

DATED

30 March

2016

- (1) CHERWELL DISTRICT COUNCIL
- (2) OXFORDSHIRE COUNTY COUNCIL
- (3) DORCHESTER HEYFORD PARK GP LIMITED AND DORCHESTER HEYFORD PARK NOMINEE LIMITED
- (4) UPPER HEYFORD GP LIMITED AND UPPER HEYFORD NOMINEE LIMITED
- (5) HEYFORD PARK ESTATE LIMITED
- (6) BOVIS HOMES LIMITED
- (7) HEYFORD COMMERCIAL LIMITED
- (8) HEYFORD COMMERCIAL DEVELOPMENT LIMITED
- (9) HEYFORD RESIDENTIAL LIMITED
- ~~(10) TRIMONT REAL ESTATE ADVISORS BV~~ JM
- (10)(11) LLOYDS BANK PLC
- (11)(12) SECURE TRUST BANK PLC

PLANNING OBLIGATION

**under Section 106 of the Town and Country Planning Act
1990**

**relating to land at Dow Street Upper Heyford
Oxfordshire**

Application 13/01811/OUT

DATE

30 March

2016

PARTIES

- (1) **CHERWELL DISTRICT COUNCIL** of Bodicote House, Bodicote, Banbury, Oxon OX15 4AA ("the District Council"); and
- (2) **OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1 1ND ("the County Council"); and
- (3) **DORCHESTER HEYFORD PARK GP LIMITED** (Jersey Co Reg No. 103763) whose registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD and **DORCHESTER HEYFORD PARK NOMINEE LIMITED** (Jersey Co Reg No. 103763) whose registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD ("the First Owner"); and
- (4) **UPPER HEYFORD GP LIMITED** (Jersey Co Reg No. 103760) whose registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD and **UPPER HEYFORD NOMINEE LIMITED** (Jersey Co Reg No. 103759) whose registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD ("the Second Owner");
- (5) **HEYFORD PARK ESTATE LIMITED** (Co Reg No 7973218) whose registered office is at Heyford Park House, Heyford Park, Upper Heyford, Bicester, Oxfordshire, OX25 5HD ("the Third Owner");
- (6) **BOVIS HOMES LIMITED** (Co Reg No 397634) whose registered office is at The Manor House, North Ash Road, New Ash Green, Longfield, Kent, DA3 8HQ ("the Fourth Owner / First Mortgagee");
- (7) **HEYFORD COMMERCIAL LIMITED** (Co Reg No 7972839) whose registered office is at Heyford Park House, Heyford Park, Upper Heyford, Bicester, Oxfordshire, OX25 5HD ("the Fifth Owner");
- (8) **HEYFORD COMMERCIAL DEVELOPMENT LIMITED** (Co Reg No 7972706) whose registered office is at Heyford Park House, Heyford Park, Upper Heyford, Bicester, Oxfordshire, OX25 5HD ("the Sixth Owner");
- (9) **HEYFORD RESIDENTIAL LIMITED** (Co Reg No 7972803) whose registered office is at Heyford Park House, Heyford Park, Upper Heyford, Bicester, Oxfordshire, OX25 5HD ("the Seventh Owner");

~~(10) TRIMONT REAL ESTATE ADVISORS BV (The Netherlands Co Reg No 52077152) whose registered office is at De Wel 14-16 3871 MV Hoevelaken, The Netherlands ("the Second Mortgagee");~~ JM

(10) (11) LLOYDS BANK PLC (Co Reg No 2065) whose registered office is at 25 Gresham Street, London EC2V 7HN ("the Third Mortgagee"); and

(11) (12) SECURE TRUST BANK PLC (Co Reg No 00541132) whose registered office is at One Arleston Way, Solihull B90 4LH ("the Fourth Mortgagee")

DEFINITIONS

1. For the purposes of this Deed the following expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990
"Application"	the application for outline planning permission submitted to the District Council for the Development and allocated reference number 13/01811/OUT
"Application Site"	the land at Dow Street Upper Heyford Oxfordshire shown edged red on the Plan
"Development"	the development of the Application Site with the Construction of up to 60 dwellings and public open space and associated works as set out in the Application
"Dow Street Dwelling"	a building (including a house flat or maisonette) constructed or proposed to be constructed on the Application Site as part of the Development or part of such building designed for residential occupation by a single household pursuant to the Planning Permission or any Dow Street Qualifying Permission and including Affordable Housing Dwellings (as defined in the Second

Schedule)

“Dow Street Qualifying Application”

means

- (a) an application for approval of reserved matters or
- (b) any separate application(s) for planning permission for any part (but not the whole) of the Development or
- (c) any application under Section 73 of the Act relating to the Planning Permission

“Dow Street Qualifying Permission”

means a reserved matters approval or planning permission as the case may be issued pursuant to a Dow Street Qualifying Application which in the case of a planning permission is issued before the adoption of a Community Infrastructure Levy Charging Schedule by the District Council

“Implementation”

the carrying out of any material operation (as defined in Section 56(4) of the Act) forming part of the Development other than (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, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and “Implement” “Implemented” and “Implementing” shall be construed accordingly

“Interest”

interest at 4% per annum above the base rate

of the Bank of England from time to time and compounded annually from the date on which it falls due to the date of actual payment

"Mortgagees"

together the First Mortgagee the ~~Second-Mortgagee~~ the Third Mortgagee and the Fourth Mortgagee

JM

"Occupation" and
"Occupied"

occupation for the purposes permitted by the Planning Permission or any Dow Street Qualifying Permission but not including occupation for construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations

"Plan"

the plan attached to this Deed at Appendix 1

"Planning Permission"

the outline planning permission subject to conditions to be granted by the District Council pursuant to the Application

"Principal Agreement"

the 2011 Agreement as varied by the Supplemental Agreements

"Supplemental Agreements"

the Agreements pursuant to Section 106 A of the 1990 Act dated 28 August 2012 and 27 June 2014 relating to land at Upper Heyford which includes the Application Site

"2011 Agreement"

the Agreement pursuant to section 106 of the 1990 Act dated 22 December 2011 relating to the Upper Heyford Site being land at Upper Heyford which includes the Application Site

“Upper Heyford Site”	the land defined as “the Site” in the 2011 Agreement
“Upper Heyford Site Landowner”	together the First Owner the Second Owner the Third Owner the Fourth Owner the Fifth Owner the Sixth Owner and the Seventh Owner
“Working Day”	any day upon which the London clearing banks are open for business

CONSTRUCTION OF THIS DEED

2. 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
3. Words importing the singular meaning where the context so admits include the plural meaning and vice versa
4. 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
5. Wherever there is more than one person named as a party and/or 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
6. “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
7. 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
8. 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

9. Reference to any party to this Deed shall include the successors in title to that party and to any 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 and any duly appointed employee or agent of the District Council and County Council or such successor
10. Any terms not defined within this Deed shall have the meaning attributed to them within the Principal Agreement.
11. Subject to the variations contained in this Deed the terms of the Principal Agreement shall continue to have full force and effect.

