

Date: [•] 18^T JULY 2021

- (1) Bunkers Hill Management Company Limited
- (2) Keble Homes Limited

Deed of Release of Rights

relating to

Land at Bunkers Hill Kidlington Oxon

BLAKE 
MORGAN

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1ST JULY 2021

THIS DEED IS DATED THE [•] DAY OF [•] 20[•]

PARTIES

- (1) **Bunkers Hill Management Company Limited** incorporated and registered in England and Wales with company number 03848195 whose registered office is at New Town House [check] (Landowner)
- (2) **Keble Homes Limited** incorporated and registered in England and Wales with company number 04998217 whose registered office is at 287 / 291 Banbury Road, Oxford OX2 7JQ (Developer)

BACKGROUND

- (A) The Landowner owns the freehold interest in the Landowner's Property and the Developer owns the freehold interest in the Developer's Property.
- (B) The parties hereto entered into a number of obligations with each other (and others) in a s.106 Agreement dated 19 June 2019 ("the s.106 Agreement").
- (C) The Landowner has agreed to release the Rights over the Developer's Property on the terms contained in this deed.

AGREED TERMS

1 INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Developer's Property	the freehold property at Bunkers Hill, Kidlington, Oxon as defined by the s.106 Agreement
Development	as defined by the s.106 Agreement
Landowner's Property	the freehold property at Bunkers Hill, Kidlington, Oxon as defined by the s.106 Agreement
New Obligations	the obligations set out in Schedule 2
Planning Permission	18/01491/OUT
Rights	the rights set out in Schedule 1

- 1.2 Any reference to the **Landowner** or **Developer** shall include that party's personal representatives, successors or permitted assigns.
- 1.3 *Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.*

- 1.4 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and reference to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.6 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.11 A reference to **writing** or **written** [includes fax but not email **OR** excludes fax and email].
- 1.12 Any obligation in this agreement on a person not to do something includes an obligation not to allow that thing to be done.
- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 RELEASE

- 2.1 In consideration of the New Obligations to be undertaken by the Developer, the Landowner releases the Rights to the Developer with full title guarantee with the effect that from the date of this deed the Rights are released and extinguished in relation to the Landowner's Property

3 DEVELOPER'S COVENANTS

- 3.1 The Developer shall use all reasonable endeavours to procure that the Developer and the contractors and the professionals employed by it to carry out the Development ensure that the Development is carried out:
- 3.1.1 with due diligence and in a good and workmanlike manner in accordance with all relevant British standards, codes of practices and good building practice;
- 3.1.2 in accordance with the Planning Permission and any requisite consents;

3.1.3 in accordance with all statutory or other legal requirements and the recommendations or requirements of the local authority or statutory undertakings; and

3.1.4 in a manner that, so far as is reasonably practicable, minimises nuisance caused to the Landowner's Property by the emission of noise, dust and vibrations.

3.2 The Developer shall make good as soon as reasonably practicable any damage caused to the Landowner's Property (and any buildings or structures on it) by the carrying out of the Development.

4 LANDOWNER'S WARRANTY

4.1 The Landowner warrants to the Developer that:

4.1.1 there is no one known to the Landowner who occupies any part of the Landowner's Property or has any right or interest over it whose consent would be required to give the release in clause 2; and

4.1.2 the Landowner does not own any additional freehold or leasehold property which benefits from any rights of light [or air] that would be infringed by the Developer carrying out the Development.

4.2 The Landowner shall at all times indemnify the Developer against all actions, proceedings, claims, demands, losses, costs, damages, expenses and liability brought against or suffered or incurred by the Developer arising out of a breach of the warranty given in clause 4.1.

5 INDEMNITY

The Developer shall at all times indemnify the Landowner against any of the following events arising out of or connected with the carrying out of the Development including any wrongful act, neglect or default of anyone involved in the carrying out of the Development or any breach of or non-compliance with any of the terms of this deed:

5.1 any damage or injury or death sustained by the Landowner [or the Tenant] or any other person;

5.2 any loss of or damage to the Landowner's Property (including any buildings, fixtures or other permanent or temporary structures or to any goods, chattels or equipment) on the Landowner's Property; and

5.3 all actions, proceedings, claims, demands, losses, costs, damages, expenses and liability brought against or suffered or incurred by the Landowner.

6 JOINT AND SEVERAL LIABILITY

Where the parties to this deed comprise more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of each of them arising under this deed. The other parties may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

7 THIRD PARTY RIGHTS

This deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

8 GOVERNING LAW

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

9 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1
The Rights and obligations (to be released)

To demolish the Water Tower (as defined by the s.106 Agreement) in accordance with sections 1.1, 2.1, 2.3 and part of 6 of Schedule 2 of the s.106 Agreement

Schedule 2
The New Obligations

To supply and install a filtration tank and system to the Landowner's current water supply and to commission the existing pump

Schedule 3
BHMC New Obligations

- 1 To provide and allow suitable and safe access to the Landowner's land to enable the Developer to carry out their obligations under Schedule 2.
- 2 To use all endeavours to support the Developer in achieving a variation to the s.106 Agreement along the lines agreed to be varied by this deed.

Executed as a deed by **BUNKERS HILL MANAGEMENT COMPANY LIMITED** acting by a director and its secretary or by two directors:

[Redacted signature area]

[Director][Secretary]

Executed as a Deed by **KEBLE HOMES LIMITED** acting by a director in the presence of: Oliver James McGovern

[Redacted signature area]

Director

Witness signature

[Redacted witness signature]

Name
(in block capitals)

POLLY WISE

Address

FLAT 2

135 WOODSTOCK RD

TARNTON, OXFORD, OX5 1PT

Occupation

ACCOUNTS ASSISTANT