

Dated 7th MARCH

2024

- (1) **CHERWELL DISTRICT COUNCIL**
- (2) **OXFORDSHIRE COUNTY COUNCIL**
- (3) **PEVERIL SECURITIES LIMITED**

DEED OF VARIATION

Pursuant to Section 106 & 106A of the Town and Country Planning Act 1990 (as amended)

Relating to Land north of Bicester Avenue
Garden Centre, Oxford Road, Bicester (otherwise
known as Bicester Office Park)

Further to an Agreement dated 5 May 2020

Ref: HRD/1599/68769.271
Direct Tel: +44 (0)345 050 3619
Fax No: +44 (0)845 634 1732
Email: heather.davies@freeths.co.uk
Dated: 13 February 2024

THIS DEED is dated

7th MARCH

2024

BETWEEN:

- (1) the Council **CHERWELL DISTRICT COUNCIL**
of Bodicote House, Banbury, Oxfordshire OX15 4AA
- (2) the County Council **OXFORDSHIRE COUNTY COUNCIL**
whose principal office is at County Hall, New Road, Oxford
OX1 1ND
- (3) the Owner **PEVERIL SECURITIES LIMITED**
Company number: 00516739
Registered office: High Edge Court, Heage, Belper,
Derbyshire DE56 2BW

BACKGROUND:

- (A) The Council is the local planning authority for the purposes of the Act for the area within which the Site is situated.
- (B) For the purposes of the Act the County Council is the county planning authority for the area which includes the Site and for the purposes of the Highways Act 1980, the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 the County Council is the highway authority and the traffic authority for certain highways in the area which includes the Site.
- (C) The Owner is the freehold owner of the Site which is now registered at HM Land Registry under title number ON366175.
- (D) The Principal Agreement was entered into for the purpose of regulating the development of the Site.
- (E) The Principal Agreement is enforceable by the Council and the County Council as the case may be as planning authorities against the Owner
- (F) The Planning Permission has not been Implemented
- (G) The Owner has submitted the 2024 Section 73 Application to the Council and the parties have agreed to enter into this Deed in order to vary the Principal Agreement effective upon the grant of the 2024 Section 73 Permission

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Deed the following terms and expressions shall have the following meaning:

Planning Permission	means the planning permission granted by the Council under application number 17/02534/OUT granted by the Council on 6 May 2020;
Principal Agreement	means the agreement dated 5 May 2020 made between (1) Cherwell District Council (2) Oxfordshire County Council (3) Janet Browne, Deana Barbour and Robert Thomas Alexander Browne (4) Scenic Land Developments Limited and (5) Peveril Securities Limited in respect of the Site;
2024 Section 73 Application	means the application to the Council under reference 23/01080/OUT and validated on 24 April 2023 for the variation of Conditions 4, 30 and 34 of the Planning Permission
2024 Section 73 Permission	means the planning permission to be granted pursuant to the Section 73 Application;
Site	means the land which is the subject of the Principal Agreement.

1.2. In interpreting this Deed:

- 1.2.1. The words definitions and expressions used in the Principal Agreement shall have the same meanings as if set out herein verbatim unless otherwise provided.
- 1.2.2. Unless otherwise stated in this Deed reference to any party in 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 "Council" and the County Council the successors in title to their respective statutory functions.
- 1.2.3. Where appropriate the singular includes the plural and vice versa and words importing one gender include all other genders.
- 1.2.4. Where for the time being there are two or more persons within the meaning of any party hereto obligations expressed or implied and made or to be made by or with such party shall be made by or with such party jointly and severally.
- 1.2.5. 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. AGREEMENT AND DECLARATION

This Deed is:

- 2.1. made pursuant to Sections 106 and 106A of the Act;
- 2.2. a planning obligation for the purposes of Section 106 of the Act;
- 2.3. made with the intent to bind the Owner's freehold interest in the Site;
- 2.4. enforceable by the Council and the County Council as Local Planning Authorities; and
- 2.5. executed as a deed.

3. EFFECTIVE DATE

This Deed shall come into effect upon the completion of this Deed.

4. CONDITIONALITY

The variations as set out in clause 5 are conditional upon the grant of the 2024 Section 73 Permission.

5. ACKNOWLEDGEMENT

- 5.1. The parties acknowledge that the 2024 Section 73 Permission will be a Section 73 Permission bound by the terms of the Principal Agreement as varied by this Deed

6. VARIATION OF THE PRINCIPAL AGREEMENT

The Council the County Council and the Owner agree that with effect from the date of this Deed the Principal Agreement is further varied as follows;

- 6.1. The definition of "Section 73 Permission" shall be deleted and replaced with the following definition of "Section 73 Permission":

""Section 73 Permission" a planning permission which may be granted by way of approval of an application under Section 73 of the Act permitting the Development subject to conditions which differ from the conditions of the Planning Permission and for the avoidance of doubt includes a planning permission granted by way of approval of an application under section 73 of the Act to vary or remove conditions on any Section 73 Permission issued after the Planning Permission such planning permission as may from time to time be amended by the approval of a non-material amendment pursuant to Section 96A of the Act"

- 6.2. A new clause 8.13 shall be inserted as follows:

"8.13 In the event that an application is made pursuant to Section 73 of the Act for an amendment to the Planning Permission or as the case may be to a Section 73 Permission and a Section 73 Permission or as the case may be a further Section 73 Permission is granted this Deed shall (unless the District Council or the County Council determines that revised planning obligations are required as a result of such amendment) apply to development pursuant to the Section 73 Permission or further Section 73 Permission as the case may be as well as to development pursuant to the Planning Permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act."

