scheme Roads or other road or footpath that are designated as dropping off areas for the secondary education facility laid out by the Transferor for such purpose and provided always that this clause shall cease to apply where the Scheme Roads become adopted as public highway

12.7.2.4 Deed of Covenant

The Transferee shall not transfer nor dispose of in any way the Property to any other person or body (the "**Purchaser**") without simultaneously with the completion of such transfer or other disposition procuring a deed of covenant by the Purchaser duly executed as a deed by the Purchaser substantially in the form annexed whereby the Purchaser covenants directly with the Oxfordshire County Council to observe and perform clauses 48 (except 48.1), 49 and 50 of the Planning Obligation (together with this clause

12.7.2.4)

12.8 Positive Covenants by the Transferee

12.8.1 The Transferee covenants by way of indemnity only with the Transferor that the Transferee will observe and perform the covenants and conditions contained or referred to in the Property, Proprietorship and Charges Registers of Title Numbers [] and [] as at [date] and the Planning Obligation in so far as they relate to the Property and will indemnify and keep indemnified the Transferor and its estate against all actions proceedings damages costs claims and expenses which may be suffered or incurred by the Transferor or its estate in respect of any future breach or non-observance or non-performance of those covenants and conditions.

12.8.2 The Transferee covenants with the Transferor as follows:-

12.8.2.1 Unless express permission is elsewhere contained in this Transfer or the same are maintained at public expense the Transferee must pay a fair proportion according to use of the expense of cleaning maintaining repairing and renewing the Service Media and any entrance drive path or accessway or other land or thing used by the Transferee jointly with others.

12.8.2.2 The Transferee must maintain and keep in good repair the walls hedges and fences hereby transferred except in so far as the same are to be removed or replaced as part of the construction of the secondary school by the Transferee. *[Need more detail of which specific boundaries are intended to be transferred before transfer finalised]*

12.8.2.3 The Transferee must observe and perform all conditions contained in any planning permission in so far as it affects the Property.

12.9 Transferor's Covenants

12.9.1 The Transferor covenants with the Transferee and the persons deriving title under the Transferee that so long as the Property is used for the purposes of public education it will not erect a mobile phone mast or cause or permit a mobile phone mast to be erected on any part of the Transferor's Retained Land within 200 metres of the boundary of the Property

12.9.2 The Transferor covenants with the Transferee and the persons deriving title under the Transferee that the Transferor and its successors in title to the Land or any part of it (but without imposing any liability on any subsequent purchaser of only an individual plot of land

with a dwelling on it or to be erected on it) will at its or their own cost construct and complete or procure the construction and completion of the Scheme Roads and the Scheme Sewers to the requirements and the satisfaction of the Highway Authority and the Drainage Authority respectively and will repair and maintain the same until adoption and will indemnify the Transferee and the persons deriving title under him from and against all costs charges claims and demands in respect of the same until adoption

- 12.9.3 The Transferor covenants with the Transferee and the persons deriving title under the Transferee that the Transferor and its successors in title to the Land or any part of it shall maintain repair or as necessary renew any and all Service Media as may be located in under over or on the Land in so far as the same serve the Property (whether or not in common with any other part or parts of the Land).

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

- 12.10.1 A right of support and protection for the benefit of the Transferor's Retained Land and each and every part of it for walls and buildings and boundary structures erected or to be erected on the Transferor's Retained Land by and from the adjoining part of the Property and any walls and buildings now erected or to be erected on it

Include words of covenant.

Restrictive covenants by the transferee

Include words of covenant.

Restrictive covenants by the transferor

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains Transferees' covenants or declarations or contains an application by the Transferee (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).

Signed as a deed by
(enter full name of individual)
in the presence of:

Sign here

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

Signed as a deed by
(enter full name of attorney) as attorney for
and in the name of
(enter full name of individual)
in the presence of:

Sign here your own name
and the name of the
individual

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

Signed as a deed by
(enter full name of individual)
in the presence of:

Sign here

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

Signed as a deed by
(enter full name of person signing) at the direction and

Sign here the name of the
individual and your own
name

on behalf of **(full name of individual)** in his/her presence and in the presence of:

Signature of first witness

Name (in BLOCK CAPITALS)

Address

Occupation

Signature of second witness

Name (in BLOCK CAPITALS)

Address

Occupation

Executed as a deed by **(name of company)** acting by [a director and its secretary] [two directors]:

Sign here

Director

Secretary/Director

Executed as a deed by affixing the common seal of **(name of company)** in the presence of:

Common Seal of Company

Director

Director/Secretary

Executed as a deed by **(name of company)**

Signature

acting by a director
in the presence of:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

Signed as a deed on behalf
of **(name of company)**
a company incorporated in
(territory) by **(full name[s]
of person[s] signing)** being
[a] person[s] who in
accordance with the laws of
that territory is/are acting
under the authority of the
company::

Signature[s]

Signed as a deed by
**(name of limited liability
partnership)**
acting by two members:

Member

Member

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

APPENDIX 5- EXTRACTS FROM SITE 2 PLANNING OBLIGATION

Extracts of the Definitions of the Site 2 Planning Obligation

"Development" the Development of the Site with residential development within use Class C3, extra care facility, primary school, retail, formal and informal public open space, play facilities allotments and associated infrastructure including landscaping, highways, footpaths/cycleways, drainage utilities and parking

Note: the "Site" in the Site 2 Planning Obligation is defined as the "Site 2" in the Deed of Variation

