

DATED : 22 June 2018

- (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**
- (7) PERSIMMON HOMES LIMITED**
- (8) LINDEN LIMITED**
- (9) PARADIGM HOMES CHARITABLE HOUSING ASSOCIATION LIMITED**
- (10) BROMFORD HOUSING ASSOCIATION 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 22nd day of June 2018

BETWEEN:-

- (1) **CHERWELL DISTRICT COUNCIL** of Bodicote House Bodicote Banbury Oxfordshire OX15 4AA (the "**District Council**")
- (2) **OXFORDSHIRE COUNTY COUNCIL** of 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**")
- (7) **PERSIMMON HOMES LIMITED** (company number 4108747) whose registered office is at Persimmon House, Fulford, York YO19 4FE ("**Persimmon**")
- (8) **LINDEN LIMITED** (company number 01108676) whose registered office is at 2 Cowley Business Park, High Street, Cowley, Uxbridge UB8 2AL ("**Linden**")
- (9) **PARADIGM HOMES CHARITABLE HOUSING ASSOCIATION LIMITED** (Charitable Community Benefit Society No: 27789R) of 1 Glory Park Avenue, Woodburn Green, High Wycombe, HP10 0DF ("**Paradigm**")
- (10) **BROMFORD HOUSING ASSOCIATION LIMITED** a Charitable Community Benefit Society under the Co-operative and Community Benefit Societies Act 2014 with FCA Mutuels Public Register No 7106 of 1 Exchange Court, Brabourne Avenue, Wolverhampton, West Midlands, WV10 6AU ("**Bromford**")

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.

- (B) The Principal Agreement was made pursuant to Section 106 of the 1990 Act in relation to the Land.
- (C) The parties have agreed to vary the Principal Agreement so as to regularise the Affordable Housing provision in respect of the Land.

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)
- "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)

- f) a Deed of Variation dated 13 September 2016 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)

"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

- 1.2 Words and expressions defined in the Principal Agreement shall have the same meaning in this Deed.
- 1.3 References to the First Owner, CPUK, the First Mortgagee and the Second Mortgagee include their successors in title to their respective interests in the Land.
- 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 enforceable by 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 as follows:

AFFORDABLE HOUSING

3.1 Paragraph 1.1 of Schedule 1 of the Principal Agreement is deleted and replaced with:

"1.1 In the event that:

1.1.1 at least 1,670 Dwellings are constructed, 503 of the Dwellings are to be provided as Affordable Housing

1.1.2 less than 1670 Dwellings are constructed, 30% of Dwellings are to be provided as Affordable Housing

the "**Affordable Housing Cap**"

3.2 Paragraph 3.5 Schedule 1 of the Principal Agreement is deleted and replaced with:

"Subject to the Affordable Housing Cap to be provided across the Development as specified in paragraph 1.1 above, the Affordable Deficit shall be provided as part of subsequent Parcels of the Development, in addition to the Affordable Housing Cap to be provided on the subsequent Parcels."

3.3 In the definition of "Affordable Deficit" the reference to "30% Affordable Housing" and "30% of the Dwellings" shall be replaced with "the Affordable Housing Cap".

3.4 Paragraph 1 of Schedule 2 of the Principal Agreement is deleted and replaced with:

1 Sizes of Affordable Housing Units

1.1 In the event that at least 1,670 Dwellings are constructed:

1.1.1 68 of the Affordable Housing Units are to be one bedroom flats or one bedroom flats over garage

1.1.2 96 of the Affordable Housing Units are to be two bedroom flats or two bedroom flats over garage

1.1.3 198 of the Affordable Housing Units are to be two bedroom houses

1.1.4 108 of the Affordable Housing Units are to be three bedroom houses

1.1.5 22 of the Affordable Housing Units are to be four bedroom houses

1.1.6 11 of the Affordable Housing Units are to be two bedroom bungalows

1.2 In the event that less than 1,670 Dwellings are constructed:

1.2.1 14% of the Affordable Housing Units are to be one bedroom flats or one bedroom flats over garage

1.2.2 19% of the Affordable Housing Units are to be two bedroom flats or two bedroom flats over garage

