

6th December 2023

Planning Obligation by Deed of Agreement
under Section 106 of the Town and Country Planning Act 1990
relating to
land at OS Parcel 6920, East of Oxford Road & adjoining and South of
Canal Lane, Longford Park, Banbury, Oxfordshire, OX15 4SZ

Cherwell District Council ⁽¹⁾
Oxfordshire County Council ⁽²⁾
Diocesan Trustees (Oxford) Limited ⁽³⁾
The Warden and Scholars of St Mary College of Winchester in Oxford and
Hallam Land Management Limited and Gallagher Estates Limited ⁽⁴⁾ and
Mercian Developments Limited ⁽⁵⁾

CONTENTS

Clause	Page
1	DEFINITIONS AND INTERPRETATION 1
2	CONSTRUCTION OF THIS DEED 3
3	LEGAL BASIS 4
4	CONDITIONALITY 4
5	THE COVENANTS BY OWNER 4
6	THE DISTRICT COUNCIL'S COVENANTS 4
7	THE COUNTY COUNCIL'S COVENANTS 4
8	MISCELLANEOUS 4
9	WAIVER 6
10	NO FETTER 6
11	CHANGE OF OWNERSHIP ETC 6
12	NOTIFICATIONS 6
13	INTEREST 7
14	VAT 7
15	NOTICES 7
16	JURISDICTION 7
17	DELIVERY 8
18	CONSENT OF DEVELOPER 8
19	DATA PROTECTION 8
20	EXPERT DETERMINATION 8
SCHEDULE 1 9	
Details of the Owner's Title, and description of the Site 9	
SCHEDULE 2 10	
Covenants with the District Council 10	
SCHEDULE 3 11	
Covenants with the County Council 11	
SCHEDULE 4 12	
District Council's covenants with the Owner 12	
SCHEDULE 5 13	
County Council's covenants with the Owner 13	
APPENDIX 1 17	
The Plan 17	

DATE

6th December

2023

PARTIES

- (1) Cherwell District Council of Bodicote House, White Post Road, Bodicote, Banbury, Oxfordshire, OX15 4AA (**District Council**).
- (2) Oxfordshire County Council whose main office is County Hall, New Road, Oxford, OX1 1ND (**County Council**).
- (3) Diocesan Trustees (Oxford) Limited (Co. Reg. No. 867729) of Church House Oxford, Langford Locks, Kidlington, Oxford, OX5 1GF (**First Owner**).
- (4) The Warden and Scholars of St Mary College of Winchester in Oxford commonly called New College in Oxford of New College Oxford, Holywell Street, Oxford, OX1 3BN and Hallam Land Management Limited (Co. Reg. No. 02456711) of Banner Cross Hall, Ecclesall Road South, Sheffield, S11 9PD and Gallagher Estates Limited (Co. Reg. No. 03035968) of Hyperion House, Pegasus Court, Tachbrook Park, Warwick, CV34 6LW (**Second Owner**).
- (5) Mercian Developments Limited (Co. Reg. No. 08194958) of Paunceford Court, Ledbury, Herefordshire, HR8 2SH (**Developer**).

BACKGROUND

- (A) The District Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (B) The County Council is the county planning authority for the purposes of the Act for the area in which the Site is situated and has powers and duties in respect of education, drainage, highways, transport and the regulation of traffic.
- (C) The First Owner is the freehold owner of the Site registered at HM Land Registry under title number ON302125.
- (D) The Second Owner is the freehold owner of the Site registered at HM Land Registry under title number ON306778.
- (E) The Application has been submitted to the District Council by the Developer and the District Council resolved on 13 April 2023 to grant planning permission for the Development subject to the prior completion of this Deed which is necessary to mitigate the impact of the Development and make it acceptable in planning terms.
- (F) The parties hereto have agreed to be bound by and observe and perform the planning obligations in this Deed which are considered to be CIL Regulation 122 compliant.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in Clauses 1 and 0 apply:

Act the Town and Country Planning Act 1990 (as amended).

Application the application for full planning permission submitted to the District Council and validated on 16 November 2022 for the Development and allocated reference number 22/03452/F.

