

DATED 4 May **2023**

GRAVEN HILL VILLAGE DEVELOPMENT COMPANY LIMITED

-and-

PETER JOHN SURMAN AND CAROLE SURMAN

-and -

**WATES DEVELOPMENTS LIMITED AND REDROW HOMES
LIMITED**

-and-

THE OXFORDSHIRE COUNTY COUNCIL

AGREEMENT

Pursuant to Sections 127 and 253 of the Highways Act 1980
relating to works at Pioneer Roundabout A41 Ambrosden Bicester
Oxfordshire

Anita Bradley
Director of Law & Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND
EF/57833

THIS DEED of AGREEMENT is made on the

4th

day of *may*

Two Thousand and twenty three

BETWEEN:-

- (1) **GRAVEN HILL VILLAGE DEVELOPMENT COMPANY LIMITED**
(company registration number 09102699) ("the Developer") and
- (2) **PETER JOHN SURMAN AND CAROLE SURMAN** of Manor
Farm, Somerton Road, Fritwell, Bicester, Oxon, OX6 9QR ("the
Owner"); and
- (3) **WATES DEVELOPMENTS LIMITED** (company registration
number 00441484) and **REDROW HOMES LIMITED** (company
registration number 01990710) (together "the Option Holder") and
- (4) **THE OXFORDSHIRE COUNTY COUNCIL** ("the Council")

1. **Interpretation**

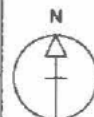
In this Agreement:-

- 1.1 "the 1980 Act" means the Highways Act 1980
- 1.2 "the Council" means the said Oxfordshire County Council
whose principal office is at County Hall New Road Oxford
OX1 1ND and any successor to its statutory functions as
highway authority and any duly appointed servant or agent
of the Council or such successor
- 1.3 "the Developer" means the said Graven Hill Village
Development Company Limited whose registered office is at
Graven Hill Site Office Building E25, Graven Hill Road,
Bicester, United Kingdom, OX25 2BF and its successors in
title and assigns

- 1.4 "the Developer's Land" means the land at Graven Hill Bicester registered at the Land Registry with absolute title under title number ON314543 which is in on the other side of the A41 from the Owner's Land
- 1.5 "the Option Holder" means the said Wates Development Limited whose registered office is at Wates House, Station Approach, Leatherhead, Surrey, KT22 7SW and the said Redrow Homes Limited whose registered office is at Redrow House, St Davids Park, Flintshire, CH5 3RX and their successors in title and assigns
- 1.6 "the Owner's Land" means the land at Ambrosden adjoining the highway shown edged red on the Owner's Land Plan annexed to this Agreement registered at the Land Registry under title number ON217707 which land is immediately adjacent to the highway on which the Works are to take place
- 1.7 "the Owner's Land Plan" means the land registry title plan for title number ON217707 annexed to this Deed
- 1.8 "the Owner" means the said Peter John Surman and Carole Surman and their successors in title and assigns
- 1.9 "the Plan" means the plan drawing number WIE11386-A41-07-006 Rev A02 annexed to this Agreement
- 1.10 "the Private Means of Access" means the access to and from the Owner's Land and the highway at the A41