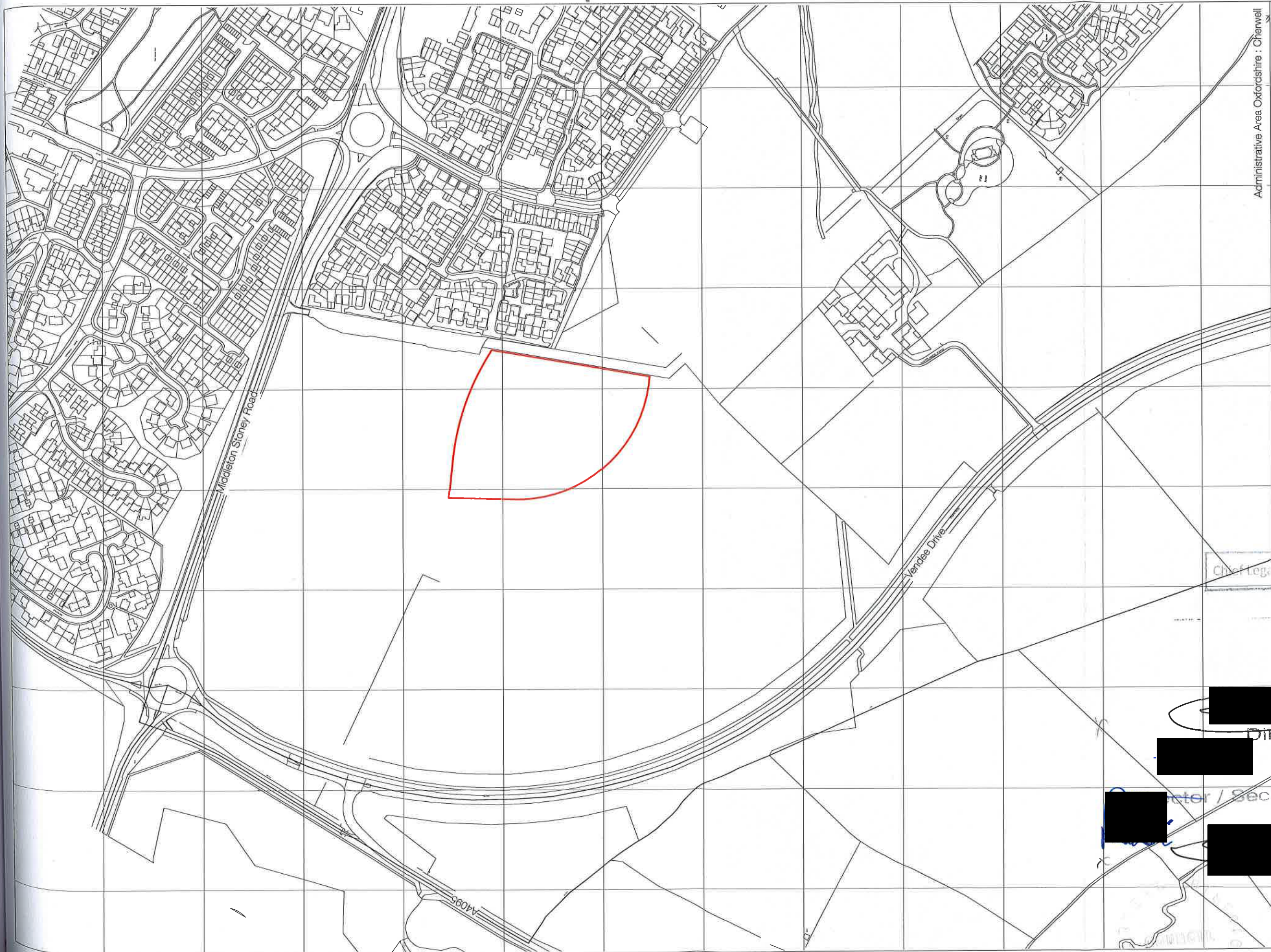
"Dwelling" a dwelling (including a house flat or maisonette) constructed or to be constructed as part of the Development and including Affordable Housing designed for residential occupation by a single household

"Implementation" means the carrying out of any material operation (as defined in Section 56(4) of the Act) forming part of the Development other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, works to existing water courses, construction of access roads for construction traffic and "Implement" and "Implemented" shall be construed accordingly

"Occupation" and "Occupied" means occupation of any Dwelling or if earlier the transfer of a Dwelling but not including occupation for the purposes of construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "occupy" and "occupied" shall be construed accordingly

"Primary School Site" means all that area of land shown edged red on the Primary School Land Plan with an area of no less than 2.2 hectares PROVIDED THAT the Owner shall not be required to provide land in excess of the 2.2 hectares AND PROVIDED FURTHER THAT the Owner and the County Council may agree minor changes to the boundaries of the Primary School Site to those currently shown on the Primary School Land Plan

Note: the "Primary School Land Plan" in the Site 2 Planning Obligation means the plan appended to the Deed of Variation entitled "SW Bicester Phase 2 Primary School Site Land Transfer Plan".



Administrative Area Oxfordshire : Cherwell



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**SW BICESTER PHASE 2
PRIMARY SCHOOL SITE
LAND TRANSFER PLAN**

Chief Legal Officer / Designated Officer

Director

Secretary / Secretary

CDC
19153

APPENDIX 6- DOV BOND

DATED 2016

THE OXFORDSHIRE COUNTY COUNCIL

- and -

COUNTRYSIDE PROPERTIES (BICESTER) LIMITED

AVIVA INSURANCE LIMITED

BOND

relating provision of bus services at Kingsmere South West Bicester

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

THIS BOND is dated the day of 2016

made **BETWEEN**:-

- (1) **THE OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1 1ND ("the Council")
- (2) **COUNTRYSIDE PROPERTIES (BICESTER) LIMITED** (company number 4165427) whose registered office is at Countryside House, The Dr, Great Warley, Brentwood CM13 3AT ("the Owner")
- (3) **AVIVA INSURANCE LIMITED** (company number SC002116) whose registered office is at Pitheavlis, Perth, PH2 0NH ("the Surety")

WHEREAS

A By an agreement dated 27th June 2008 made between inter alia the Owner and the Council (as varied and supplemented as set-out in the Schedule to this Deed ("the Agreement"), the Owner is under certain obligations as defined and detailed into the Agreement including to secure the provision of the Bus Services comprising the Local Bus Service and Inter Urban Bus Service and in the event of default in circumstances as detailed in the Agreement to pay the relevant Bus Payment (as defined in the Agreement and as will be accordingly defined in the Planning Agreement Site 2.

B It is intended that comparable provisions will be incorporated in Planning Agreement Site 2.

NOW THIS DEED WITNESSETH AS FOLLOWS

1. In this Deed
 - Terms and provisions defined in the Agreement shall have the same meaning in this Deed unless the context otherwise requires
 - “the Bonded Sum” shall mean the sum of ONE MILLION ONE HUNDRED TWENTY FIVE THOUSAND pounds (£1,125,000) subject as provided in clause 7

2. The Owner and the Surety are jointly and severally bound to the Council for the Bonded Sum

3. The Council may call for the Surety to make payment if the Owner shall fail to pay any part of the Bus Payments due under any of the terms of the Agreement or the Planning Agreement Site 2

4. Any claim hereunder shall be accompanied by a statement signed by the Chief Legal Officer of the Council that the amount claimed represents the amount payable in respect of all or any part of the Bus Payments that falls due to be paid under the provisions of the Agreement or the Planning Agreement Site 2 that the Owner has not otherwise paid PROVIDED THAT for the avoidance of doubt the Council shall not be entitled to recover twice for the same breach under the provisions of both the Agreement or the Planning Agreement Site 2

5. The Surety shall within 14 days after service of any claim pay the Council the sum specified in such claim and shall not be entitled to delay or withhold payment for any reason notwithstanding any objection by the

- Owner or any other party provided always that the maximum aggregate liability of the Surety does not exceeded the Bonded Sum
6. The Council may make as many separate claims under this Bond as it considers appropriate provided that they shall not exceed in aggregate the Bonded Sum
 7. The Owner may no earlier than the date of first Occupation (Site 2) of a Dwelling (Site 2) and then no more than once a year from that date request the Council in writing to review the amount of the Bonded Sum and the Council shall within 25 working days of receipt of such a request notify the Owner and the Surety in writing as to the reduction of the Bonded Sum to such sum as the Council acting reasonably and taking into account index linking and the trigger dates for payment of the Bus Payments then estimates may be or become payable to the Council in respect of the Bus Payment (adjusted for index linking and including reasonable allowance for future index linking) plus any outstanding interest on account of late payment of any Bus Payment PROVIDED THAT in the event the Implementation (Site 2) (as defined in the Agreement) does not occur and the planning permission for Site 2 reference number 13/00847/OUT expires then the Owner may request the Council in writing to review the amount of the Bonded Sum once a year from such expiry of the planning permission for Site 2 reference number 13/00847/OUT until the expiry of the latter of the dates in clauses 39.1.1 and 39.1.2 of the Agreement.
 8. Without prejudice to the generality of clause 5 the obligations of the Surety under this Bond shall not be affected by any act, omission or

matter which might (but for this clause) operate to release or discharge such obligations in whole or in part, including without limitation:

- 8.1 any time or waiver or accommodation or credit granted to the Owner or the Surety or any abstention from enforcing the Council's rights against the Owner or the Surety;
 - 8.2 the bankruptcy, liquidation or insolvency of the Owner or the presentation of a petition for the making of an administration order in respect of the Owner or the making of any such order or the appointment of (or giving of notice to appoint) an administrator in respect of the Owner;
 - 8.3 anything or matter that would or might have discharged or affected any liability if the Surety's obligation under this Bond had been secondary rather than primary
9. This deed gives no rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act
 10. This Bond shall be governed by and construed in accordance with English law and the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Bond

SCHEDULE

“The Agreement” means a Planning Obligation by Deed of Agreement dated 27 June 2008 and 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 dated 30 August 2011 Countryside Properties (Bicester) Limited (1) Aviva Public Private Finance Limited (2) Aviva Insurance UK Limited (3) and the Oxfordshire County Council (4)

(c) a Deed of Agreement and Release dated 30 August

f). a Deed of Variation dated [] made between Cherwell District Council (1) Oxfordshire County Council (2) Countryside Properties (Bicester) Limited (3) Countryside Properties (UK) Limited (4) Aviva Public Private Finance Limited (5) Aviva Insurance Limited (6)

2011 and made between Cherwell District Council (1)
Oxfordshire County Council (2) Countryside Properties
(Bicester) Limited (3) Aviva Public Private Finance Limited
(4) Aviva Insurance UK Limited (5)

(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)

(e) a Supplemental Planning Obligation and Deed of
Variation dated ^{15 August 2016} [1] 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 Limited (9)

(f) *see opposite*

THIS BOND has been executed as a Deed and is delivered the day and year
first before written

THE COMMON SEAL of THE)

OXFORDSHIRE COUNTY COUNCIL)

was affixed hereto in the presence of:-)

Chief Legal Officer/Designated Officer

THE COMMON SEAL of COUNTRYSIDE

PROPERTIES (BICESTER) LIMITED)

)

was hereunto affixed in the)

presence of:-)

Director

Secretary

THE COMMON SEAL of AVIVA

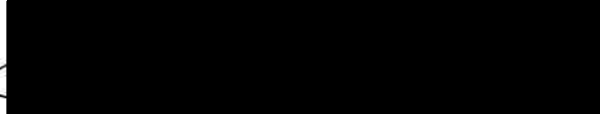
INSURANCE LIMITED

)

was hereunto affixed in the)

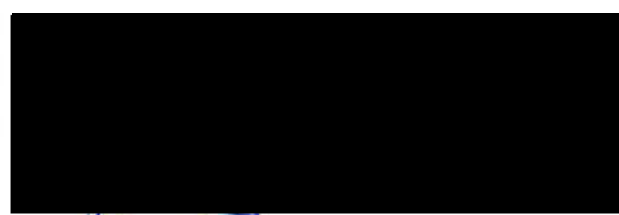
presence of:-)

EXECUTED AS A DEED under the)
COMMON SEAL of the COUNTRYSIDE)
PROPERTIES (BICESTER) LIMITED)
in the presence of)

Director 

Director / Secretary 

EXECUTED AS A DEED by the)
COUNTRYSIDE PROPERTIES (UK))
LIMITED acting by a director)
in the presence of)



Signature of Witness

Name of Witness

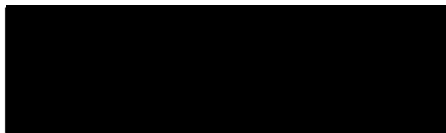
Address of Witness:

Occupation of Witness:

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

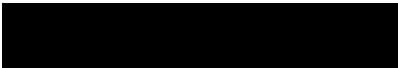
Gillian Gibbs



AS ATTORNEY FOR)
AVIVA PUBLIC PRIVATE FINANCE LIMITED)

In the presence of)

Signature of witness



Name of witness

BARBARA MEERS

Address of witness

Carrara 0, Surrey Street,
Norwich NR1 3UY

Occupation of witness

Administrative Assistant

Executed as a deed (but not delivered)
until the date inserted above) by affixing)
the common seal of AVIVA INSURANCE)
LIMITED in the presence of:)

Authorised Signat



NOR16/2546

EXECUTED AS A DEED under the
COMMON SEAL of the CHERWELL
DISTRICT COUNCIL in the presence of:

)

)



Authorised Signatory



CDC 19153

The COMMON SEAL of the
OXFORDSHIRE COUNTY COUNCIL
was affixed in the presence of:

)

)

)



Chief Legal Officer/Designated Officer

667/16



Law & Governance

Kevin Lane – Head of Law & Governance

Cherwell

DISTRICT COUNCIL
NORTH OXFORDSHIRE

To whom it may concern

Bodicote House
Bodicote • Banbury
Oxfordshire • OX15 4AA
Telephone 01295 252535
Textphone 01295 221572
DX 24224 (Banbury)
<http://www.cherwell.gov.uk>