Commencement of the Development

occurs on and means the carrying out of any material operation (as defined in Section 56(4) of the Act) forming part of the Development (whether or not such operation is a lawful commencement of the Development) other than (for the purposes of this Deed and for no other purpose) operations consisting of:

- (a) site clearance;
- (b) demolition work;
- (c) archaeological investigations;
- (d) investigations for the purpose of assessing ground conditions;
- (e) remedial work in respect of any contamination or other adverse ground conditions;
- (f) erection of any temporary means of enclosure;
- (g) temporary display of site notices or advertisements;

and **Commence Commenced** and **Commencing** or any other derivation of this term shall be construed accordingly.

Construction

the construction of any building forming part of the Development including footings or foundations and **Construct** and **Constructed** shall be construed accordingly.

Development

the development of the Site with the erection of a new 128-bed residential care home (Use Class C2) together with associated access, parking and landscaping as set out in the Application and as may be permitted by any Qualifying Permission.

Due Date

if the provisions of Clause 12 are complied with is the date on which any sum payable hereunder is required to be paid or if any sum is to be paid before an event the day before that event occurs but otherwise is the date hereof

Expert

the person appointed by the parties hereto pursuant to the provisions of this Deed.

Interest

interest at the rate of 4% above the base lending rate of Lloyds Bank PLC from time to time.

Occupation

occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **Occupied** and **Occupy** shall be construed accordingly.

Owner

means the First Owner and the Second Owner together

Plan	the plan attached to this Deed at Appendix 1
Planning Permission	the full planning permission subject to conditions to be granted by the District Council pursuant to the Application which where the context admits shall include each and every Qualifying Permission.
Qualifying Application	any separate application(s) for full planning permission for the Development or any part of the Development or any application under Sections 73 or 96A of the Act relating to the Planning Permission
Qualifying Permission	any full planning permission or approval to a non-material change pursuant to Sections 73 or Section 96A of the Act as the case may be issued pursuant to a Qualifying Application.
Site	the land against which this Deed may be enforced as described in the First Schedule and shown edged red on the Plan.
Trigger Event	any event that when it occurs requires any party to this Deed to pay any sum or carry out any works or take (or desist from taking) any other action including service of any notice.
Working Days	Mondays to Fridays (excluding bank and other public holidays) and any day which is on or between 27 and 31 December in any Calendar Year.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 **Including** means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and **include** shall be construed accordingly.
- 2.6 Words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause, permit or allow infringement of that restriction.
- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.8 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and County Council the successors to their respective statutory functions.

2.9 The headings and contents list are for reference only and shall not affect construction.

3 LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act Section, 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act

3.3 The covenants, restrictions and requirements set out generally herein are enforceable by the District Council and the County Council but

3.3.1 those set out in Schedule 2 are only enforceable by the District Council as local planning authority, and

3.3.2 those set out in Schedule 3 are only enforceable by the County Council as County planning authority

against the Owner and in accordance with Section 106(3)(b) of the Act against any person deriving title from the Owner.

4 CONDITIONALITY

4.1 Save as set out below this Deed is conditional upon:

4.1.1 the grant of the Planning Permission; and

4.1.2 the Commencement of the Development,

4.2 The provisions of Clauses 8.1.1, 8.1.3, 120, 16 and 17 (legal costs, monitoring and administering, notifications, jurisdiction and delivery) shall come into effect immediately upon completion of this Deed.