INTRODUCTION

12. The District Council is the local planning authority for the purposes of the Act for the area in which the Application Site and the Upper Heyford Site are situated
13. The County Council is the county planning authority for the area in which the Application Site and the Upper Heyford Site are situated and has sundry powers and duties in respect of education, the provision of library facilities, museums, waste disposal and social and health care and in respect of highways transport and regulation of traffic
14. The First Owner and the Third Owner are the freehold owners of the Application Site as set out in the First Schedule subject to a charge in favour of the First Mortgagee
15. The Upper Heyford Site Landowner is the owner of the freehold of the Upper Heyford Site subject to various leases and tenancies and legal charges in favour of the Mortgagees but otherwise free from encumbrances as it hereby warrants and the Third Owner and the Sixth Owner are the freehold owners of the Adjoining Land
16. Planning Permission was granted on 22 December 2011 in respect of application 10/01642/OUT relating to the Upper Heyford Site being land at Upper Heyford which includes the Application Site subject to the 2011 Agreement
17. The 2011 Agreement has been varied by the Supplemental Agreements
18. The Application has been submitted to the District Council and the District Council has resolved to grant planning permission for the Development subject to the prior completion of this Deed which is required to mitigate the impact of the Development

LEGAL BASIS

19. This Deed is made pursuant to Sections 106 and 106A of the Act Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers
20. The covenants, restrictions and requirements imposed upon the First Owner and the Third Owner under this Deed in respect of the Application Site further to Schedules 2,3.4 and 5 of this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the District Council and the County Council as planning authorities against the First Owner and the Third Owner

CONDITIONALITY

21. This Deed is conditional upon the grant of the Planning Permission; and Implementation save for the provisions of Clauses 27, 43, 46 and 47 (legal costs, change of ownership, jurisdiction and delivery) which shall come into effect immediately upon completion of this Deed

VARIATION OF PRINCIPAL AGREEMENT

22. The parties agree that
 - 22.1 Dow Street Qualifying Applications shall be Qualifying Applications for the purposes of the Principal Agreement
 - 22.2 The definition of "Qualifying Application" in the Principal Agreement shall be amended by the addition of the words
"or (where any Dow Street Qualifying Permission (as defined in a planning obligation dated [30] March 2016 relating to land at Dow Street Upper Heyford which forms part of the Site) has been Implemented) 1135"

at the end
 - 22.3 Dow Street Dwellings shall constitute Dwellings for the purposes of the Principal Agreement
 - 22.4 the following definition shall be substituted for the definition of Dwellings in the Principal Agreement
"Dwelling(s)" includes the residential units to be provided as part

of the Development pursuant to a planning permission issued pursuant to a Qualifying Application and the Retained Housing Units and any residential units constructed pursuant to the Existing Planning Permission and also includes residential units constructed pursuant to planning permission number 13/01811/OUT ("the Dow Street Permission") or to any Dow Street Qualifying Permission (as defined in a planning obligation dated [30] March 2016 relating to land at Dow Street Upper Heyford which forms part of the Site)

22.5 Dow Street Dwellings shall constitute New Build Dwellings for the purposes of the Principal Agreement

22.6 The following definition shall be substituted for the definition of New Build Dwellings in the Principal Agreement

"New Build Dwelling" means a newly constructed Dwelling as distinct from a Retained Housing Unit and includes residential units constructed pursuant to planning permission number 13/01811/OUT ("the Dow Street Permission") or to any Dow Street Qualifying Permission (as defined in a planning obligation dated [30] March 2016 relating to land at Dow Street Upper Heyford which forms part of the Site)

22.7 "1135" shall be substituted for "1075" in clause 14 of the 2011 Agreement on both occasions when it occurs

22.8 The wording at paragraph 9.1 of Schedule 3 of the Principal Agreement shall be deleted and replaced with the following wording:

"9.1 a mortgagee of an Affordable Housing Provider exercising its power of sale or a receiver appointed by such mortgagee or a purchaser from such mortgagee or receiver (other than a purchaser which is an Affordable Housing Provider) nor any successor in title to such purchaser provided that the relevant mortgagee, receiver or purchaser in question:

9.1.1 has first served written notice on the District Council of its intention to exercise its power of sale or other power or right conferred upon it, by its mortgage, charge or other security; and

9.1.2 has made every reasonable effort to the reasonable satisfaction of the District Council as certified in writing by the

District Council's Head of Development Management or such other officer as the District Council may designate for such purpose (such certification not to be unreasonably withheld or delayed) over a period of 3 months from receipt of notification pursuant to paragraph 9.1.1 above to dispose of the Affordable Housing Site subject to any leases and tenancies then subsisting and to the terms of this Agreement to an Affordable Housing Provider or the District Council PROVIDED ALWAYS that nothing herein shall require the mortgagee, receiver or purchaser as appropriate to dispose of the Affordable Housing Site at a price which is less than the lesser of the open market value of the Affordable Housing Site subject to the restrictions contained within this Agreement or all sums due under the terms of the mortgage or charge together with costs and interest.