Please ask for **Nigel Bell**
Direct Dial 01295 221687

Our ref **NB/11311**
Fax 01295 263143

Your ref
Email nigel.bell@cherwellandsouthnorthants.gov.uk

13 September 2016

To whom it may concern

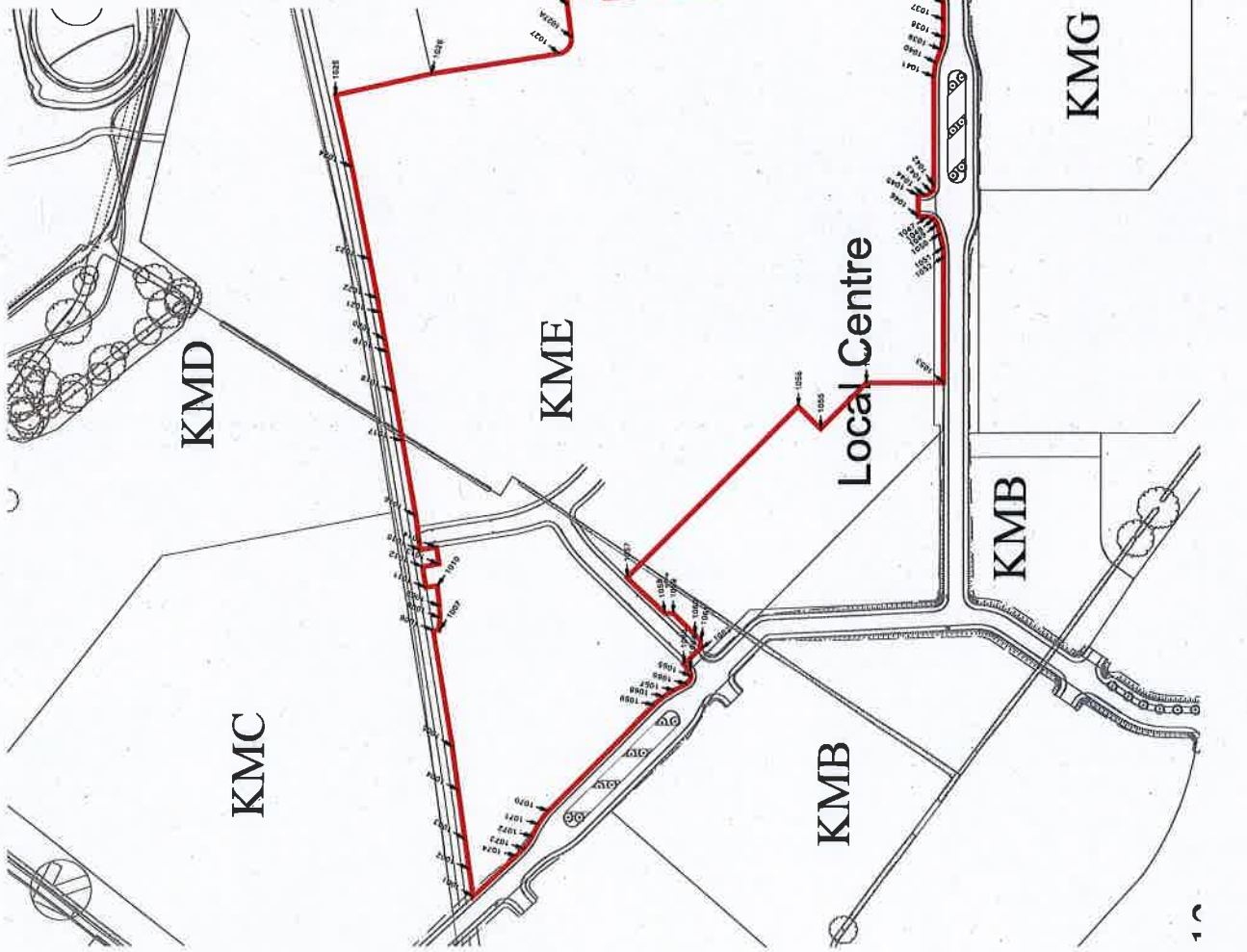
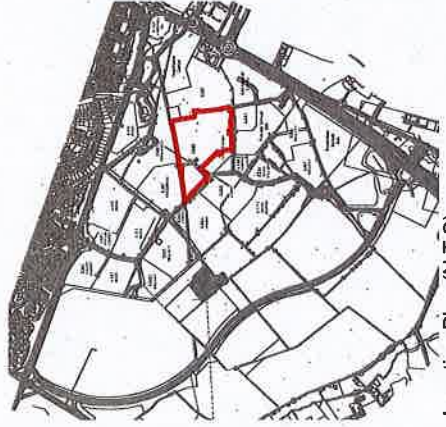
South West Bicester Phase 1 - Deed of Variation

Cherwell District Council acknowledges that Parcel KME on South West Bicester Phase 1, shown red on the attached plan, has been sold by Countryside Properties (Bicester) Limited to Bovis Homes Limited and is therefore "Sub-Sold Land" for the purposes of the SW Bicester Phase 1 Deed of Variation between Cherwell District Council, Oxfordshire County Council, Countryside Properties (Bicester) Limited, Countryside Properties (UK) Limited, Aviva Public Private Finance Limited and Aviva Insurance Limited dated 13 September 2016 ("DOV"). Cherwell District Council therefore confirms that Parcel KME should be shown yellow on the "Plan" attached to the DOV.

Yours sincerely


Richard Hawtin
Team Leader – Non-Contentious Business

	EASTING	NORTHING	EASTING	NORTHING
1001	457125.835	222099.153	1054	222099.153
1002	457137.380	222100.687	1055	457336.727
1003	457149.767	222102.376	1056	457318.086
1004	457169.960	222105.131	1057	457327.311
1005	457187.748	222107.559	1058	457257.152
1006	457235.571	222115.381	1059	457242.318
1007	457245.504	222112.877	1060	457233.591
1008	457253.747	222113.717	1061	457231.175
1009	457253.114	222118.715	1062	457221.504
1010	457261.619	222119.715	1063	457219.026
1011	457262.744	222112.930	1064	457213.378
1012	457269.575	222114.037	1065	457216.558
1013	457282.561	222120.736	1066	457208.209
1014	457313.192	222122.559	1067	457204.688
1015	457349.797	222131.489	1068	457181.313
1016	457353.523	222134.353	1069	457155.954
1017	457354.968	222135.302	1070	457150.918
1018	457365.920	222137.186	1071	457146.835
1019	457371.935	222138.284	1072	457142.823
1020	457387.975	222141.360	1073	457142.823
1021	457425.903	222148.622	1074	457142.823
1022	457455.492	222155.232	1075	457142.823
1023	457464.285	222116.235	1076	457142.823
1024	457492.649	222060.526	1077	457142.823
1025	457504.365	221958.182	1078	457142.823
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1035	457468.738	221909.308	1088	457142.823
1036	457462.892	221910.099	1089	457142.823
1037	457417.992	221910.099	1090	457142.823
1038	457415.174	221911.267	1091	457142.823
1039	457414.000	221914.040	1092	457142.823
1040	457413.999	221916.600	1093	457142.823
1041	457405.200	221916.600	1094	457142.823
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1043			1096	457142.823
1044			1097	457142.823
1045			1098	457142.823
1046			1099	457142.823
1047			1100	457142.823
1048			1101	457142.823
1049			1102	457142.823
1050			1103	457142.823
1051			1104	457142.823
1052			1105	457142.823
1053			1106	457142.823



Rev	Date	By	Description
D	15.08.16	RR	Eastern boundary corrected. Co-ordinates 1027 revised. 1027A added.
C	04.09.16	RR	Secondary road added. Turning head added. Co-ordinates revised.
E	26.05.16	RR	Co-ordinates revised.
A	21/05/16	RR	Co-ordinates added.

date:	25.04.16	project:	Bicester South Oxfordshire
scale:	A3 1:2000	drawn by:	JH
checked:	PC	drawing:	KME - Plan 2
information:			Co-Ordinated Boundary Plan
file name:			
revision:			
author:			
date:			
sheet no.:			
total sheets:			

 BSI 15, Queen's Road, London W1A 0AA Tel: 020 8996 9001 Fax: 020 8996 7001 www.bsi.com	 COUNTRYSIDE Project People Live CountrySide House The Drive, Hemel Hempstead Herts AL9 9AT 01438 75000 www.countryside-projects.com
--	--

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Date: 13 September 2016
Our ref: GW/MP/47619

