

Jenny Barker
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Date 25 June 2008
Your ref 07/02291/OUT
Our ref MAILEP/158428-000001
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Dear Ms Barker

Former RAF Upper Heyford Airbase Planning Obligation

I write with regard to your letter dated 9 May 2008 addressed to Mervyn Dobson. It is simpler if I reply to your letter as I am drafting the Obligation on behalf of NOC.

It is NOC's intention to submit two Unilateral Undertakings to the Inspector at the Appeal, one dealing with the obligations to be given to your Council, and the other in respect of those obligations to be given to Oxfordshire County Council. I have only commented in this letter on those obligations which are relevant to your Council, as I shall be taking up County matters directly with them. Discussions are still ongoing between NOC's consultants and the relevant County Council's officers on issues such as education, highways and public transport matters, and therefore NOC are not yet in a position to detail what they will be providing in this regard at this stage.

Returning to matters with your Council, NOC intend to offer the following obligations:

Heritage Centre

Part of building 315 will be provided as a Heritage Centre. The Centre will be open to the public no later than 18 months following commencement of the development on the new settlement area and will be open for a minimum of 2 weekends per month, although these hours may be extended as demand dictates for school trips etc. The Centre will offer guided tours of a defined area of the base. NOC are unable to offer unguided tours for health and safety reasons and to maintain the security for the tenants operating from the flying field.

NOC will offer a lease of the Heritage Centre to English Heritage, and commit to any admission charge being set at a level commensurate with other similar attractions.

Base Management Plan

As you are aware, Pegasus have submitted a Base Management Plan which will address the long-term management proposals for the flying field and I understand that you are actively discussing the content of that plan with them. The plan will be attached to the Undertaking and NOC will covenant to comply with it. This approach will allow for the plan to be amended from time to time without the need to formally vary the Undertaking.

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In order to ensure that tenants on the Flying Field comply with the Management Plan, NOC will require that any new leasehold interest created in the flying field contains an obligation on the tenant to comply with the plan. In addition, NOC will agree not to dispose of the freehold of the flying field other than as a single entity without the Council's prior approval. This will ensure that your Council has a single body against whom they will always be able to enforce any breaches of the Management Plan. NOC will also place a restriction on their registered title preventing the sale of the freehold of the flying field otherwise than in accordance with these conditions.

As stated in the Base Management Plan, NOC will set up a Management Company to ensure compliance with the plan. In addition, NOC will set up an account into which it will pay a sum of money that your Council will be able to draw upon in the event that NOC fail to rectify any breaches of the plan having been given a reasonable opportunity to do so.

Finally, NOC will agree to fund a Monitoring Officer to carry out quarterly inspections at the site and to report any breaches of the Base Management Plan to NOC, your Council and English Heritage.

Affordable Housing

NOC will guarantee that 30% of the dwellings on the site will be provided as Affordable Housing. These units will be built to Housing Corporation Design and Quality Standards in addition to the Code for Sustainable Homes Level 3 requirements to which NOC is committing site wide.

The affordable housing will be transferred to an Affordable Housing Provider on a basis which will ensure that those people in existing dwellings on the site who qualify for affordable housing will be given priority.

NOC are mindful of the Council's mix and tenure requirement as set out in your letter, and have engaged an affordable housing consultant to look at the requirements of existing site residents before finalising what they are able to offer. You will appreciate, that any affordable housing provision needs to take into account the need to potentially decant all of the existing residents of the site into appropriate affordable housing should they qualify.

The affordable housing will be pepper-potted across the site in clusters of no more than 30 units. Again, NOC feel that anything smaller than this will restrict the ability to successfully decant existing residents should they qualify for affordable housing.

Where a phase of the development contains affordable housing, NOC propose that 50% of the affordable housing units will be provided prior to the occupation of 50% of the open market units in that phase, with the remainder being provided prior to 95% of open market occupations. This will guarantee a timely delivery of the affordable housing whilst allowing pepper-potting to take place throughout the phase.

The Undertaking will contain provisions to guarantee that the affordable housing will remain as such in perpetuity subject to the usual ability for those restrictions to be released in respect of mortgagees and people who exercise their right to acquire a unit, or who staircase to 100% ownership.

Open Space

Any areas of the development which are to be provided as informal open space will be laid out in accordance with any conditions set out in the Planning Permission/Reserved Matters Approval.