- 22.9 All references to the Principal Agreement in the Principal Agreement and otherwise shall take effect as references to the Principal Agreement as varied by this Deed

COVENANTS

23. The First Owner and the Third Owner covenant so as to bind their interests in the Application Site, but for the avoidance of doubt not to bind their interests in the Upper Heyford Site with the District Council as set out in the Second Third and Fourth Schedules
24. The First Owner and the Third Owner covenant so as to bind their interests in the Application Site, but for the avoidance of doubt not to bind their interests in the remainder of the Upper Heyford Site with the County Council as set out in the Fifth Schedule
25. The District Council covenants with the First Owner and the Third Owner as set out in the Sixth Schedule
26. The County Council covenants with the First Owner and the Third Owner as set out in the Seventh Schedule

MISCELLANEOUS

27. The First Owner and the Third Owner

- 27.1 will on completion of this Deed pay to the District Council and the County Council their respective reasonable legal costs incurred in connection with the preparation and completion of this Deed so far as such costs have not been paid prior to the completion of this Deed
- 27.2 will reimburse the District Council and the County Council in respect of all legal and administrative costs reasonably and properly incurred in connection with the enforcement of any of the provisions in this Deed including but not limited to correspondence monitoring and site visits by or on behalf of the District Council or the County Council.
- 27.3 will on completion of this Deed pay to the County Council the sum of £1,000 as a contribution towards the cost of monitoring and administration of this Deed and the balance of £4,000 on Implementation of the Planning Permission towards the cost of monitoring and administration of this Deed
- 27.4 will on completion of this Deed pay to the District Council the sum of five hundred Pounds (£500) as a contribution towards the cost of monitoring and administration of this Deed
- 27.5 will pay the reasonable legal costs of the District Council where land is transferred to the District Council pursuant to this Deed on completion of any transfer.
- 28 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)
- 29 This Deed shall be registered as a local land charge by the District Council
- 30 Where the agreement, approval, consent or expression of satisfaction of any party is required under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed
- 31 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party
- 32 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall note this in the Register of Local Land Charges in respect of this Deed
- 33 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

- 34 This Deed shall cease to have effect if the Planning Permission shall be quashed, revoked or otherwise withdrawn at any time or the Planning Permission expires before Implementation has occurred PROVIDED THAT if the Planning Permission has been modified at any time this Deed shall be modified in order to take proper and reasonable account of this.
- 35 No person shall be liable for any breach of any of the planning obligations or other provisions in the Second Third Fourth or Fifth Schedules to this Deed after it shall have parted with its entire interest in the Application Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 36 This Deed shall not be enforceable against owner-occupiers or tenants of Dow Street Dwellings nor against those deriving title from them (PROVIDED ALWAYS THAT this clause shall not apply to any provisions placing a restriction on occupation of dwellings and the provisions of paragraph 2.1.7 of the Second Schedule shall (subject to paragraph 6 of the Second Schedule) bind Affordable Housing Dwellings) or, statutory undertakers as owners of any statutory apparatus or any part of the Application Site on which statutory apparatus is located or any utility management company managing the utilities and services on the Application Site save that restrictions relating to work at the Application Site and restrictions on use of the Application Site shall be enforceable in respect of their interest in the relevant part of the Application Site.
- 37 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the District Council and the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authorities

MORTGAGEES' CONSENT

- 38 The Mortgagees acknowledge that the Upper Heyford Site is bound by the obligations contained in this Deed to the intent that the securing of the Mortgagees' interest over the Upper Heyford Site shall take effect subject to the Principal Agreement as varied by this Deed
- 39 The First Mortgagee acknowledges that the Application Site is bound by the obligations contained in this Deed to the intent that its interest in the Application Site will take effect subject to this Deed provided always that the First Mortgagee shall not be personally liable to comply with the obligations in this Deed on the part

of the First Owner and the Third Owner unless the First Mortgagee takes possession of the part of the Application Site in which it has an interest.

- 40 It is hereby declared that neither ~~the Second Mortgagee~~, the Third Mortgagee nor the Fourth Mortgagee have an interest in the Application Site and accordingly they shall (unless they acquire such an interest) have no liability in respect of any of the obligations in this Deed which relate solely to the Application Site, which for the avoidance of doubt shall include the obligations contained in Schedules 2, 3, 4 and 5 herein. JM

WAIVER

- 41 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

NO FETTER

- 42 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.

CHANGE OF OWNERSHIP

- 43 The First Owner and the Third Owner agree with the District Council and the County Council:
- 43.1 to give the District Council and the County Council written notice within fourteen days of any change in ownership of any of their interests in the Application Site 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 Application Site or unit of occupation purchased by reference to a plan

43.2 to notify the District Council and the County Council separately in writing within fourteen days of the occurrence of each of the following events and to specify in the notification the date on which it occurred:

43.2.1 the date of Implementation of the Planning Permission

43.2.2 the date of Occupation of the first Dow Street Dwelling

43.2.3 the date of Occupation of the tenth Dow Street Dwelling ✓

43.2.4 the date of Occupation of the twelfth Market Dwelling (as defined in the Second schedule)

43.2.5 the date of Occupation of the twenty first Market Dwelling (as defined in the Second schedule)

42.3 to notify the District Council and the County Council within twenty-eight days of each of the usual quarter days (25 March, 24 June, 29 September and 25 December) of the total number of Dow Street Dwellings on the Development which have been Occupied on that quarter day and their addresses/plot numbers together with a plan showing plot numbers and the number of Bedrooms (as defined in the Fifth Schedule Part 1 comprised in each Dow Street Dwelling that has been Occupied).

INTEREST

44 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

VAT

45 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

JURISDICTION

46 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 in relation to any disputes between the parties arising out of or related to this Deed.

DELIVERY

47 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.

EXECUTION

48 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

IN WITNESS whereof the parties hereto have executed in counterpart this Deed on the day and year first before written.