1.2.3 39% of the Affordable Housing Units are to be two bedroom houses

1.2.4 21% of the Affordable Housing Units are to be three bedroom houses

1.2.5 5% of the Affordable Housing Units are to be four bedroom houses

1.2.6 2% of the Affordable Housing Units are to be two bedroom bungalows

3.5 Paragraph 3 of Schedule 2 of the Principal Agreement is deleted and replaced with:

"Subject to paragraphs 2, 3 and 4 of Schedule 3 the mix of sizes/houses shall be as follows:

3.1 In the event that at least 1,670 Dwellings are constructed:

Type	Social Rent / Affordable Rent (70%)	Shared Ownership (30%)	Total
One bedroom flats or one bedroom flats over garage	65	3	68
Two bedroom flats or two bedroom flats over garage	44	52	96
Two bedroom houses	120	78	198
Three bedroom houses	71	37	108
Four bedroom houses	22	0	22
Two bedroom bungalows	11	0	11

3.2 In the event that less than 1,670 Dwellings are constructed:

Type	Social Rent / Affordable Rent (70%)	Shared Ownership (30%)	Total
One bedroom flats or one bedroom flats over garage	19.5%	1.8%	13.5%
Two bedroom flats or two bedroom flats over garage	13.2%	30.6%	19.1%
Two bedroom houses	36.0%	45.9%	39.4%
Three bedroom houses	21.3%	21.8%	21.5%
Four bedroom houses	6.6%	0.0%	4.4%
Two bedroom	3.3%	0.0%	2.2%

bungalows			
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4. **MORTGAGEES AND CPUK**

- 4.1 The First Mortgagee and the Second Mortgagee and CPUK consent to the First Owner entering into this Deed and acknowledge that the Land is bound by its terms.
- 4.2 Paradigm, Bromford, Persimmon and Linden consent to the parties entering into this Deed and acknowledge that the Land is bound by its terms.

5. **COSTS**

- 5.1 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

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

ANDREW
CARRINGTON



X AML

Signature of Witness

Name of Witness

Address of Witness

Y..........Y mww

Occupation of Witness

Witnessed by:
Name: L J Healey
Address: 30 Chaucer Walk, Wickford
Essex SS12 9DZ
Occupation: Secretary

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

PHILLIP
LYONS



PC X

Signature of Witness

Name of Witness

Address of Witness

Y..........Y mww

Occupation of Witness

Witnessed by:
Name: L J Healey
Address: 30 Chaucer Walk, Wickford
Essex SS12 9DZ
Occupation: Secretary

EXECUTED AS A DEED by **PERSIMMON
HOMES LIMITED** acting by a director and
the company secretary or two directors

P. Turner)
)
) J. Popson

Director

Director / Secretary

EXECUTED AS A DEED by **LINDEN LIMITED**
acting by a director and the company secretary
or two directors

)
)
)

Director

Director / Secretary

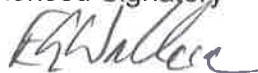
EXECUTED AS A DEED by affixing the
Common Seal of **PARADIGM HOMES
CHARITABLE HOUSING ASSOCIATION**
in the presence of:

)
)
)
)



4991

Authorised Signatory **ANDREW LOVELACE**



Authorised Signatory **EWAN WALLACE**

EXECUTED AS A DEED by affixing the
Common Seal of **BROMFORD HOUSING
ASSOCIATION LIMITED**
in the presence of:

)
)
)
)



Authorised Signatory



Authorised Signatory

EXECUTED AS A DEED by the
**AVIVA PUBLIC PRIVATE FINANCE
LIMITED** acting by its attorney
in the presence of

)
)
) *VP Hardy*
)

Name of Attorney

VALELE PATRICIA HARDY

Signature of Witness

Wendy

Name of Witness

Wendy SANDERS

Address of Witness

Aviva legal Services
Sorrey Street
Norwich

Occupation of Witness

Admin Assistant

NR12 1086

EXECUTED AS A DEED by the
AVIVA INSURANCE LIMITED
acting by its attorney in the presence of

)
) *VP Hardy*
)

Name of Attorney

VALELE PATRICIA HARDY

Signature of Witness

Wendy

Name of Witness

Wendy SANDERS

Address of Witness

Aviva legal Services
Sorrey Street
Norwich

Occupation of Witness

Admin Assistant

NR12 1086

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

)
)
)

Authorised Signatory



EXECUTED AS A DEED under the
COMMON SEAL of the **OXFORDSHIRE**
COUNTY COUNCIL in the presence of:

)
)
)

Authorised Signatory

