

DATED

15 March

2017

CHERWELL DISTRICT COUNCIL

-and-

OXFORDSHIRE COUNTY COUNCIL

-and-

PERSIMMON HOMES LIMITED

**SUPPLEMENTAL PLANNING
OBLIGATION BY DEED OF AGREEMENT (VARIATION)**

**under section 106A of the Town and Country Planning Act 1990 (as amended)
and section 111 of the Local Government Act 1972
and section 1 of the Localism Act 2011
relating to land to the East of Warwick Road, Banbury, Oxfordshire**

*Head of Law & Governance
Cherwell District Council
Bodicote House . Bodicote
Banbury . Oxfordshire
OX15 4AA*

Cherwell
DISTRICT COUNCIL
NORTH OXFORDSHIRE

DATE

15 March

2017

PARTIES:

- (1) **CHERWELL DISTRICT COUNCIL** of Bodicote House Bodicote Banbury Oxfordshire OX15 4AA ("the District Council")
- (2) **OXFORDSHIRE COUNTY COUNCIL** of County Hall New Road Oxford OX1 1ND ("the County Council")
- (3) **PERSIMMON HOMES LIMITED** (Company No. 04108747) whose registered office is at Persimmon House, Fulford, York YO19 4FE ("the Owner")

INTRODUCTION

1. The District Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
2. The County Council is the local highway authority, the county planning authority and the education authority for the area in which the Site is situated.
3. The Owner is the registered proprietor of the freehold of the majority of the Site, save for some plots that have been sold to individual homeowners on Phase 1 of the Development.
4. The Original Agreement was entered into by the District Council, the County Council, William Herbrand Sackville Earl De La Warr (the former owner of the Site) and the Owner and later amended by a Deed of Variation entered into by the District Council, the County Council and the Owner.
5. The District Council has resolved to grant planning permission for extra Dwellings on Phase 1 of the Development and the Owner has agreed to provide 2 further Affordable Housing Dwellings on Phase 2 of the Development in lieu of provision on Phase 1. The parties have therefore agreed to further amend the affordable housing provisions contained in the

Original Agreement as set out in this Deed to provide for these extra 2 Affordable Housing Dwellings.

NOW THIS DEED WITNESSES AS FOLLOWS

1. Definitions:

- 1.1 The definitions in the Original Agreement shall apply to this Deed in addition to the definitions set out below and the provisions as to construction contained in clause 2 of the Original Agreement shall apply to this Deed:

"the Extra Units Application"	means the application for full planning permission submitted by the Owner to the District Council for the erection of 20 no. houses, associated highways access and parking, which has been given reference number 16/01210/F
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"the Extra Units Permission"	means the full planning permission to be granted by the District Council subject to conditions pursuant to the Extra Units Application
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"Implementation Date"	means the carrying out of any material operation (as defined in Section 56(4) of the Act) pursuant to the Extra Units Permission but excluding for the purposes of this Deed and for no other purpose operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosures,
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the temporary display of site notices or advertisements, provision of a sales or marketing suite and provision or construction of a temporary access

“the Initial Permission”

means the planning permission reference 12/01789/OUT for the Development

“the Original Agreement”

means the agreement made under Section 106 of the Act dated 2 September 2014 made between (1) Cherwell District Council (2) Oxfordshire County Council (3) William Herbrand Sackville Earl De La Warr and (4) Persimmon Homes Limited in relation to the Initial Permission and amended by a Deed of Variation made under Section 106A of the Act dated 24 September 2015 made between (1) Cherwell District Council (2) Oxfordshire County Council and (3) Persimmon Homes Limited

2. Legal Basis

This Deed is made under section 106A of the Act and section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and is supplemental to and varies the Original Agreement.

3. Conditionality

This Deed shall come into effect on the Implementation Date.

4. Variation of the Original Agreement

- 4.1. The parties agree that from the Implementation Date, the Original Agreement shall be varied as set out in clauses 4.2 and 4.3 below.

- 4.2. The following wording shall be added to the definition of 'Affordable Housing Dwellings' in Part 2 of the Second Schedule after sub-paragraph (ii):

"(iii) 2 further Dwellings of such size, type and tenure as the District Council may agree in writing"

- 4.3 The words "together with 2 further Affordable Housing Dwellings on Phase 2 of the Development" shall be added to the definition of 'Affordable Housing Dwellings' in Part 2 of the Second Schedule after the words "21% (twenty one per cent) of the total number of Dwellings"

5. Miscellaneous

- 5.1. 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 functions).
- 5.2. This Deed shall be registrable as a local land charge by the District Council.
- 5.3. Except as expressly amended by this Deed, the Original Agreement shall remain in full force and effect
- 5.4. The Owner will on completion of this Deed pay to the District Council and the County Council their respective reasonable legal costs incurred in the negotiation, preparation and execution of this Deed.

6. Jurisdiction

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

7. Delivery

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.

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

THE COMMON SEAL of
CHERWELL DISTRICT COUNCIL

was affixed in the presence of:-



CDC
19235

[Redacted]
Authorised Signatory:

THE COMMON SEAL of
OXFORDSHIRE COUNTY COUNCIL

was affixed in the presence of:-



[Redacted]
Chief Legal Officer/Designated Officer:

1550/16

EXECUTED as a DEED by
PERSIMMON HOMES LIMITED
acting by its attorneys

[Redacted]

PAUL STONES

and

[Redacted]

SANDRA REAL STONES

in the presence of:

ANDREW LOED

Witness Name

[Redacted]

Witness Signature

[Redacted]

Witness Address