FIRST SCHEDULE

THE APPLICATION SITE

Land at Dow Street Upper Heyford, Oxfordshire, which is shown edged red on the Plan, and comprised in Land Registry title numbers ON 307194 ON288091 and ON 307576

SECOND SCHEDULE

COVENANTS WITH THE DISTRICT COUNCIL

Affordable Housing

1. Definitions

“Affordable Housing” means subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market

“Affordable Housing Dwellings” means Shared Ownership Housing and Affordable Rented Housing or such alternative tenure to be agreed with the District Council that shall comprise not less than 30% (thirty per cent) of the total number of Dow Street Dwellings on the Development

“Affordable Housing Indicative Dwelling and Tenure Mix” means a mix of tenure and dwelling types whereby not less than 30% (thirty per cent) of the Dow Street Dwellings within the Development are provided as Affordable Housing of which 70% are provided as Affordable Rented Housing and 30% are provided as Shared Ownership Housing as follows

Affordable Rent

- 7 two bedroom four person houses
- 4 three bedroom five person houses
- 2 four bedroom six person houses

Shared Ownership

- 4 two bedroom four person houses
- 1 three bedroom five person house

or such other dwelling and tenure mix as may be agreed between the First Owner and the Third Owner and the District Council from time to time

"Affordable Housing Land "

means that part or parts of the Application Site or any building or any buildings on the Application Site upon or within which there will be provided Affordable Housing Dwellings together with full rights of access to each area of Affordable Housing Land from the Application Site and the provision of all necessary Infrastructure and connections thereto and the necessary installations thereof for the dwellings to be constructed on the Affordable Housing Land

"Affordable Housing Standards"

the design criteria with which the Affordable Housing Dwellings shall comply namely:

- shall be constructed to Homes and Communities Agency Design and Quality Standards ("D&QS") or other at least equivalent standards in operation at the time the Development is Implemented;
- shall be designed to the same external design as the Market Dwellings so as to be indistinguishable from the Market Dwellings;
- shall be distributed throughout the Application Site in at least two clusters consisting of no more than 12 Affordable Housing Dwellings in any one cluster unless otherwise agreed by the District Council; and
- 50% of which shall be constructed to Lifetime Homes Standards.

"Affordable Rented Housing"

means rented housing provided by a Registered Provider to households who are eligible for social housing and which is not subject to the national rent regime but in line

"Allocate"	with the District Council's tenancy strategy, the rents being no more than 80% of gross market rent the calculation of which shall adhere to Homes and Communities Agency guidance means any procedure whereby there are conferred or transferred rights of residential occupation in respect of a Dwelling which could for the avoidance of doubt include the first occasion on which a Dwelling is occupied and any subsequent changes in the occupier and 'allocating' 'allocated' and 'allocations' should be construed accordingly
"Allocations Scheme"	means the District Council's allocation policy from time to time which determines the District Council's priorities and procedures when allocating accommodation in accordance with the requirements of Section 166A of the Housing Act 1996 (and any amendment, re-enactment or successor provision)
"Chargee"	means any mortgagee or chargee of the Registered Provider of the Affordable Housing Land or any part of it and includes any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
"Eligible Occupiers"	households whose needs are not met by the open market and who are eligible for inclusion on the District Council's housing register in accordance with the District Council's Allocations Scheme
"HCA"	the Homes and Communities Agency constituted pursuant to the Housing and Regeneration Act 2008 and any successor or

successors for the time being and any similar future authority carrying on substantially the same grant and regulatory making functions

“Help to Buy Agent”

means that organisation which is appointed by the Homes and Communities Agency or other such successor body to assess eligibility for and market low cost home ownership products

“Infrastructure”

means in relation to the Affordable Housing Land:

roads and footpaths to serve the Affordable Housing Land;

temporary services for contractors and a haul road for the use of contractors;

adequate inverts for the foul and surface water drains sufficient to serve the drainage;

requirements of the Affordable Housing Land pipes sewers and channels sufficient to serve the Affordable Housing Land;

spur connections to agreed inverts (to be available at a time or times to be agreed with the Registered Provider) from foul and surface water drain run serving the Development up to the boundaries of the Affordable Housing Land such spur connections to be to a specification agreed with the Registered Provider;

and the following services:

a standard fire hydrant supply and fire hydrants in the public highway in positions to be agreed with the Registered Provider;

a water supply connection from the mains (size and termination position to be agreed with the Registered Provider);

an electricity supply (size and termination position to be agreed with the Registered

Provider);
a gas supply (size and termination position to be agreed with the Registered Provider) (should it be required for the Affordable Housing Dwellings);
a telephone spur (terminating in a junction box at a location agreed with the Registered Provider);
if digital communication systems (for example cable television or fibre optic broadband) are provided on the Development to provide a connection to the Affordable Housing Land (final locations to be agreed with the Registered Provider);
landscaping on the Affordable Housing Land in accordance with a scheme first approved in writing by the District Council

"Lifetime Homes Standard"

means those standards as prescribed in the Lifetime Homes Design Guidance produced by Habinteg Housing Association attached at Appendix 2 or any equivalent replacement standard

"Local Lettings Plan"

means a plan substantially in the form of the draft annexed hereto at Appendix 3 or as otherwise agreed in writing with the District Council relating to the provision of the Affordable Housing Dwellings pursuant to paragraph 6.1

"Market Dwellings"

means that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing

"Mortgage Land"

means the Affordable Housing Site or any part of it which is mortgaged or charged to the

Chargee

"Nominations Agreement"

means an agreement substantially in the form of the draft set out at Appendix 5 or as otherwise agreed in writing with the District Council which shall be entered into between the District Council and the Registered Provider, both parties acting reasonably, in relation to the Affordable Housing Dwellings on the Application Site and which shall guide in conjunction with the Allocations Scheme those persons eligible to be nominated to the Affordable Housing Dwellings

"Registered Provider"

means a private provider of social housing which is accredited by the Homes and Communities Agency or any similar future authority carrying on substantially the same regulatory or supervisory functions pursuant to section 111 of the Housing and Regeneration Act 2008 as capable of owning and/or managing the Affordable Housing Dwellings

"Shared Ownership Housing"

means housing offered through a Registered Provider under the terms of a lease which accords with the HCA Shared Ownership Model Lease by which a lessee may acquire an initial share or shares of between 25% - 75% of the equity in an Affordable Housing Dwelling from the Registered Provider who retains the remainder and may charge a rent of up to 2.75% on the unsold equity