**Corporate Services
County Hall
New Road
Oxford OX1 1ND**

DX 4310 Oxford

**Glenn Watson
Law & Governance
Legal Services**

To whom it may concern

South West Bicester Phase 1 - Deed of Variation

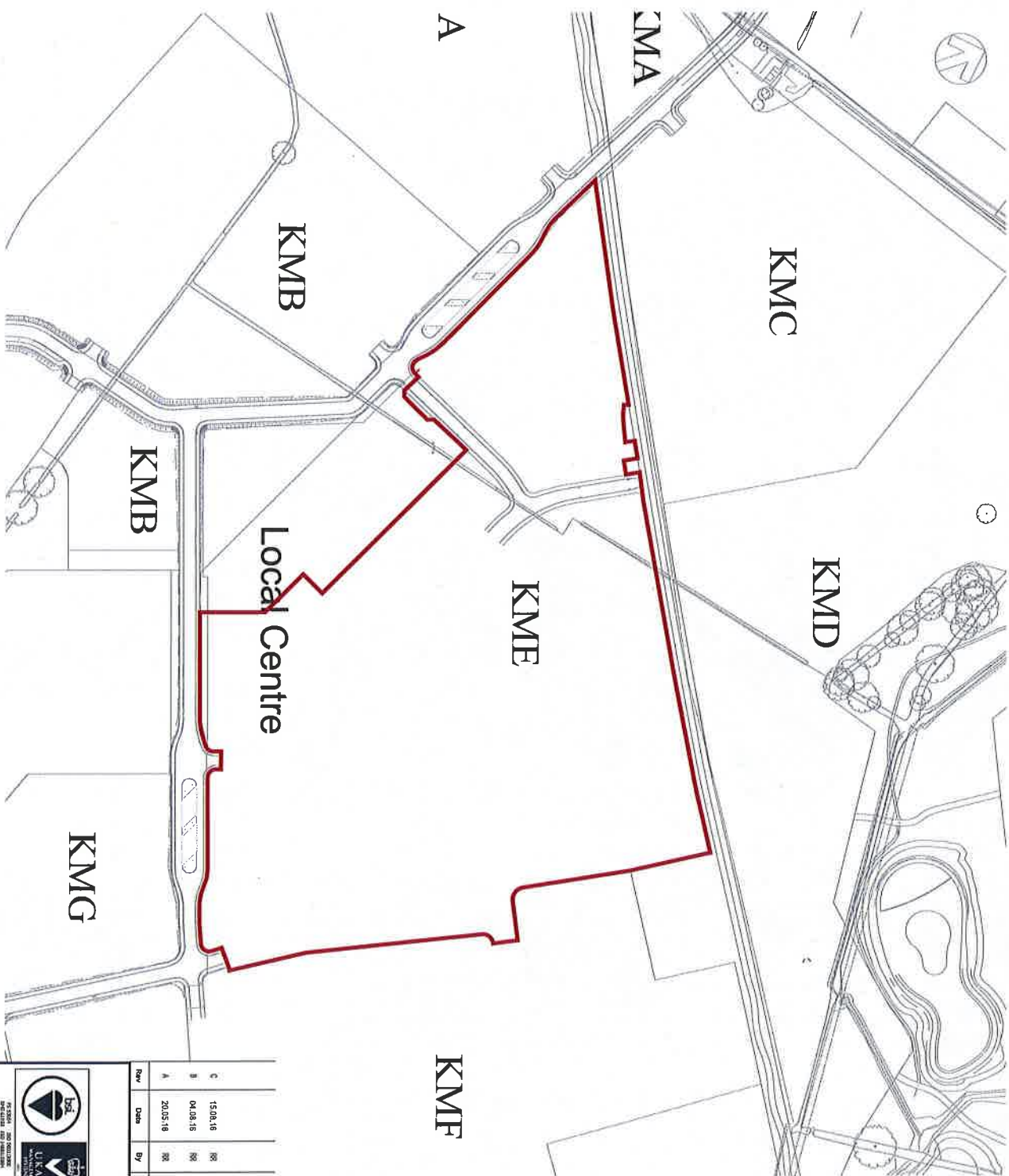
Oxfordshire County Council acknowledges that Parcel KME on South West Bicester Phase 1, shown red on the attached plan, has been sold by Countryside Properties (Bicester) Limited to Bovis Homes Limited and is therefore "Sub-Sold Land" for the purposes of the SW Bicester Phase 1 Deed of Variation between Cherwell District Council, Oxfordshire County Council, Countryside Properties (Bicester) Limited, Countryside Properties (UK) Limited, Aviva Public Private Finance Limited and Aviva Insurance Limited dated September 13th 2016 ("DOV"). Oxfordshire County Council therefore confirms that Parcel KME should be shown yellow on the "Plan" attached to the DOV.

Yours sincerely




Glenn Watson
Principal Governance Officer
County Hall
OXFORD
OX1 1ND
glenn.watson@oxfordshire.gov.uk

07776 997946
Enc




Location Plan (N.T.S)
NB: Center of red line is the legal boundary

Rev	Date	By	Description	CHK'd
C	15.04.16	SR	Eastern boundary corrected	
B	04.04.15	SR	Secondary road added. Turning head added.	
A	20.05.10	SR	Redline boundary revised	



B&B CONSULTANTS
LIVAS
ARCHITECTS



COUNTRYSIDE
Place People Love
Countryside House
The Old Rectory
100 Church Street
Oxford OX1 1JF
01273 20000
oxford@b-b-consultants.com

date:	25.04.16	project:	Blissett South Oxfordshire
scale:	@A3 1:2000	drawn by:	JH
checked:	PC	drawing:	KME - Plan 1 Red Line Boundary Plan
1. Information		drawing no.:	201704-KME-001
2. Revision		sheet no.:	1 of 1
3. Comments		rev.:	C
4. Preparation			

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**Countryside Properties
(Bicester) Ltd.**

Countryside House
The Drive
Brentwood
Essex CM13 3AT

Tel: 01277 260000

Fax: 01277 690600

DX: 124280 Brentwood 4

www.countryside-properties.com

13 September 2016

To whom it may concern

South West Bicester Phase 1 - Deed of Variation

Countryside Properties (Bicester) Limited acknowledges that Parcel KME on South West Bicester Phase 1, shown red on the attached plan, has been sold by Countryside Properties (Bicester) Limited to Bovis Homes Limited and is therefore "Sub-Sold Land" for the purposes of the SW Bicester Phase 1 Deed of Variation between Cherwell District Council, Oxfordshire County Council, Countryside Properties (Bicester) Limited, Countryside Properties (UK) Limited, Aviva Public Private Finance Limited and Aviva Insurance Limited dated 13 September 2016 ("DOV"). Countryside Properties (Bicester) Limited therefore confirms that Parcel KME should be shown yellow on the "Plan" attached to the DOV.