5 THE COVENANTS BY OWNER

5.1 The Owner covenants with both the District Council and the County Council as set out herein and covenants with

5.1.1 the District Council as set out in Schedule 2; and

5.1.2 the County Council as set out in Schedule 3

6 THE DISTRICT COUNCIL'S COVENANTS

6.1 The District Council covenants with the Owner as set out in Schedule 4

7 THE COUNTY COUNCIL'S COVENANTS

7.1 The County Council covenants with the Owner as set out in Schedule 5

8 MISCELLANEOUS

8.1 The Owner shall pay or secure the payment:

- 8.1.1 to the District Council on the execution and completion of this Deed of the reasonable legal costs of the District Council incurred in the negotiation of the Deed and the preparation and execution of this Deed;
- 8.1.2 to the County Council on the execution and completion of this Deed of the reasonable legal costs of the County Council incurred in the negotiation of the Deed and the preparation and execution of this Deed
- 8.1.3 on completion of this Deed pay
- (a) to the District Council the sum of six hundred pounds (£600.00); and
- (b) to the County Council the sum of six hundred and thirty five pounds (£635.00)
- as a contribution towards the cost of monitoring and administering compliance with the obligations in this Deed
- 8.2 The Owner shall reimburse the District Council and the County Council in respect of all legal and administrative costs reasonably and properly incurred in connection with any enforcement of any of the provisions in this Deed should the need for enforcement arise in the reasonable opinion of the District Council or the County Council.
- 8.3 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.4 This Deed shall be registrable as a local land charge by the District Council.
- 8.5 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the District Council or County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and in the case of the District Council or the County Council, any such agreement, consent, approval or expression of satisfaction shall be given on behalf of:
- 8.5.1 the District Council by the Assistant Director: Planning and Development; and
- 8.5.2 the County Council by the Director for Environment and Place.
- 8.6 Following the District Council and the County Council being notified in writing and the District Council and the County Council being satisfied of the performance and satisfaction of all the obligations contained in this Deed (as confirmed in writing) the District Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 8.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed and insofar as reasonably practicable the parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the parties without illegality.
- 8.8 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of the Development.
- 8.9 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or that part in respect of which such breach occurred but without prejudice to liability for any subsisting breach arising prior to parting with such interest. This Deed shall not be enforceable against:
- 8.9.1 occupiers or tenants of any part of the Development;

- 8.9.2 any mortgagee or chargee of the Owner or those deriving title from them; nor
- 8.9.3 any statutory undertaker whose interest in the Site derives from having equipment necessary to carry out their undertaking on the Site or on adjoining land.
- 8.10 Nothing contained or implied in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission and/or a Qualifying Permission granted (whether or not on appeal) after the date of this Deed.
- 8.11 If the District Council consents pursuant to a Qualifying Application to any variation or release of any condition contained in the Planning Permission (or a previous Qualifying Permission) or if any such condition is varied or released following an appeal under section 78 of the Act the covenants and provisions of this Deed shall be deemed to bind the Qualifying Permission and to apply in equal terms to that Qualifying Permission save that where a different section 106 obligation is agreed by the District Council and/or the County Council as being binding on any Qualifying Permission this obligation shall not apply to that permission if that separate section 106 obligation expressly states that it is in substitution for the obligations in this obligation.

9 WAIVER

- 9.1 No waiver (whether expressed or implied) by the District Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 NO FETTER

- 10.1 Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the District Council or the County Council in the exercise of their respective functions in any capacity.

11 CHANGE OF OWNERSHIP ETC

- 11.1 The Owner agrees with the District Council and separately with the County Council to give each written notice of any change in the ownership of any of its interests in the Site within 10 working days and in any event before the next Trigger Event that arises following such change in ownership if sooner occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office if a company or usual address if not together with the area of the Site or unit of occupation purchased by reference to a plan provided that this clause shall not apply to any disposal of any part or parts of the Site for servicing or utility requirements or to a statutory body or service supply company for the purpose of carrying out their undertaking

12 NOTIFICATIONS

- 12.1 The Owner agrees with the District Council and the County Council:

- 12.1.1 to notify the District Council and the County Council in writing no later than 5 Working Days prior to the anticipated date of each of the following:

- (a) Commencement of the Development;
- (b) first Occupation of the Development;

and not to Commence Occupy or cause or permit Occupation until the appropriate notice has been given and five Working Days have elapsed since it was served;

- 12.2 to notify the District Council and the County Council in writing of the actual date of each such event referred to in Clause 12.1.1 no later than 10 Working Days after the event occurs.;

13 INTEREST

- 13.1 If any payment due under this Deed is paid after the Due Date, Interest will be payable on the amount owed from the Due Date to the date of full payment.
- 13.2 Interest shall be calculated and accrue daily and shall be compounded monthly if any payment is made more than three months after the Due Date.