Thereafter, your Council will be invited to inspect the works and detail any remedial works required for them to reach the appropriate standard. NOC will then have the option to offer to transfer the open space to the Council together with an appropriate commuted sum or to transfer it to a Management Company who will maintain it in perpetuity. NOC can demonstrate where transfer to a third party Management Company has previously worked satisfactorily.

With regard to on-site sports provision, NOC will provide four tennis courts, two adult football pitches and one junior football pitch to NPFA standards as part of the development together with a pavilion.

The pitches and pavilion will be provided in accordance with any conditions attached to the Planning Permission/Reserved Matters Approval. Again, your Council will then have the opportunity to inspect the works and detail any remedial works necessary. NOC will have the option to offer the pitches and the pavilion for transfer to your Council together with payment of an appropriate and justified commuted sum or transfer them to a Management Company.

With regard to play areas, NOC note the Council's requirements and are currently checking these with their consultants. Any play areas to be provided will be laid out in accordance with the planning permission and subject to an inspection and defect rectification process as detailed above. NOC will again have the option to offer them for transfer to your Council together with payment of an appropriate commuted sum or transfer them to a Management Company who will be responsible for its future maintenance.

With regard to indoor sports provision, NOC note the Council's requirements, but are currently considering whether it will be possible to make the existing gym on the site available for transfer to any interested third party. If a third party was interested in taking a transfer of the gym then NOC would commit to paying an appropriate commuted sum to the buyer. If no third party is willing to take the gym, then NOC would be able to elect to spend the sum of money on alternative on-site provision or pay it to your Council towards identified indoor sports provision elsewhere.

Waste Disposal Recycling Provision

NOC will agree to fund the provision of six recycling banks at a location within the local centre. It was their understanding from previous correspondence that this was to be £1,800. I would be grateful if you could clarify why this has now risen.

Nursery

Building 457 will be marketed as a site appropriate for a nursery for a period of one year. If an end user is willing to take a transfer or enter into a lease for the building then NOC will use reasonable endeavours to enter into an agreement for that person to take an interest in the site.

Local Centre

NOC will provide a serviced site for a Local Centre comprising a minimum of one general store, one other store and a restaurant/public house. They will undertake an active marketing campaign to enable end users to deliver the Local Centre at an appropriate point having regard to completion of the development surrounding the Site of the Local Centre.

Provision of Bins

NOC will agree to pay £60 per house and £40 per apartment towards the provision of bins. Sums will be payable upon completion of each residential phase to cover the buildings built within that phase.

Place of Worship

NOC will agree that the existing place of worship may continue to be used as such on the new development. The building will be available for use at a time linked to the completion of the surrounding development.

Community Hall and Development

NOC will refurbish the existing Community Hall so that it is available for use prior to an appropriate point having regard to the progression of the surrounding development. NOC are mindful of the specification attached to your letter and their consultants are currently considering whether these works are feasible within the confines of the existing Community Hall.

NOC will offer to transfer the Community Hall to the Upper Heyford Parish Council, although if they do not accept this offer then they will offer it for transfer to your Council.

NOC do not believe that a Commuted Sum should be payable in relation to the Community Hall as it should be self-funding. However, they are willing to employ a Community Officer for a period of 3 years to promote community activities on the site and to manage and programme events at the Community Hall.

Public Art

NOC note the Council's request for contribution towards the provision of public art, but are mindful that public art will need to be addressed sensitively due to the heritage interest of the site. They therefore propose that the nature of the art will be determined via a consultation exercise involving your Council, English Heritage and local inhabitants and businesses before a written public art strategy is decided. The art will then be delivered in accordance with the strategy.

Public Access and Cold War Park

As part of the application, NOC will be providing additional rights of way across the site and a Cold War Park surrounding the North West Hardened Aircraft Shelters. The undertaking will deal with the safeguarding of the Cold War Park and deal with the dedication of the rights of way.

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I hope to be able to let you have a draft Undertaking for comment on the wording shortly, but trust that in the meantime this letter will form a useful basis for negotiation going forward.

Kind regards.

Yours sincerely

Paul Maile
Associate for
Eversheds LLP

c.c. Tim Lamacraft
Mervyn Dobson
John Aylwin