

DATED 15 December 2015

**CHERWELL DISTRICT COUNCIL**

**-and-**

**OXFORDSHIRE COUNTY COUNCIL**

**-and-**

**GRAVEN HILL VILLAGE DEVELOPMENT COMPANY LIMITED**

**-and-**

**SECRETARY OF STATE FOR DEFENCE**

**DEED OF VARIATION**

pursuant to Section 106A of the Town and Country Planning Act 1990

and other legislation

in relation to land at Graven Hill, Bicester, Oxfordshire

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

***Cherwell***  
**DISTRICT COUNCIL  
NORTH OXFORDSHIRE**

DATE:

15 December

2015

**PARTIES:**

1. **CHERWELL DISTRICT COUNCIL** of Bodicote House, Bodicote, Banbury, Oxfordshire, OX15 4AA ("the District Council" and "the Second Mortgagee")
2. **OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1 1ND ("the County Council")
3. **GRAVEN HILL VILLAGE DEVELOPMENT COMPANY LIMITED** (Company number 9102699) whose registered office is at Bodicote House, Bodicote, Banbury, Oxfordshire OX15 4AA ("the Owner")
4. **SECRETARY OF STATE FOR DEFENCE** of Property Legal Team, Ministry of Defence, Defence Infrastructure Organisation, mailpoint 2216, Poplar 2, Abbey Wood, Bristol BS34 8JH and of Property Legal Team, Ministry of Defence, Defence Infrastructure Organisation, Main Building, Horse Guards Avenue, Whitehall, London SW1A 2HB and of Property Legal Team, Ministry of Defence, Defence Infrastructure Organisation, Bazalgette Pavilion, RAF Wyton, Huntingdon PE28 2EA ("the First Mortgagee")

**INTRODUCTION**

- A. The District Council is the local planning authority for the purposes of the Act for the area where the Site is situated.
- B. The County Council is the county planning authority for the area in which the Site is situated.
- C. By way of transfer dated 11 August 2014, the Owner has acquired the land shown edged red on the plan appended to this Deed being a substantial majority of the Site, subject to mortgages in favour of the First Mortgagee and the Second Mortgagee.
- D. The District Council has resolved to adopt the LDO for the Development to facilitate and encourage the delivery of self-build dwellings on the Site.
- E. The parties have therefore agreed to enter into this Deed, the purpose of which is to vary the Principal Agreement to include reference to the LDO.

**NOW THIS DEED WITNESSES AS FOLLOWS**

**1 Definitions and Interpretation:**

The definitions in the Principal 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 Principal Agreement shall apply to this Deed:

**“the Mortgagees”** means together the First Mortgagee and the Second Mortgagee and their respective successors in title and assigns

**“the Owner”** means Graven Hill Village Development Company Limited and its successors in title and assigns

**“Principal Agreement”** means the Section 106 Agreement dated 8 August 2014 relating to the Development at the Site between the District Council, the County Council and the Secretary of State for Defence

**“the Initial Permission”** means planning permission reference 11/01494/OUT for the Development

**2 Statutory Basis**

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

2.2 Except as modified by clause 3 of this Deed the Principal Agreement shall remain in full force and effect.

**3 Variation of the Principal Agreement**

The parties agree that from the date of this Deed the definitions and terms of the Principal Agreement shall be amended as follows:

3.1 The following definition shall be inserted into the definitions at Clause 1 of the Principal Agreement:

*"LDO means the Local Development Order for Phase 0 and Phase 1A of the Development adopted by the District Council on [ ] December 2015 pursuant to Sections 61A-61D and Schedule 4A of the Act and Article 38 of The Town and Country Planning (Development Management Procedure) Order 2015"*

3.2 The definition of Qualifying Permission in Clause 1 of the Principal Agreement shall be deleted and replaced with:

*"Qualifying Permission means a Reserved Matters approval or planning permission as the case may be issued pursuant to a Qualifying Application or development permitted pursuant to the LDO"*

#### 4 **Mortgagees' Consent**

4.1 The Mortgagees acknowledge and declare that this Deed has been entered into by the Owner with their consent and that the Site shall be bound by the obligations contained in the Principal Agreement as varied by this Deed and that the security of their mortgages over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagees shall otherwise have no liability under this Deed unless they take possession of the Site in which case they will be bound by the obligations as if they were a person deriving title from the Owner.

#### 5 **Miscellaneous**

5.1 The District Council shall enter this Deed on to the local land charges register in relation to the Site.

5.2 The Owner will pay to the District Council and the County Council their respective legal costs of the preparation of this Deed on its completion.

#### 6 **Jurisdiction**

6.1 The 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.

#### 7 **Delivery**

7.1 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.

IN WITNESS whereof the parties hereto have executed this Deed on the date first above written.

THE COMMON SEAL OF )  
CHERWELL DISTRICT COUNCIL )  
WAS AFFIXED IN THE PRESENCE OF )

*[Handwritten signature]*

Authorised Signatory:



CDC  
18977

THE COMMON SEAL OF )  
OXFORDSHIRE COUNTY COUNCIL )  
WAS AFFIXED IN THE PRESENCE OF )

*[Handwritten signature]*

~~Chief Legal Officer~~/Designated Officer:



1258/15

EXECUTED AS A DEED by )  
GRAVEN HILL VILLAGE DEVELOPMENT )  
COMPANY LIMITED acting by )  
a Director in the presence of: )

Director:

*[Handwritten signature]*

Witness:

*[Handwritten signature]*  
J. DODDLE  
Bodwick Way  
Banbury

SEAL  
No. 32542



The Corporate Seal of the )

**SECRETARY OF STATE FOR DEFENCE** )

hereunto affixed is authenticated by )

*[Handwritten signature]*

Assistant Head, Environment + Planning Support, DIO

DEFENCE INFRASTRUCTURE ORGANISATION  
KINGSTON ROAD  
SUTTON COLDFIELD  
WEST MIDLANDS  
B75 7RL