14 VAT

- 14.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable and the Owner shall pay to the District Council and separately to the County Council any value added tax properly payable on any sums paid to the District Council and/or the County Council or works undertaken under this Deed upon presentation of any appropriate value added tax invoice addressed to the Owner.

15 NOTICES

- 15.1 Any notice or notification to be given to the District Council under this Deed shall be sent to the District Council attention of the Assistant Director Planning and Development at Bodicote House, Bodicote, Banbury, Oxfordshire, OX15 4AA or to such other person at such other address as the District Council shall direct from time to time.
- 15.2 Any notice or notification to be given to the County Council under this Deed shall be sent to the Director of Environment and Place, Oxfordshire County Council, County Hall, New Road, Oxford, OX1 1ND or to such other person at such other address as the County Council shall direct from time to time.
- 15.3 Any notice to be given to the First Owner, Second Owner or the Developer shall be sent to the respective addresses or registered office and addressed to the Company Secretary as the case may be at the head of this Deed or to such other person at such address as the First Owner, Second Owner or the Developer shall notify to the District Council and separately to the County Council from time to time.
- 15.4 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:
- 15.4.1 if delivered by hand, at the time of delivery;
 - 15.4.2 if sent by post, on the second Working Day after posting; or
 - 15.4.3 if sent by recorded delivery, at the time delivery was signed for.
- 15.5 If a notice, demand or any other communication is served after 16:00 on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.
- 15.6 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.
- 15.7 Any notice or notification to be given pursuant to this Deed shall be in writing and shall, unless otherwise agreed, be delivered by hand or sent by post.

16 JURISDICTION

- 16.1 This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

17 DELIVERY

17.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

18 CONSENT OF DEVELOPER

18.1 The Developer acknowledges and declares that this Deed has been entered into by the parties hereto with its consent and that the Site shall be bound by the obligations contained in this Deed PROVIDED THAT the Developer shall otherwise have no liability under this Deed unless it takes possession of the Site or Commences or procures the Commencement of the Development on the Site or any part or parts of it in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

19 DATA PROTECTION

19.1 The parties to this Deed acknowledge and agree that information as to compliance with obligations pursuant to this Deed (including as to whether or not contributions have been paid) may be passed to:

19.1.1 persons who make enquiries on such matters and who advise that they or their clients are proposing to acquire an interest in the Site and it is acknowledged that the recipients of such information may then disseminate it further

19.1.2 any person when so required in order to comply with statutory requirements including the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004

20 EXPERT DETERMINATION

20.1 Any failure to agree a matter arising out of the provisions of this Agreement shall be referred to an expert being a person having appropriate qualifications and experience in such matters for determination of that dispute. The expert shall be appointed by the parties to the dispute or in default of agreement by a person nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of any of the parties to the dispute.

20.2 The decision of the Expert shall (save in the case of manifest error or fraud) be final and binding upon the parties to the dispute and the following provisions shall apply:-

20.2.1 the charges and expenses of the Expert shall be borne equally between the parties to the dispute unless the Expert shall otherwise direct;

20.2.2 the Expert shall give the parties to the dispute an opportunity to make representations and counter-representations to him before making his decision;

20.2.3 the Expert shall be entitled to obtain opinions from others if he so wishes;

20.2.4 the Expert shall comply with any time limit or other directions agreed by the parties to the dispute either following or before his appointment; and

20.2.5 the Expert shall make his reasoned decision within the range of representations by the parties to the dispute.