- 6.3. Reference in the definition of the "Works" in the Third Schedule to "indicative drawings 170211 04 170211 07 Rev B and 170211 08 Rev A by Motion" shall be deleted and replaced by reference to "indicative drawing LDW-BWB-HGT-XX-SK-C-1002 S1 Rev P4 by BWB Consulting"
- 6.4. Paragraph (b) of the definition of the "Works" in the Third Schedule shall be deleted.
- 6.5. Paragraph (c) of the definition of the "Works" in the Third Schedule shall be deleted and replaced with the following:

"(c) Works on the A41 Oxford Road/Lakeview Drive junction:

- a. additional right turn filter lane on the northeast-bound approach to the traffic signals at the A41 junction with Lakeview Drive including relocation of splitter island
- b. three-lane exit south west bound carriageway to tie into the three-lane approach carriageway of the A41 junction with Lakeview Drive
- c. adjustments to traffic signals timing and phasing and commissioning of adjusted traffic signals
- d. additional left turn lane from Lakeview Drive
- e. pedestrian crossing to facilitate a 2-stage crossing on Lakeview Drive
- f. single stage cycle crossing on Lakeview Drive
- g. 3 metre wide shared footway/cycleway on the southern side of Lakeview Drive between the A41/Lakeview Drive junction and the first roundabout

6.6 The indicative drawings 170211 04, 170211 07 Rev B and 170211 08 Rev A attached to the Principal Agreement shall be deleted and replaced by indicative drawing LDW-BWB-HGT-XX-SK-C-1002 S1 Rev P4 which is attached to this Deed

But otherwise the Council the County Council and the Owner agree that from the date of this Deed the Principal Agreement as varied by this Deed shall continue in full force and effect.

7. OWNER'S COVENANTS

7.1. The Owner covenants with the Council and the County Council to continue to comply with the obligations as set out in the Principal Agreement insofar as they are not varied by this Deed.

7.2. The Owner agrees to pay the Council and the County Council on completion of this Deed its reasonable costs incurred in the preparation and completion of this Deed.

8. COUNCIL'S AND COUNTY COUNCIL'S COVENANTS

The Council and the County Council covenant with the Owner to continue to comply with their obligations as set out in the Principal Agreement insofar as they are not varied by this Deed.