2. Housing Covenants

- 2.1 The First Owner and the Third Owner covenant with the District Council that they:
- 2.1.1 will not cause or permit the Development to be Implemented before:
 - 2.1.1.1 the location of the Affordable Housing Land has been agreed and
 - 2.1.1.2 the details of which of the Affordable Housing Dwellings will meet Lifetime Homes Standards have been agreed.
 - 2.1.2 will provide the Affordable Housing Dwellings in line with the Affordable Housing Indicative Dwelling and Tenure Mix or such other mix as may be agreed in writing between the First Owner, the Third Owner and the District Council.
 - 2.1.3 will not Occupy or cause or permit the Occupation of more than thirty per cent (30%) of the Market Dwellings until there has been provided to the District Council's reasonable satisfaction the Infrastructure to serve each parcel of the Affordable Housing Land and the Affordable Housing Dwellings at no cost to or other contribution by the Registered Provider
 - 2.1.4 will Construct or procure the Construction of the Affordable Housing Dwellings and make the same ready for Occupation in accordance with the Affordable Housing Standards to the reasonable satisfaction of the District Council as part of the Development upon the Application Site prior to the Occupation of fifty per cent (50%) of the Market Dwellings
 - 2.1.5 will not cause or permit the Occupation of more than seventy per cent (70%) of the Market Dwellings until the Affordable Housing Dwellings have been Constructed and made ready for Occupation and the Affordable Housing Land together with the Affordable Housing Dwellings constructed thereon have been transferred to a Registered Provider together with all rights for Infrastructure and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Dwellings constructed thereon, subject to similar rights reserved for the remainder of the Application Site, and with a good and marketable freehold title free from incumbrances and with vacant possession and capable of being fully serviced and properly connected to the public highway
 - 2.1.6 will not use or cause or permit the use of the Affordable Housing Land for any other purpose than for the provision of Affordable Housing in accordance with this Deed
 - 2.1.7 will not without the consent in writing of the District Council transfer the freehold interest or the long leasehold interest in the Affordable Housing Land or any

part thereof or the Affordable Housing Dwellings erected thereon except to a Registered Provider provided that consent shall not be required for any mortgage or charge of the freehold interest and provided that this shall not apply to the tenancies being granted to any of the occupiers of individual Affordable Housing Dwellings.

3. For the avoidance of doubt paragraphs 2.1.6 and 2.1.7 are binding on a Chargee PROVIDED THAT paragraphs 2.1.6 and 2.1.7 will not be binding on a bona fide purchaser for value from the Chargee exercising its power of sale (other than a purchaser which is a Registered Provider) or the successors in title of such purchaser provided that the provisions of paragraph 4 below have been complied with.
4. It is hereby agreed and declared that the proviso contained in paragraph 3 will only apply where the Chargee exercising its power of sale:-
 - 4.1 has first served written notice on the District Council of its intention to exercise its power of sale or other power or right conferred upon it, its mortgage, charge or other security; and
 - 4.2 has made every reasonable effort to the reasonable satisfaction of the District Council as certified in writing by the District Council's Head of Development Management or such other officer as the District Council may designate for such purpose (such certification not to be unreasonably withheld or delayed) over a period of 3 months from receipt of notification pursuant to paragraph 4.1 above to dispose of the Mortgage Land subject to any leases and tenancies then subsisting and to the terms of this Deed to a Registered Provider or the District Council PROVIDED ALWAYS that nothing herein shall require the Chargee to dispose of the Mortgage Land at a price which is less than the lesser of the open market value of the Mortgage Land subject to the restrictions contained within this Deed or all sums due under the terms of the Chargee's mortgage or charge together with costs and interest AND FURTHER PROVIDED THAT in any event if upon the expiry of 3 months from the date of receipt by the District Council of the notice in paragraph 4.1 above and provided the steps in this paragraph have been completed and no transfer of the Mortgage Land to either the District Council or a Registered Provider has completed within the said period of 3 months then upon expiry of the said 3 months the Chargee shall be able to sell the Mortgage Land free from the

restrictions in paragraph 2.1.5 with the effect that they shall cease to bind the Mortgage Land.

5. The provisions of paragraph 2.1.6 and 2.1.7 will not be binding on any purchaser (or on any seller to any purchaser) pursuant to the exercise of a statutory or voluntary right to buy, preserved right to buy or right to acquire, or any tenant of Shared Ownership Housing who has staircased up to 100% or any successor in title thereto.

6. The First Owner and the Third Owner will not Allocate or cause or permit to be Allocated any of the Affordable Housing Dwellings other than as follows:
 - 6.1 the Affordable Housing Dwellings shall be provided and offered for occupation to Eligible Occupiers in accordance with the Local Lettings Plan and Nominations Agreement;

 - 6.2 the Shared Ownership Housing shall be marketed through the Help to Buy Agent or such other appointed body for the region and only those deemed eligible under the Help to Buy Agent's criteria shall be considered for the Intermediate Affordable Housing; or

 - 6.3 as agreed by the District Council.

7. For the avoidance of doubt, if the Affordable Housing Dwellings are vested or transferred to another Registered Provider pursuant to a proposal made by the Homes and Communities Agency pursuant to Section 44 of the Housing Act 1996 (or any statutory provision amending or replacing the same) then the provisions of this Deed shall continue in respect of such other Registered Provider.

THIRD SCHEDULE

COVENANTS WITH THE DISTRICT COUNCIL

Public Open Space and LAP

1. **Definitions**

In this Schedule the following expressions shall have the following meanings

- | | |
|---------------------------------------|---|
| "Certificate of "Final Completion" | means a certificate issued by the District Council to the effect that the LAP or an area of Public Open Space is finally complete and all defects which have become manifest since the issue of a Certificate of Practical Completion and all outstanding works identified in the Certificate of Practical Completion having been made good and completed |
| "Certificate of Practical Completion" | means a certificate issued by the District Council to the effect that the LAP or an area of Public Open Space is practically complete save for such minor outstanding works as the District Council may agree |
| "LAP" | means a Local Area for Play designed to the specification set out in and equipped in accordance with the District Council's Draft Supplementary Planning Document entitled "Planning Obligations" dated July 2011 |
| "Management Company" | means a body established by the First Owner and/or the Third Owner to carry out the long term management and maintenance of the LAP and the Public Open Space and which shall have the following objectives: <ol style="list-style-type: none">1 taking a transfer of the LAP and the Public Open Space in accordance with the provisions of this Deed2 setting the level of any charges for funding the running of the body and |

collecting such charges

- 3 ensuring that the level of any charges levied against the Affordable Housing Dwellings (as define in the Second Schedule) shall not materially affect the ability of these units to remain as Affordable Housing
- 4 managing and maintaining the LAP and the Public Open Space
- 5 ensuring that the LAP and the Public Open Space are retained for the purposes set out in this Deed