TITLE NUMBER
ON217707



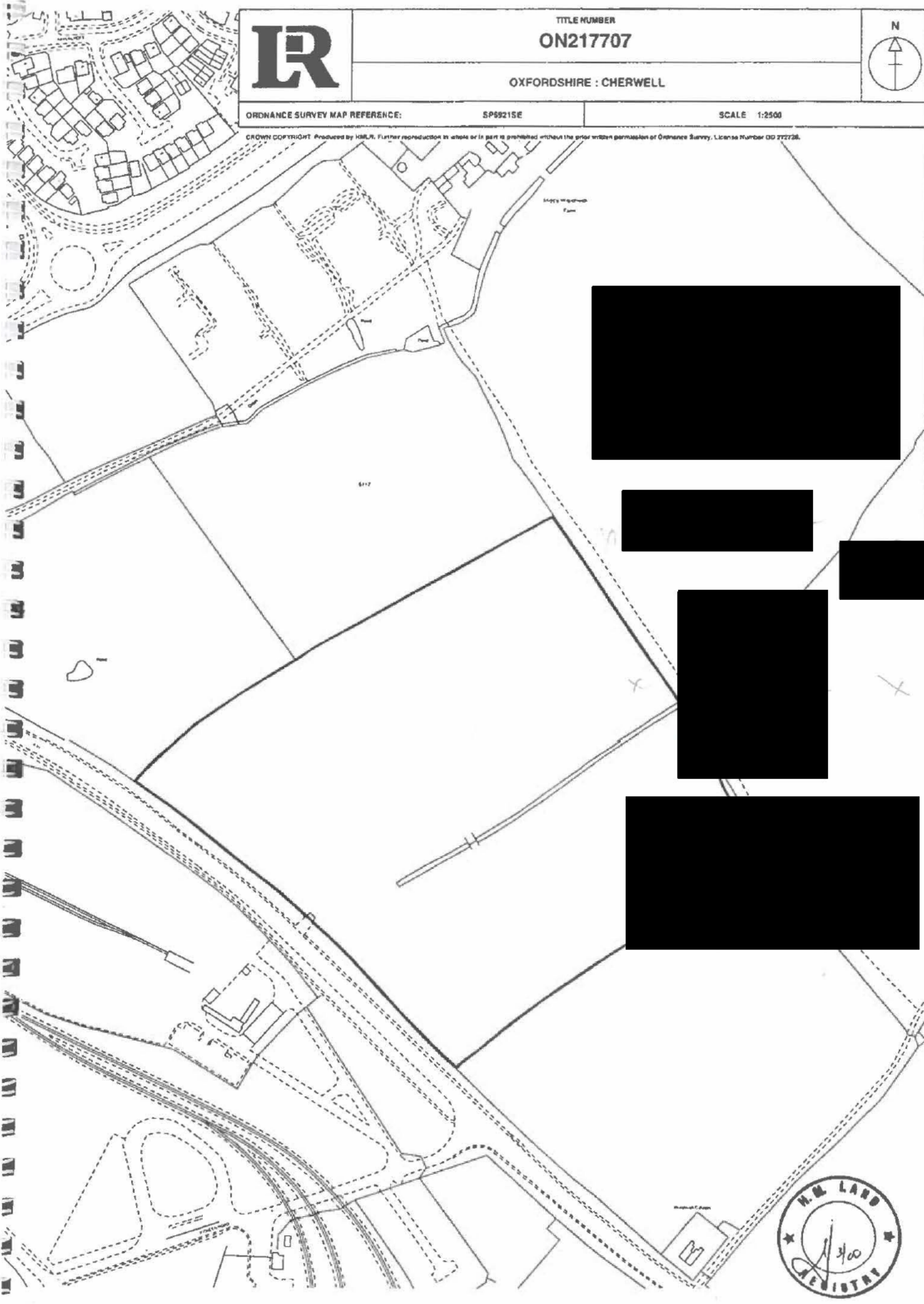
OXFORDSHIRE : CHERWELL

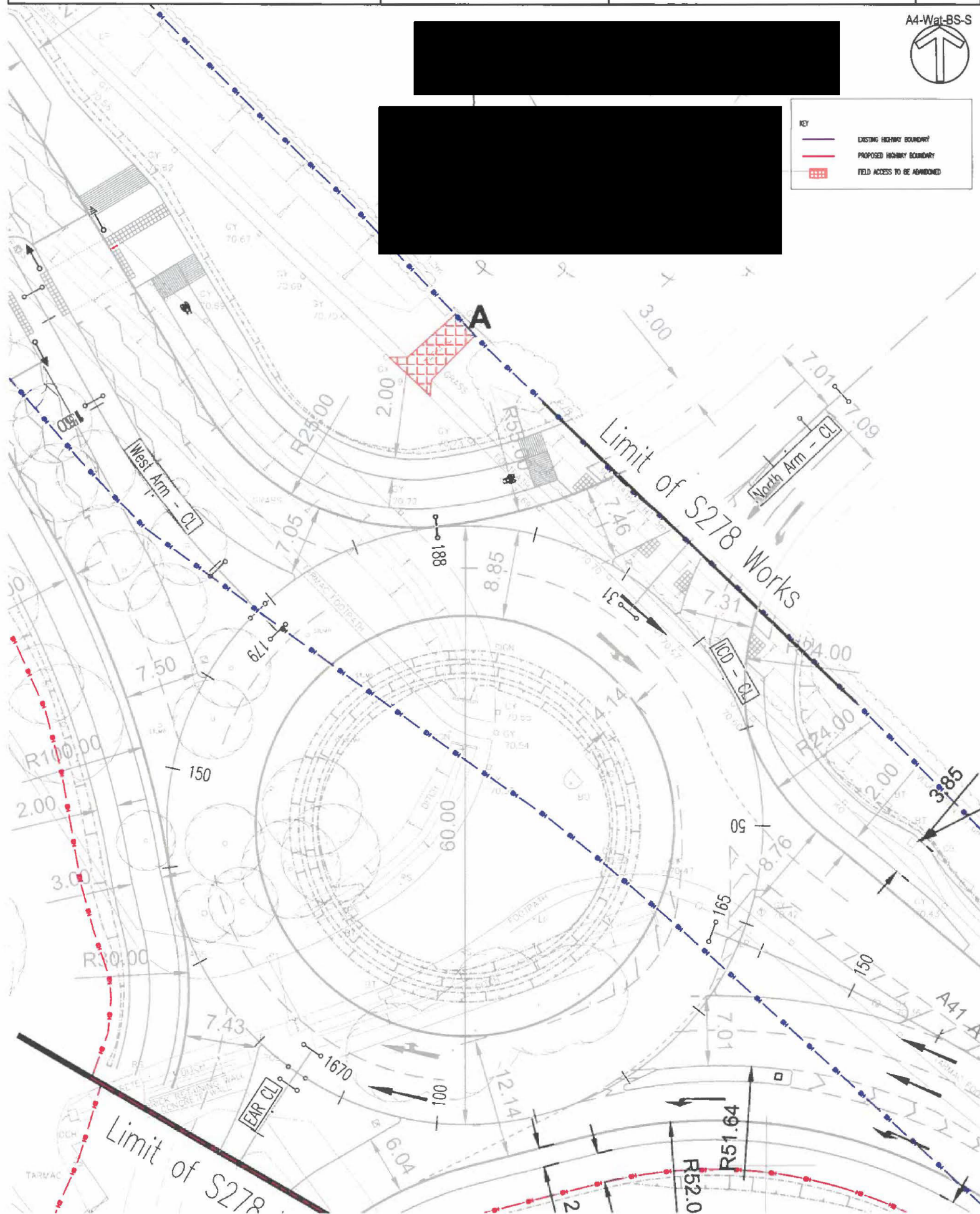
ORDNANCE SURVEY MAP REFERENCE:

SP99215E

SCALE 1:2500

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Ambrosden Bicester at the point shown by the letter 'A' on the Plan

1.11 "Section 124 Order" means an Order under s124 of the 1980 Act

1.12 "the S278 Agreement" means the Agreement dated 5th November 2021 and made between the Council (1) and the Developer (2) and the Secretary of State for Defence (3) and Cherwell District Council (4) under Section 278 of the 1980 Act for the provision and construction of the Works

1.13 "the Works" means the provision and construction of a new roundabout and splitter islands on the A41 with road widening and additional footways and cycle lanes and pedestrian crossing and ancillary works as more particularly described in the S278 Agreement