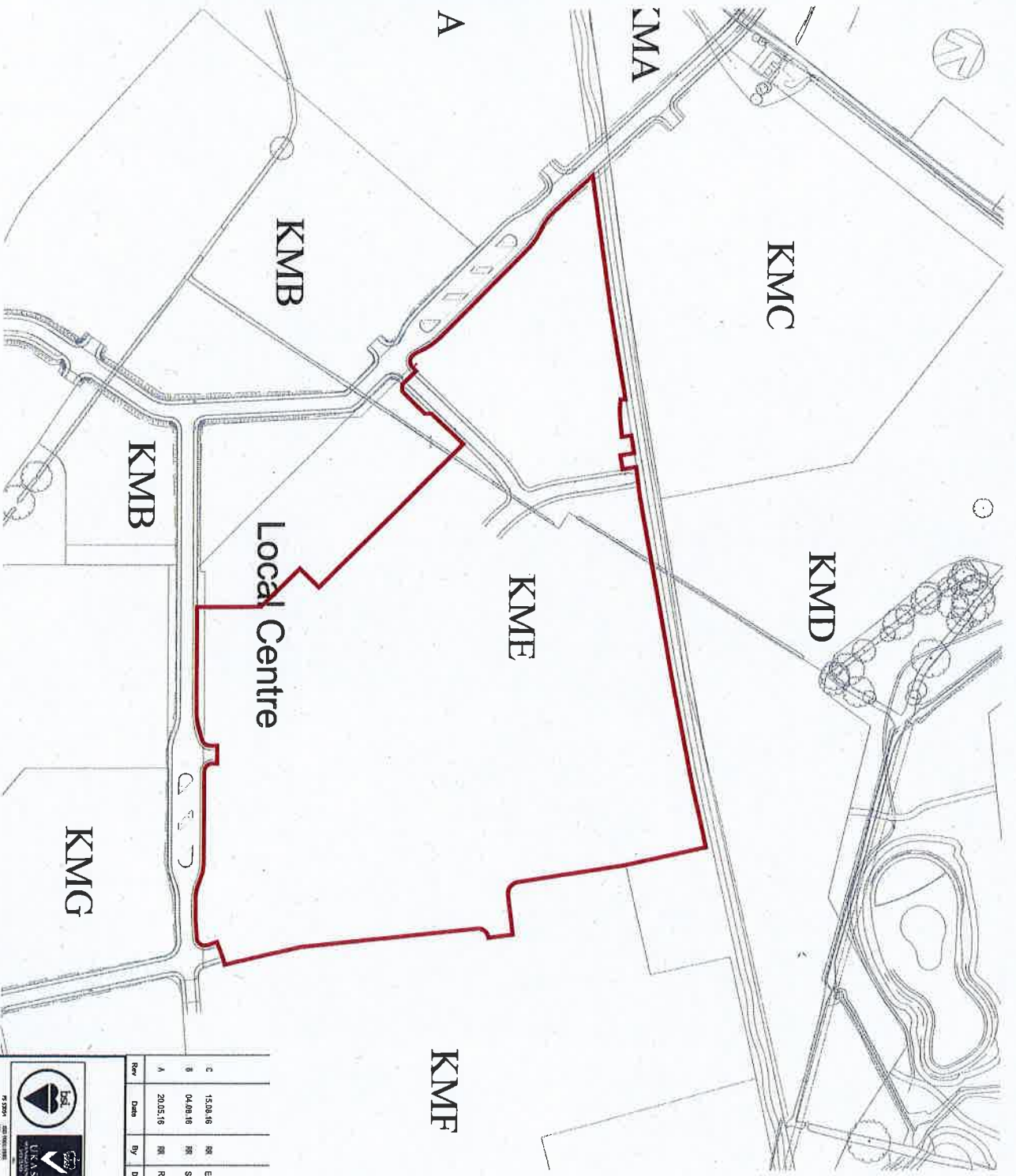
Yours sincerely


Signed by:

Richard Cherry



For and on behalf of Countryside Properties (Bicester) Limited





Location Plan (N.T.S)
NB: Center of red line is the legal boundary

Rev	Date	By	Description	CHK'd
C	15.08.16	RE	Eastern boundary corrected.	
B	04.08.16	RE	Secondary road added, turning head added.	
A	20.05.16	RE	Redline boundary revised	

COUNTRYSIDE

Project: **Bicester South Oxfordshire**
 Drawing: **KME - Plan 1**
 Title: **Red Line Boundary Plan**

date:	25.04.16	project:	Bicester South Oxfordshire
scale:	QA3 1:2000	author:	JH
drawn by:	JH	checked:	PC
drawn:	PC	approved:	PC
date:	20.05.16	drawing no.:	Z00700-KME-001
drawn by:	JH	sheet no.:	Sheet 1 of 1
checked:	PC	rev.:	C

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COUNTRYSIDE

Places People Love

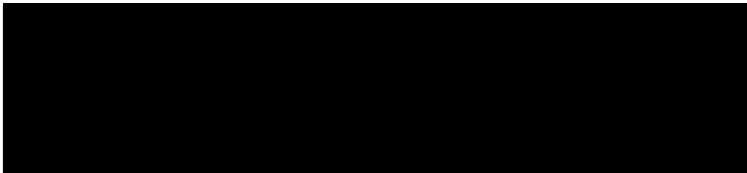
13 September 2016

To whom it may concern

South West Bicester Phase 1 - Deed of Variation

Countryside Properties (UK) Limited acknowledges that Parcel KME on South West Bicester Phase 1, shown red on the attached plan, has been sold by Countryside Properties (Bicester) Limited to Bovis Homes Limited and is therefore "Sub-Sold Land" for the purposes of the SW Bicester Phase 1 Deed of Variation between Cherwell District Council, Oxfordshire County Council, Countryside Properties (Bicester) Limited, Countryside Properties (UK) Limited, Aviva Public Private Finance Limited and Aviva Insurance Limited dated 13 September 2016 ("DOV"). Countryside Properties (UK) Limited therefore confirms that Parcel KME should be shown yellow on the "Plan" attached to the DOV.