“Management Scheme”

means a scheme for:

- maintaining repairing replacing decorating and where reasonably necessary renewing any of the facilities to be transferred to the Management Company for the general benefit of the owners and occupiers of the Application Site;
- cleaning lighting and heating the facilities to be transferred to the Management Company;
- paying and discharging all taxes charges impositions and other outgoings relating to the facilities to be transferred to the Management Company;
- maintaining such insurances as shall be appropriate in respect of the use of any of the facilities to be transferred to the Management Company and against damage by those comprehensive risks as are reasonable to insure against in the circumstances then prevailing;
- promoting the use of the facilities transferred to the Management Company by the owners and occupiers of the Application Site;
- promoting and adopting measures to involve the residents and occupiers of

the Application Site in the long term stewardship of the facilities transferred to the Management Company

- maintaining the relevant facilities as a safe and attractive environment; and

such additional services as the Management Company may from time to time reasonably and properly require in accordance with principles of good estate management.

“Public Open Space”

means areas of public amenity and open space on the Development, the exact location of which will be determined as part of a Dow Street Qualifying Application

2. The First Owner and the Third Owner covenant with the District Council:
 - 2.1 to ensure that each Dow Street Qualifying Application identifies any Public Open Space or LAP to be provided within the area of the Application Site covered by that application
 - 2.2 not to implement the Planning Permission until a detailed scheme for the provision of the LAP (including details of the equipment to be provided and its layout) has been submitted to and approved in writing by the District Council
 - 2.3 to carry out the laying out and landscaping of the Public Open Space and the LAP in accordance with the conditions attached to the Planning Permission or any permission issued pursuant to a Dow Street Qualifying Application and to the reasonable satisfaction of the District Council
 - 2.4 to lay out the LAP prior to the Occupation or refurbishment of more than 50% of the Dow Street Dwellings unless otherwise agreed in writing with the District Council and not without the prior written consent of the District Council to cause or permit more than 50% of the Dow Street Dwellings to be Occupied until the LAP has been provided
 - 2.5 prior to the issue of the Certificate of Practical Completion to notify the District Council of any services laid through or beneath each area of the Public Open Space by submitting a plan showing the position and depth of the services provided that the First Owner and/or the Third Owner shall not lay services in a position which will pose a risk to health and safety

- 2.6 not to lay any new services through or beneath the LAP without the written consent of the District Council
- 2.7 Not without the prior written consent of the District Council to cause or permit the Occupation of any Dow Street Dwelling within 30 metres of the LAP or of any area of Public Open Space to be occupied until the Certificate of Practical Completion has been issued in respect of the LAP or that area of Public Open Space
- 2.8 Upon the completion of the laying out of the LAP and each area of Public Open Space to seek the approval of the District Council for the provision of the LAP and each area of Public Open Space in accordance with paragraph 2.10 below
- 2.9 Not to transfer the Public Open Space and the LAP in question to a Management Company approved by the District Council until the provisions of paragraph 2.11 below have been complied with.
- 2.10 Prior to any transfer of the Public Open Space or LAP to a Management Company to submit and secure the approval of the District Council for:
- 2.10.1 details of the Management Company; and
 - 2.10.2 details of the Management Scheme for the relevant area of Public Open Space or LAP which shall comply with the maintenance specifications set out in Appendix 4
 - 2.10.3 a method statement of how the funding will be provided to the Management Company to cover maintenance costs in perpetuity
 - 2.10.4 a method statement of how capital funding for replacement items/unforeseen costs will be generated
- 2.11 If the First Owner and/or the Third Owner have been unable to agree with the District Council the details submitted pursuant to paragraph 2.10 above within 3 months of the date of submission then the issue may be referred for determination by a single expert in accordance with clause 39.
- 2.12 Any transfer pursuant of the Public Open Space or LAP shall be subject to the following covenants:
- 2.12.1 each area of Public Open Space and LAP shall at all times following the issue of the relevant Certificate of Final Completion be retained as such;
 - 2.12.2 the Public Open Space and LAP shall be maintained to the reasonable satisfaction of the District Council in accordance with the approved Management Scheme
 - 2.12.3 any subsequent transferee of the Public Open Space or LAP shall be required to enter into the covenants at 2.12.1 and 2.12.2 above

FOURTH SCHEDULE

COVENANTS WITH THE DISTRICT COUNCIL Refuse Bin Contribution

1. Definitions

"Index Linked"	means adjusted according to the fluctuations between the date of this Deed and the quarter period in which payment is due to the District Council in the BCIS All in One Tender Price Index published by the Royal Institution of Chartered Surveyors or any successor organisation
"Refuse Bin Contribution"	means the sum of Four Thousand and Fifty Pounds (£4,050) Index Linked for the provision of refuse and recycling containers at the Development

2. Refuse Bin Contribution

The First Owner and the Third Owner covenant with the District Council upon Implementation to pay to the District Council the Refuse Bin Contribution AND not to Implement the Development or cause or permit the Development to be Implemented until the Refuse Bin Contribution has been paid to the District Council

FIFTH SCHEDULE

COVENANTS WITH THE COUNTY COUNCIL

Part 1

1. Definitions

“Adult Learning Contribution” means the part of the General Infrastructure Contribution as so designated in and to be calculated in accordance with the Matrix for the purposes of improving and providing a more sustainable adult learning facility in Bicester

“Approval (Reserved Matters)” means the approval of reserved matters (or where applicable of another Dow Street Qualifying Application) which first establishes the Composition of the Development

“Approval (Variation)” means any approval (further to an application for approval of reserved matters or approval of a non-material change to a Dow Street Qualifying Permission or otherwise) which alters the Composition of the Development as established further to the Approval (Reserved Matters) or as applicable preceding Approval (Variation)

“Bedroom” means a room in a Dow Street Dwelling designed as a bedroom or study/ bedroom and

- 1 Bedroomed Unit means a Dow Street Dwelling with 1 Bedroom
- 2 Bedroomed Unit means a Dow Street Dwelling with 2 Bedrooms
- 3 Bedroomed Unit means a Dow Street Dwelling with 3 Bedrooms