9. DECLARATION

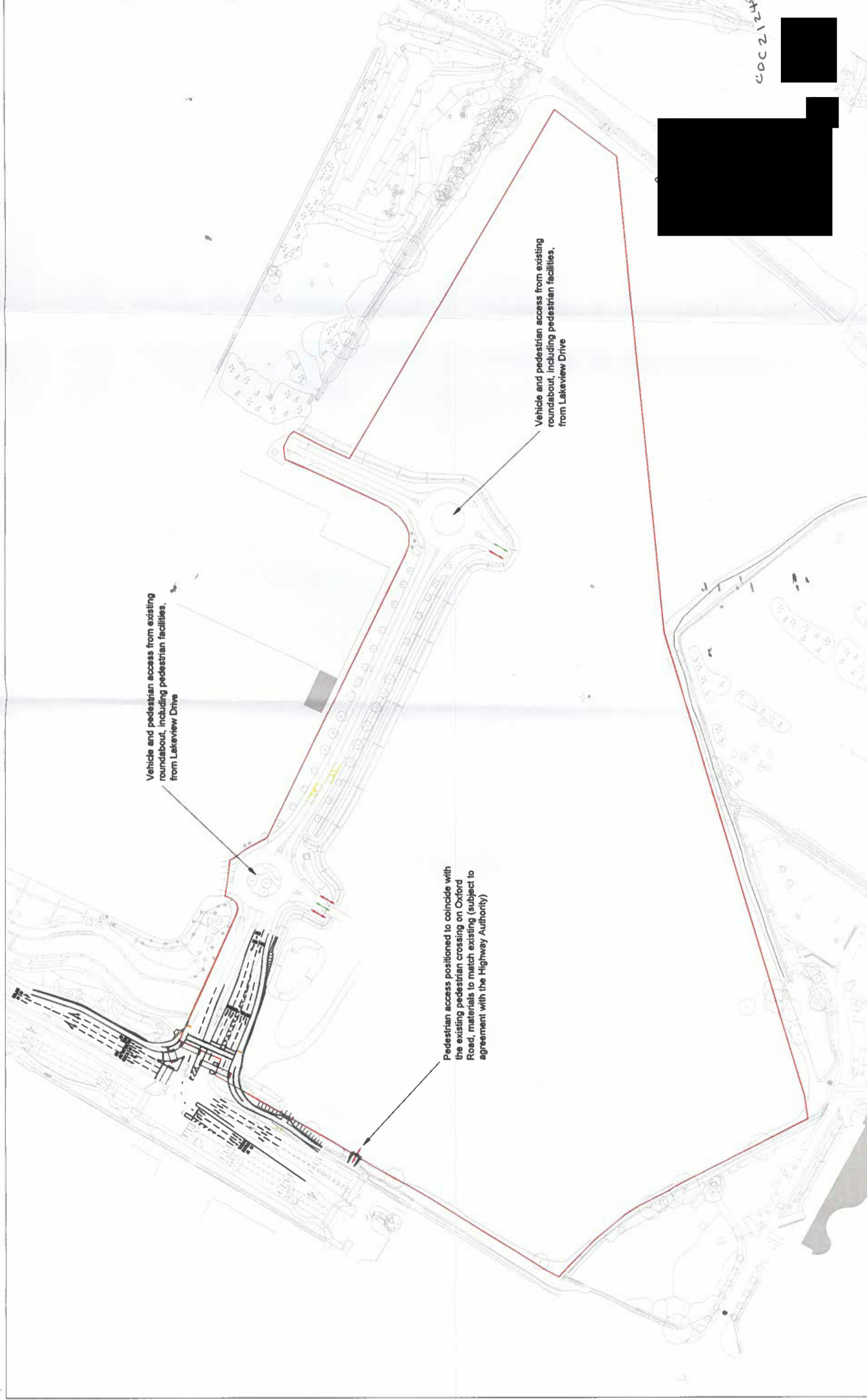
9.1. No provisions of this Deed shall be enforceable under the Contracts (Right of Third Parties) Act 1999 (other than by the parties and their successors in title and assigns and any successor to the District Council's or the County Council's functions).

9.2. This Deed shall be registered as a Local Land Charge by the Council.

IN WITNESS whereof this Deed has been duly executed as a deed by all parties hereto the day and year first above written

ANNEX

Indicative highway drawing LDW-BWB-HGT-XX-SK-C-1002 S1 Rev P4

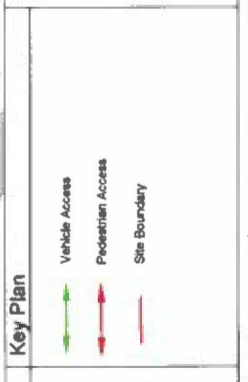


CDC 21245

Notes

1. Do not scale this drawing. All dimensions must be checked/verified on site, if in doubt ask.
2. This drawing is to be read in conjunction with all the engineer's and specialist drawings and specifications.
3. All dimensions in millimetres unless noted otherwise. All levels in metres unless noted otherwise.
4. Any discrepancies noted on site are to be reported to the engineer immediately.

Copyright BMB Consulting Ltd



Issues & Revisions

Rev	Date	Details of issue / revision	Drawn	Checked
P1	18.04.23	PRELIMINARY ISSUE	PO	DA
P2	20.08.23	PRELIMINARY ISSUE	PO	DA
P3	20.10.23	PRELIMINARY ISSUE	LA	DA
P4	28.11.23	PEDICYCLE CROSSINGS AUTHORED	LA	DA

BWB
A COWI COMPANY

Birmingham | 0121 233 3322
 Leeds | 0113 233 8000
 London | 020 7254 9122
 Manchester | 0161 233 4280
 Nottingham | 0115 824 1100
www.bwbconsulting.com

PEVERIL SECURITIES

Client: **PEVERIL SECURITIES**

Drawn: D. Hodgson
 Date: 18.04.23
 Scale: A3 | 1:5000

Project Title: **BICESTER ARC**

Project Status: **PLANNING**

Drawing Title: **PROPOSED HIGHWAY ARRANGEMENT**

Project - Original - Zone - Level - Top - File - Number: **LDW-BWB-HGT-XX-SK-C-1002**

Drawn: S1
 Status: S1
 Rev: P4

EXECUTED as a DEED by affixing THE COMMON SEAL of CHERWELL DISTRICT COUNCIL in the presence of:



[Redacted signature]

~~Director/Secretary~~

[Redacted text]

EXECUTED as a DEED by affixing THE COMMON SEAL of OXFORDSHIRE COUNTY COUNCIL in the presence of:



[Redacted signature]

~~Director of Law and Governance/
Designated Officer~~

EXECUTED as a DEED by PEVERIL SECURITIES LIMITED acting by a director in the presence of:

[Redacted signature]

Director

Witness' Signature: [Redacted]

Witness' Name: JULIE SELLERS

Witness' Address: [Redacted]