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

Details of the Owner's Title, and description of the Site

1. The First Owner is the freehold owner of the part of the Site registered at HM Land Registry with title number ON302125 free from encumbrances
2. The Second Owner is the freehold owner of the part of the Site registered at HM Land Registry with title number ON306778 free from encumbrances
3. The Site is OS parcel 6920 East of Oxford Road and Adjoining and South of Canal Lane, Bodicote as shown (for identification purposes only) edged red on the Plan

SCHEDULE 2

Covenants with the District Council

1. The following definitions shall have the following meanings throughout this Deed:-

Primary Care Infrastructure Contribution means the sum of forty six thousand and eighty pounds (£46,080) for the purpose of facilitating enhancement and/or expansion of consulting room capacity at the Hightown GP Surgery at Hightown Gardens, Banbury, Oxfordshire, OX16 9DB

2. The Owner covenants with the District Council as follows:-

2.1 To pay the Primary Care Infrastructure Contribution in full to the District Council prior to Occupation of the Development; and

2.2 not to Occupy or permit Occupation of the Development unless and until the Primary Care Infrastructure Contribution has been paid in full to the District Council.

SCHEDULE 3

Covenants with the County Council

1. The following definitions shall have the following meanings throughout this Deed:-

Index-Linked	means in relation to the in relation to the Traffic Regulation Order adjusted according to any increase occurring between April 2022 and the date when the relevant payment is made in the All Items Retail Price Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics
Public Transport Service Contribution	means in relation to the Public Transport Service Contribution and the Travel Plan Monitoring Fee adjusted according to any increase occurring between December 2021 and the date when the relevant payment is made in the All Items Retail Price Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics
	means the sum of twenty nine thousand four hundred and fifty eight pounds (£29,458) Index Linked towards public transport services in the vicinity of the Site
Traffic Regulation Order Contribution	means the sum of three thousand three hundred and twenty pounds (£3,320) Index Linked towards consultation on and, if approved, implementation of parking restrictions on Longford Park Road at the Site access junction
Travel Plan Monitoring Fee	means the sum of two thousand five hundred and sixty three pounds (£2,563) Index Linked in respect of the costs of monitoring the travel plan required pursuant to the Planning Permission for a 5-year period

2. The Owner covenants with the County Council as follows:-

- 2.1 to pay the Public Transport Service Contribution in full to the County Council prior to Occupation of the Development; and
- 2.2 not to Occupy or permit Occupation of the Development unless and until the Public Transport Service Contribution has been paid in full to the County Council
- 2.3 to pay the Traffic Regulation Order Contribution in full to the County Council prior to Occupation of the Development; and
- 2.4 not to Occupy or permit Occupation of the Development unless and until the Traffic Regulation Order Contribution has been paid in full to the County Council
- 2.5 to pay the Travel Plan Monitoring Fee in full to the County Council prior to Occupation of the Development; and
- 2.6 not to Occupy or permit Occupation of the Development unless and until the Travel Plan Monitoring Fee has been paid in full to the County Council.

SCHEDULE 4

District Council's covenants with the Owner

1. APPLICATION OF MONIES RECEIVED

- 1.1 The District Council covenants with the Owner to use all sums received from the Owner under the terms of Schedule 2 for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the District Council shall agree

2. REPAYMENT OF CONTRIBUTIONS

- 2.1 The District Council covenants with the Owner that following written request from the person who made the relevant payment the District Council will repay to that person the balance (if any) of any payment made by that person to the District Council under the terms of Schedule 2 in accordance with the provisions of this Deed which has not been expended or committed at the date of such written request together with Interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law provided always

2.1.1 that no such request will be made prior to the expiry of ten years of the date of receipt by the District Council of such payment.

2.1.2 that any contribution or part of a contribution which the District Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the District Council prior to that date.

2.1.3 that if capital works have been carried out then commuted sums for maintenance will not be returnable under this paragraph

AND FURTHER PROVIDED THAT the District Council shall not be obliged pursuant to this paragraph to return monies that do not relate to District Council functions or have been passed to persons/bodies other than the District Council.

- 2.2 The District Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid under the terms of Schedule 2 upon a written request by the Owner such request not to be made more than once in any year.

3. DISCHARGE OF OBLIGATIONS

- 3.1 At the written request of the Owner, the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied (acting reasonably) that such obligations have been performed.