- 4 Bedroomed Unit means a Dow Street Dwelling with 4 or more Bedrooms

“Composition of the Development” means the aggregate number of Dow Street Dwellings comprised in the Development and the number of each Dow Street Dwelling type classified by reference to the number of Bedrooms in the Dow Street Dwellings

“County Museum Resource Centre Contribution” means the part of the General Infrastructure Contribution as so designated in and to be calculated in accordance with the Matrix for the purpose of providing an extended facility for the County Council's central museum resource centre including providing additional storage space and increased public access to the museum resource centre

“General Infrastructure Contribution” means the Library Contribution, the Strategic Waste Management Contribution, the County Museum Resource Centre Contribution, the Social and Healthcare Contribution and the Adult Learning Contribution together and all as calculated by applying the Composition of the Development as identified in the Notification (Initial) to the Matrix. The General Infrastructure Contribution shall be Index Linked

“Index Linked” means

- In relation to the General Infrastructure Contribution and as applicable any Revised General Infrastructure Contribution adjusted according to any increase occurring between 1st Quarter 2012 and the quarter period in which the relevant payment is paid (by reference to the index value for that quarter) in the BCIS PUBSEC (Price Index of Public Sector Building Non Housing) within the BCIS Public Sector Price and Cost Indices and made available through the Building Cost

Information Service (BCIS) of the Royal Institution of Chartered Surveyors or if at any time or for any reason it becomes impracticable to use this Index such alternative Index as may be agreed between the Owner and the County Council

- in relation to the School Transport Contribution adjusted according to any increase occurring between May 2014 and the date of payment of that contribution in the All Items Retail Prices Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics
- in relation to the Transport Contribution adjusted according to any increase occurring between May 2014 and the date when the relevant payment is made in a composite index comprised of the following indices of the BCIS Price Adjustment Formulae (Civil Engineering) 1990 Series as made available through the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors weighted in the proportions below set out against each such index namely:-

Index 1 Labour & Supervision	25%
Index 2 Plan & Road Vehicles	25%
Index 3 Aggregates	30%
Index 9 Coated Macadam & Bituminous Products	20%

or if at any time for any reasons it becomes impracticable to compile the said composite index then an index compiled in such other manner as may be agreed in writing by the First Owner, the

Third Owner and the County Council

“Library Contribution” means the part of the General Infrastructure Contribution as so designated in and to be calculated in accordance with the Matrix for the purposes of replacing and/or extending library facilities serving the Site including increasing the core book stock

“Matrix” means the formula:

$$£(A \times W) + (B \times X) + (C \times Y) + (D \times Z)$$

When

A means the number of 1 Bedroomed Units

B means the number of 2 Bedroomed Units

C means the number of 3 Bedroomed Units

D means the number of 4 Bedroomed Units

W, X, Y and, Z are as set out in Part 2 of this Schedule

“Notification (Initial)” means written notification of the Approval (Reserved Matters) containing a copy of that approval and details of the Composition of the Development established by that approval

“Notification (Variation)” means written notification of an Approval (Variation) containing a copy of that approval and details of the Composition of the Development established applying that approval

“Revised General Infrastructure Contribution” means the sum calculated by applying the Composition of the Development as identified in a Notification (Variation) to the Matrix where this is higher than the General Infrastructure Contribution or in the event that there is more than one Approval (Variation) the Revised General Infrastructure Contribution means the sum calculated by applying the Composition of the Development established further to the later Approval (Variation) to the Matrix if that sum is higher. The Revised General

Infrastructure Contribution shall be Index Linked.

“School Transport Contribution” means the sum of £15,000 Index Linked

“Social and Healthcare Contribution” means the part of the General Infrastructure Contribution as so designated in and to be calculated in accordance with the Matrix for the purposes of expanding and improving day care facilities within Oxfordshire

“Strategic Waste Management Contribution” means the part of the General Infrastructure Contribution as so designated in and to be calculated in accordance with the Matrix for the purposes of enhancing household waste and recycling centres in Oxfordshire

“Transport Contribution” means the sum of £81,960 Index Linked

2. **Notifications of Information**

The First Owner and the Third Owner covenant with the County Council:

- 2.1. To give to the County Council the Notification (Initial) within 14 days of the issue of the Approval (Reserved Matters)
- 2.2. Not to cause or permit the Implementation of the Development until the Notification (Initial) has been given to the County Council
- 2.3. To give to the County Council a Notification (Variation) within 14 days of the issue of each Approval (Variation)
- 2.4. Where a Notification (Variation) has been given (or is required to be given further to paragraph 2.3) and the relevant Approval (Variation) results in the establishment of a Revised General Infrastructure Contribution then
 - 2.4.1 the Revised General Infrastructure Contribution shall be paid in place of the General Infrastructure Contribution if the Approval

(Variation) is issued prior to the Occupation of the 10th Dow Street Dwelling

2.4.2 if the Approval (Variation) is issued subsequent to the Occupation of the 10th Dow Street Dwelling the difference between the General Infrastructure Contribution and the Revised General Infrastructure Contribution (in both instances disregarding index linking) shall be calculated and that difference shall be paid as provided in paragraph 3.4

3. Payments

The First Owner and the Third Owner covenant with County Council:

- 3.1. not to cause or permit the Development to be Implemented until they have paid to the County Council the School Transport Contribution and to pay to the County Council the School Transport Contribution prior to the Implementation of the Development.
- 3.2. not to cause or permit the Occupation of any Dow Street Dwelling prior to the payment to the County Council of the Transport Contribution and to pay the Transport Contribution to the Council on or before the Occupation of the 1st Dow Street Dwelling
- 3.3. not to cause or permit the Occupation of more than 10 Dow Street Dwellings until they have paid the General Infrastructure Contribution (or as applicable the Revised General Infrastructure Contribution) to the County Council and to pay to the County Council the General Infrastructure Contribution (or as applicable the Revised General Infrastructure Contribution) on or before the Occupation of the 10th Dow Street Dwelling
- 3.4. in the event that the Approval (Variation) is issued subsequent to the Occupation of the 10th Dow Street Dwelling to pay to the County Council

the sum calculated further to paragraph 2.4.2 Index Linked within 14 days of the issue of the Approval (Variation).