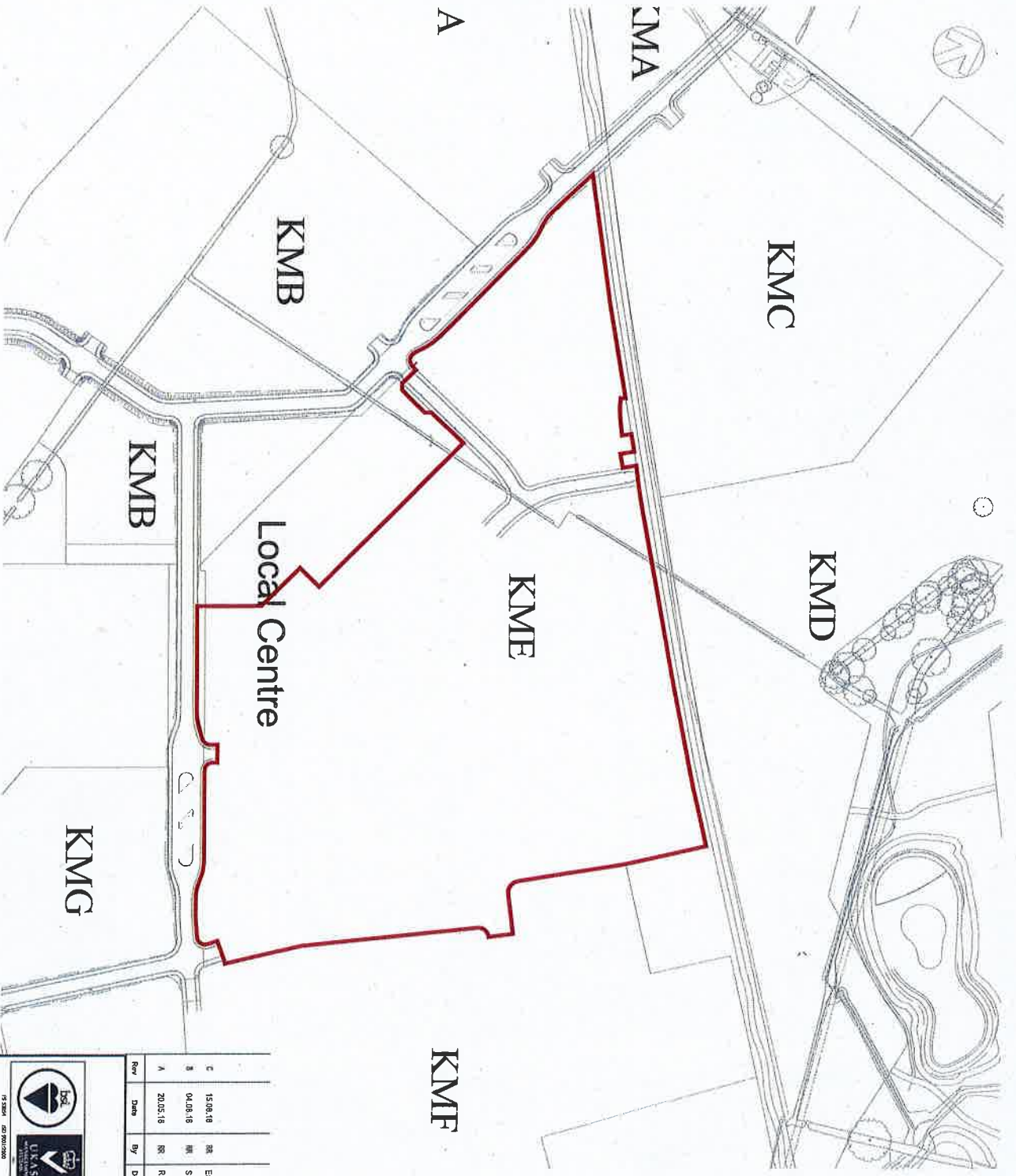
Yours sincerely



Signed by:



Richard Cherry

For and on behalf Countryside Properties (UK) Limited



Location Plan (N.T.S.)
NB: Center of red line is the legal boundary

Rev	Date	By	Description	CHK'd
C	15.08.16	BR	Eastern boundary corrected.	
B	04.08.16	HR	Secondary road added. Turning head added.	
A	20.05.16	RR	Redefine boundary revised	

			
Project: Bicester South Oxfordshire scale: 0:40 1:2000 drawn by: JH checked: PC information: KME - Plan 1 T: Red Line Boundary C: Plan P: Plan		drawing: KME - Plan 1 drawing no: Red Line Boundary Plan drawing no: Z0700-KME-001 sheet no: Sheet 1 of 1 rev: C	

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Please Contact

Tel Number

Fax Number

Your Reference

13 September 2016

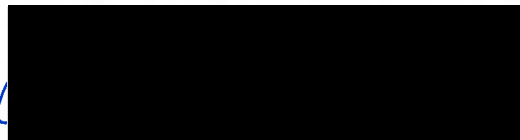
To whom it may concern

South West Bicester Phase 1 - Deed of Variation

Aviva Public Private Finance Limited acknowledges that Parcel KME on South West Bicester Phase 1, shown red on the attached plan, has been sold by Countryside Properties (Bicester) Limited to Bovis Homes Limited and is therefore "Sub-Sold Land" for the purposes of the SW Bicester Phase 1 Deed of Variation between Cherwell District Council, Oxfordshire County Council, Countryside Properties (Bicester) Limited, Countryside Properties (UK) Limited, Aviva Public Private Finance Limited and Aviva Insurance Limited dated 13 September 2016 ("DOV"). Aviva Public Private Finance Limited therefore confirms that Parcel KME should be shown yellow on the "Plan" attached to the DOV.

Yours sincerely

Signed by:

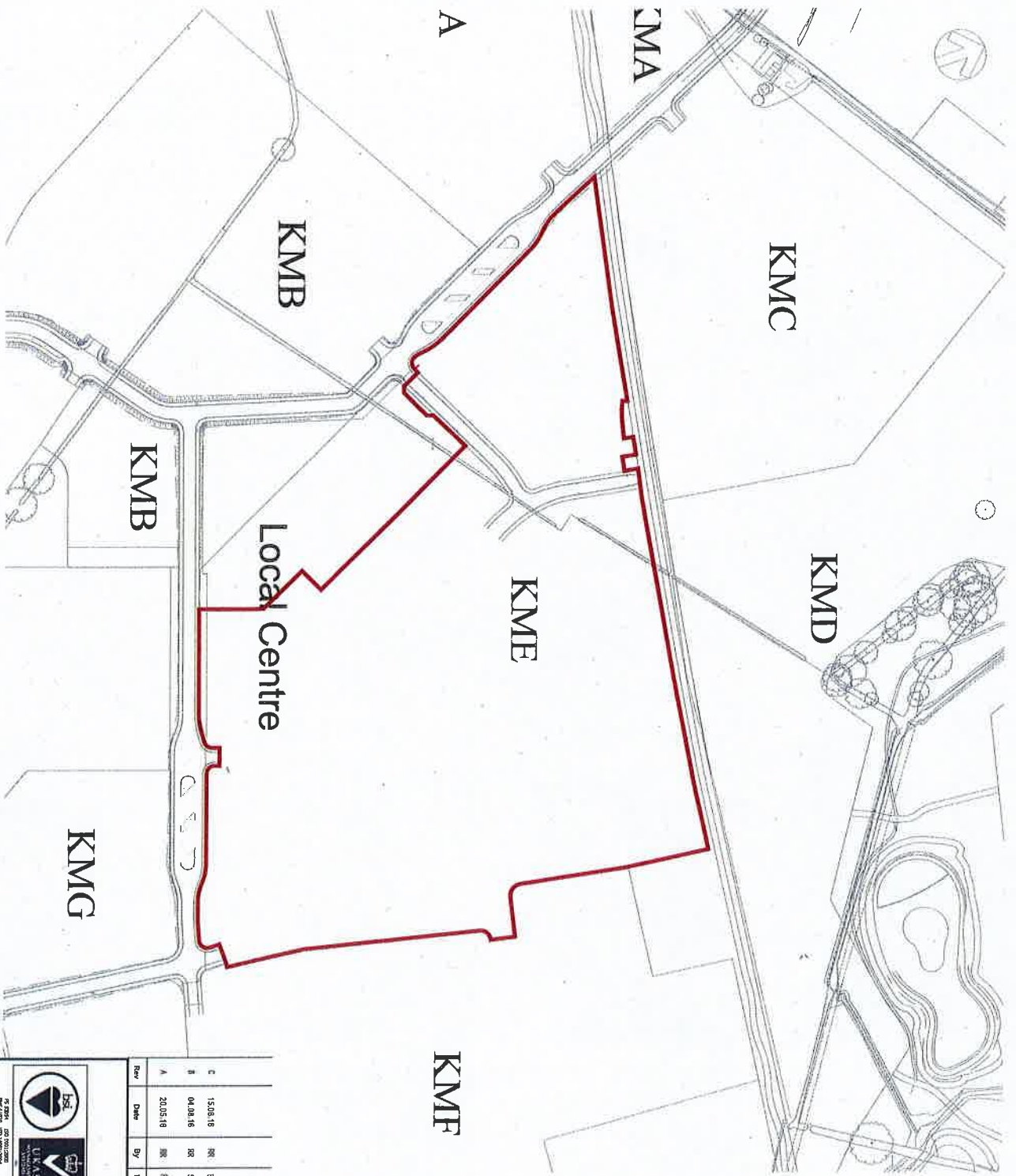


Gill Gibb

For and on behalf of Aviva Public Private Finance Limited

Address for correspondence: PO BOX 21, Surrey Street, Norwich, NR1 3NJ

Aviva Commercial Finance Limited Registered in England No 2559391
Aviva Public Private Finance Limited Registered in England No 2334210
All of which have the Registered Office 1 Poultry, London EC2R 8EL