1.14 Any reference to an enactment includes any statutory modification or re-enactment of it for the time being in force

1.15 Headings in this Agreement are for convenience only and shall not be taken into account in its construction and interpretation

1.16 References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Agreement

1.17 Where the context so requires:-

1.17.1 the singular includes the plural and vice versa

1.17.2 the masculine includes the feminine and vice versa

1.17.3 persons includes bodies corporate associations and partnerships and vice versa

1.18 Where a party includes more than one person any obligation on that party shall be joint and several

2. **Background**

2.1 The Owner is the freehold owner of the Owner's Land subject to an option agreement with a right of pre-emption dated 18th July 2014 in favour of the Option Holder and so far as the Owner is aware otherwise free from encumbrances save for those contained in and referred to in the title entries of the Owner's Land under title number ON217707

2.2 The Option Holder has the benefit of an option to purchase and a right of pre-emption over the Owner's Land dated 14th July 2014 between the Owner (1) and the Option Holder (2)

2.3 The Developer is the freehold owner of the Developer's Land

2.4 For the purposes of the 1980 Act the Council is the highway authority for certain highways in the area which includes the Owner's Land and the Developer's land

2.5 This Deed (which the Council is satisfied will be of benefit to the public) is made under Section 127 of the 1980 Act and Section 111 of the Local Government Act 1972 and

Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers

- 2.6 The Developer has received planning permission under reference number 20/01830/F for a new roundabout on the A41 in order to facilitate access the Developer's Land
- 2.7 By the S278 Agreement the Developer has agreed to do the Works
- 2.8 The Private Means of Access will as a result of the Works no longer be a safe and suitable access to and from the highway and the Owner's Land
- 2.9 By a Deed of Release of even date between the Owner and the Developer the Owner has agreed that in consideration of compensation payable pursuant to the Deed of Release payable by the Developer the Private Means of Access shall be stopped up by the Council
- 2.10 The Owner and the Option Holder have agreed to enter into this Deed with the Council for the purpose of permanently preventing the use of the Private Means of Access to the highway

3. **Agreement**

The Owner the Option Holder and the Council agree pursuant to Section 127 of the 1980 Act that:-

- 3.1 The Private Means of Access shall from the date of this Deed be stopped up so as to preclude access from the

Owner's Land to the highway via The Private Means of Access

- 3.2 No compensation is payable by the Council in consequence of such stopping up

4. **The Owner's and Option Holder's Covenant**

The Owner and the Option Holder covenant for themselves and their successors in title

- 4.1 to effectively block and to keep effectively blocked in perpetuity the Private Means of Access with robust materials so that it shall not be possible to use the Private Means of Access either on foot or with vehicles animals and machinery
- 4.2 not to interfere with or remove any materials used by the Council or the Developer to block the Private Means of Access

5. **Developer's Covenant**

Notwithstanding the provisions of clause 4.1 of this Deed, the Developer covenants with the Owner for itself and its successors in title to effectively block the Private Means of Access with robust materials so that it shall not be possible for the Private Means of Access to be used with vehicles, animals and machinery and the Developer shall indemnify the Owner and keep the Owner indemnified against all proceedings, actions, costs, expenses, claims, liabilities, losses and demands whatsoever.

6. **The Owner warrants to the Council that:-**

- 6.1 It is entitled to require that any tenants and occupiers of the Owner's Land who enjoy use of the Private Means of Access cease using the Private Means of Access
- 6.2 So far as the Owner is aware no other party has a right of way over the Owner's Land to use the Private Means of Access
- 6.3 No compensation will be payable by the Council in consequence of the cessation of such use of the Private Means of Access

7. **Indemnity**

The Developer and the Council agree as follows:

- 7.1 The Developer shall indemnify the Council in respect of any compensation payable by the Council under section 126(2) of the 1980 Act or otherwise arising out of or in connection with the stopping up of the Private Means of Access
- 7.2 The Developer shall indemnify the Council against all actions, costs, expenses, claims, liabilities and demands whatsoever arising in connection with the stopping up of the Private Means of Access including (but not limited to):
 - 7.2.1 all legal administrative and other costs in processing, making, advertising, consulting, confirming with or without modifications and implementing any Section 124 Order that may be

needed and in the event that any objections are made which are not withdrawn all costs including legal costs incurred in connection with submitting any Section 124 Order that may be needed to the Secretary of State for confirmation and all costs including legal costs in connection with a public inquiry or hearing convened by or on behalf of the Secretary of State and the legal and administrative costs incurred by the Council in defending any appeal proceedings and/or Judicial Review proceedings and all costs (if any) awarded against the Council by the inspector appointed to determine whether such Section 124 Order should be confirmed or by a court in connection with any appeal proceedings and/or Judicial Review proceedings

7.2.2 any costs arising out of a failure to consult any person entitled to be consulted in connection with the stopping up of the Private Means of Access

7.2.3 the cost of any agreements between the parties pursuant to the 1980 Act and all other documentation ancillary to the stopping up of the Private Means of Access

and the Developer shall pay the cost of all such actions, costs, expenses, claims, liabilities and demands whatsoever

arising within 14 days of receiving an invoice(s) from the Council

8. **HM Land Registry**

8.1 The parties agree that the Council will apply to HM Land Registry for the provisions of this Agreement to be noted on the register of title number ON217707

9. **Land Charges**

This agreement is registerable as a local land charge under s33 of the Local Government (Miscellaneous Provisions) Act 1982

10. **Costs**

The Developer shall on completion of this Deed pay the reasonable legal costs of the Council and the Owner in connection with the preparation and completion of Deed

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first before written

EXECUTED AS A Deed by GRAVEN HILL VILLAGE

DEVELOPMENT COMPANY LIMITED

Acting by a Director

Name *ADRIAN UDDY*

Signature

In the presence of

Witness Signature

Witness Name

Witness Address

SIGNED as a Deed by the said PETER JOHN SURMAN

In the presence of

Witness Signature

Witness Name

Witness Address

SIGNED as a Deed by the said CAROLE SURMAN

In the presence of

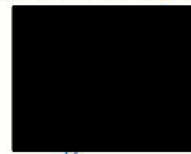
Witness Signature

Witness Name

Witness Address

EXECUTED as a deed by **WATES DEVELOPMENTS LIMITED** acting by a director and its secretary or by two directors

Signature of director



Director

Signature of director or secretary



*Director**Secretary*

EXECUTED as a **DEED** by
Sara Lencastre as attorney for
REDROW HOMES LIMITED
in the presence of:-

.....
as attorney for
REDROW HOMES LIMITED

Signature of witness

Name (in BLOCK CAPITALS) *JONATHAN BROADLEY*

Address



EXECUTED as a **DEED** by
GUY VERNON as attorney for
REDROW HOMES LIMITED
in the presence of:-

.....
as attorney for
REDROW HOMES LIMITED

Signature of witness

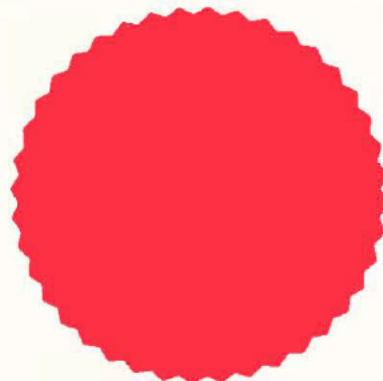
Name (in BLOCK CAPITALS) *JONATHAN BROADLEY*

Address: c/o Redrow Homes Limited, St David's Park,
Ewloe, Flintshire, CH5 3RX

THE COMMON SEAL of THE)
OXFORDSHIRE COUNTY COUNCIL)

was affixed to this Deed)

in the presence of:-)



92123

Head of Legal/ Authorised Officer