SCHEDULE 5

County Council's covenants with the Owner

1 APPLICATION OF MONIES RECEIVED

- 1.1 The County Council shall not apply any of the contributions referred to in Schedule 3 for any purpose other than as set out in the definition of each contribution therein in such form and at such time as the County Council shall in its discretion decide

2 REPAYMENT

- 2.1 Following written request from the person who made the relevant contribution the County Council will repay to that person the balance (if any) of such contribution which at the date of the receipt of such written request has not been expended together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law provided always that no such request shall be made prior to the expiry of 10 years from the Due Date or the date of receipt by the County Council (whichever is the later) of the last instalment of any such contribution.
- 2.2 Any contribution or part of a contribution which the County Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the County Council prior to that date

3 DISCHARGE OF OBLIGATIONS

- 3.1 At the written request of the Owner, the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied (acting reasonably) that such obligations have been performed.

Executed as a deed by affixing the common seal of
Cherwell District Council in the presence of:

[Redacted]

Insert Common Seal of Company



Director *Authenticated Signatory*
ALISON COLES

Director / Secretary

Executed as a deed by affixing the common seal of
Oxfordshire County Council in the presence of:

[Redacted]

Insert Common Seal of Company



Director of Law and Governance (the officer
appointed for this purpose)

~~Director / Secretary~~

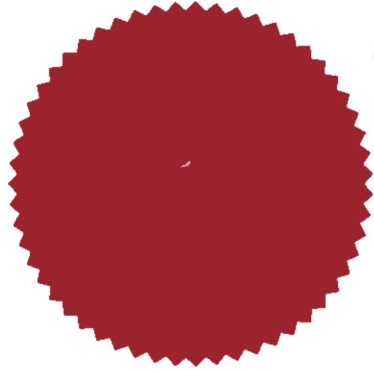
Executed as a Deed by affixing the Common Seal of
DIOCESAN TRUSTEES (OXFORD) LIMITED
in the presence of:

[Redacted]

Signature of Member

[Redacted]

Signature of Secretary



Executed as deed by affixing THE COMMON SEAL of THE
WARDEN AND SCHOLARS OF ST MARY COLLEGE OF
WINCHESTER IN OXFORD COMMONLY KNOWN AS NEW
COLLEGE OXFORD in the presence of



Warden



Fellow



SIMON CRIFFITHS

Executed as a Deed by [NAME OF INDIVIDUAL ATTORNEY]

As attorney for HALLAM LAND MANAGEMENT LIMITED

under a power of attorney dated ~~22 March 2021~~ ^{31 AUGUST 2023} in the
presence of the following witness to the above signature



Attorney

Witness Signature

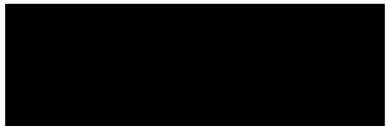


Witness Name

BANNER CROSS HALL
ECCLESALL ROAD
SHEFFIELD S11 9PD

Witness Address

Executed as Deed by GALLAGHER ESTATES LIMITED
acting by a Director in the presence of:



Director

Witness Signature

MARTIN R. RICHMOND

Witness Name

52 ALDERBROOK ROAD
SOLIHULL
WEST MIDLANDS B91 1NW

Witness Address

Executed as a Deed by

MERCIAN DEVELOPMENTS LIMITED

acting by a Director in the presence of:

[REDACTED]

[REDACTED]

Witness Signature

CHRISTINE CAMERON

Witness Name

48 BITTERN ROAD

WORCESTER

WR5 3LT

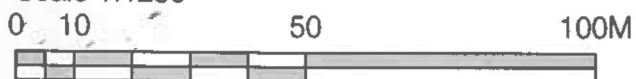
Witness Address

APPENDIX 1

The Plan



Scale 1:1250



Revision	Date	Description	Drawn
Rev			

Client				MERCIAN			
Project				CARE HOME DEVELOPMENT, LONGFORD PARK ROAD, BODICOTE			
Drawing				SITE LOCATION PLAN			
Scale	Date	Drawn	Checked				
1:1250 @A4	01.11.2022	ZK	MP				
Job No	Dwg No	Revision	Status				
5196	LP01		PLANNING				

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Poplar House Hazell Drive
Newport S.Wales NP108FY
T.+44 (0)1633 81 71 71
www.kwlarchitects.co.uk