Location Plan (N.T.S)
NB: Center of red line is the legal boundary

Rev	Date	By	Description
C	15.08.18	RR	Eastern boundary corrected.
B	04.08.18	RR	Secondary road added, Turning head added.
A	20.05.18	RR	Redline boundary revised.

date:	25.04.18	project:	Bicester South Oxfordshire
scale @A3:	1:2000	drawn by:	JH
checked by:	JH	drawn:	KME - Plan 1
discussed:	PC	Plan:	Red Line Boundary
drawn by:	PC	drawing no.:	Z00700-KME-001
checked by:	JH	sheet no.:	Sheet 1 of 1
discussed:	PC	rev.:	C



COUNTRYSIDE
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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

TO WHOM IT MAY CONCERN

Please contact Gerald Knights

Telephone no 01603 687289

Fax number 01603 688429

Your reference

Our reference IB/PRU/GK

Please quote our reference in all correspondence

13 September 2016

Dear Sirs

South West Bicester Phase 1 - Deed of Variation

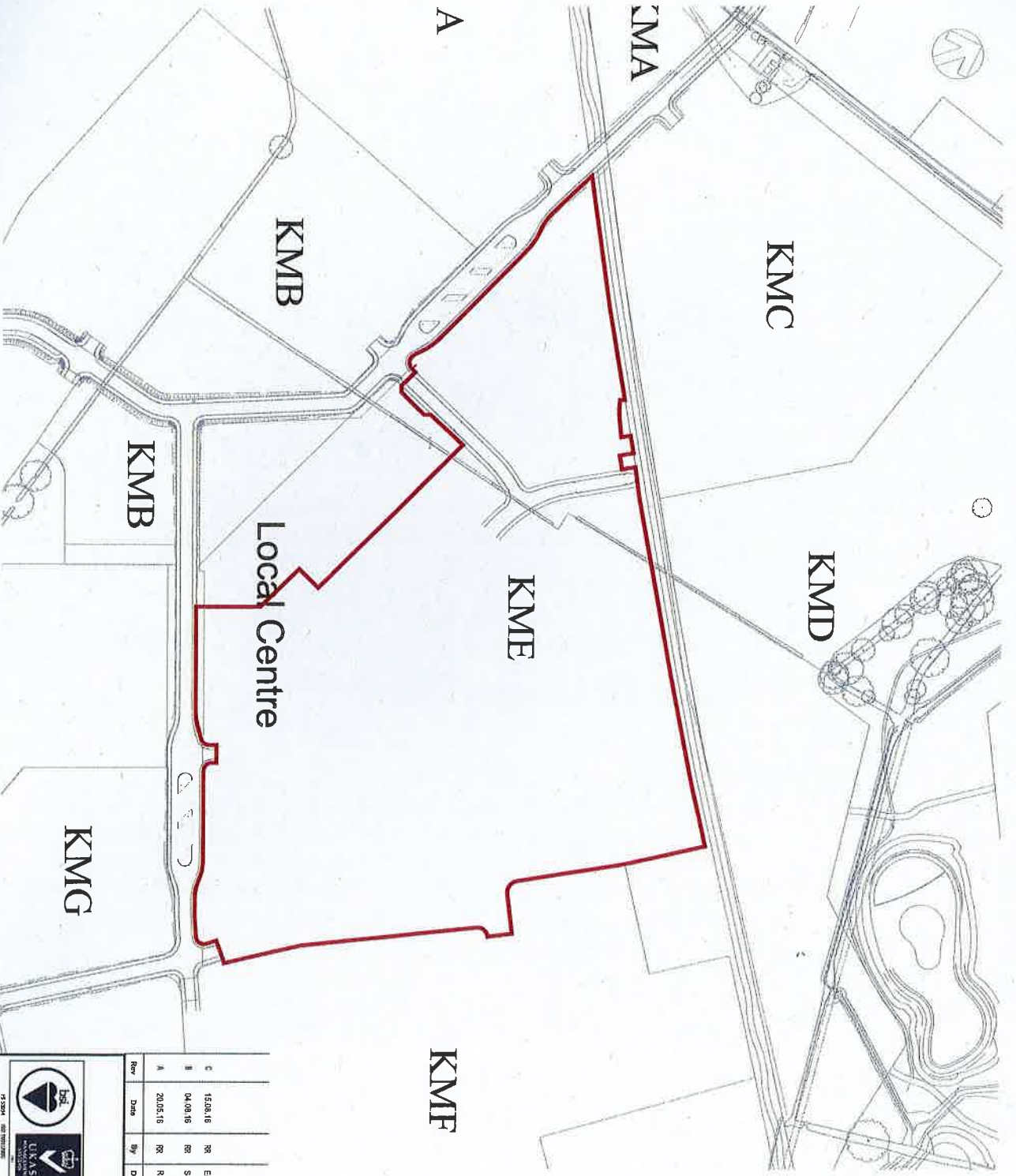
Aviva Insurance Limited acknowledges that Parcel KME on South West Bicester Phase 1, shown red on the attached plan, has been sold by Countryside Properties (Bicester) Limited to Bovis Homes Limited and is therefore "Sub-Sold Land" for the purposes of the SW Bicester Phase 1 Deed of Variation between Cherwell District Council, Oxfordshire County Council, Countryside Properties (Bicester) Limited, Countryside Properties (UK) Limited, Aviva Public Private Finance Limited and Aviva Insurance Limited dated 13 September 2016 ("DOV"). Aviva Insurance Limited therefore confirms that Parcel KME should be shown yellow on the "Plan" attached to the DOV.

Yours sincerely

Signed by: GRANT OGILVIE CROCKART

For and on behalf of Aviva Insurance Limited

NOR16/269K



Location Plan (N.T.S)
NB: Center of red line is the legal boundary

Rev	Date	By	Description	CHKD
C	15.03.16	RR	Eastern boundary corrected	
B	04.08.16	RR	Secondary road added. Turning head added	
A	20.05.16	RR	Redline boundary revised	

<p>COUNTRYSIDE Places People Love</p> <p>Geographic Name: Red Line Title No: 0113 Tel: 01773 8000 countryside@pc.com</p>			
date:	25.04.16	project:	Bicester South Oxfordshire
scale:	@A3 1:2000	drawn by:	JH
checked by:	JH	drawing no:	KME - Plan 1
author:	PC	plan no:	Red Line Boundary Plan
title:	PC	drawing no:	200700-KME-001
date:		sheet no:	Sheet 1 of 1
author:		rev:	C