PART 2

	1 Bed	2 Bed	3 Bed	4+ Bed
Libraries (Library Contribution)	£108.53	£156.86	£244.19	£335.76
Waste (Strategic Waste Management Contribution)	£81.71	£118.10	£183.86	£252.80
MRC (County Museum Resource Centre Contribution)	£6.38	£9.23	£14.36	£19.75
S&CS (Social and Health Care Contribution)	£163.64	£185.45	£240.00	£218.18
Adult Learning (Adult Learning Contribution)	£19.51	£24.15	£30.23	£38.71
Totals (General Infrastructure Contribution)	£379.77	£493.79	£712.64	£865.20
	W	X	Y	Z

**SIXTH SCHEDULE
DISTRICT COUNCIL'S COVENANTS**

Use of Contributions

1. The District Council covenants with the First Owner and the Third Owner to use all sums received under the terms of the Fourth Schedule of this Deed for the purposes specified in this Deed for which they are to be paid.
2. The District Council shall provide to the First Owner and the Third Owner such evidence as they shall reasonably require in order to confirm the expenditure of the sums paid under the terms of the Fourth Schedule of this Deed upon a written request by the First Owner or the Third Owner such request not to be made more than once in any year.

Discharge of Obligations

3. At the written request of the First Owner or the Third Owner, the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

SEVENTH SCHEDULE

COUNTY COUNCIL'S COVENANTS

1. The County Council covenants with the First Owner and the Third Owner not to use
 - 1.1 The General Infrastructure Contribution other than for the purposes specified in this Deed
 - 1.2 The School Transport Contribution other than towards the cost of providing transport from the Development to schools serving the Development
 - 1.3 The Transport Contribution other than for the provision and/or improvement of highway infrastructure and/or sustainable travel services and/or sustainable travel infrastructure in the vicinity of the Application Site

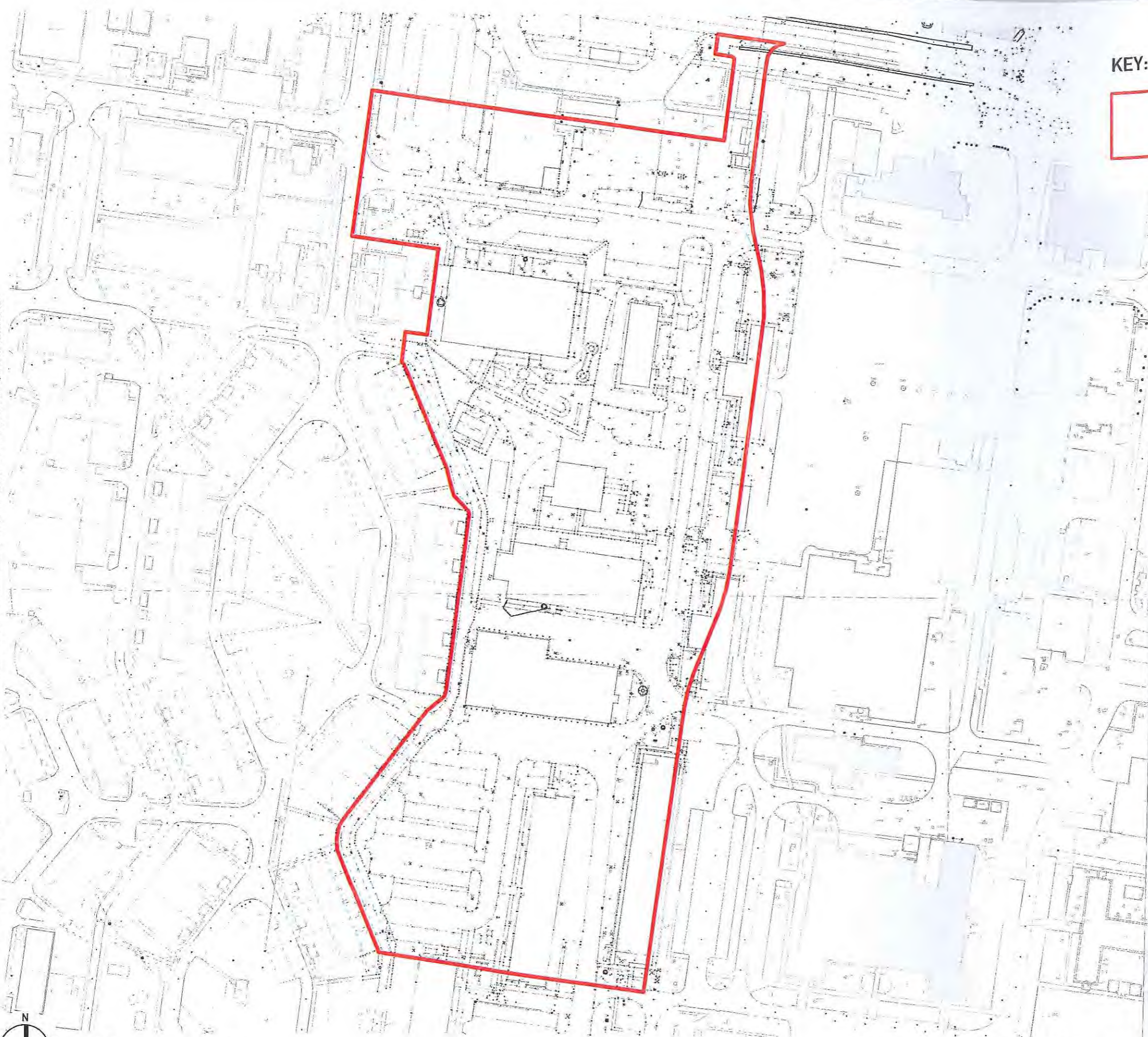
2. Following written request from the person who made the relevant payment, the County Council will repay to that person or as he may direct the balance (if any) of any contribution which has not been expended at the date of such written request together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law provided always that no such request will be made prior to the expiry of ten years from the date of payment of the final instalment of the relevant contribution or if later ten years from expiry of the due date for payment of the final instalment of the relevant contribution. 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. The County Council shall provide to the First Owner and the Third Owner such evidence as they shall reasonably require in order to confirm the expenditure of any contribution upon receipt of a written request by the First Owner or the Third Owner such request not to be made more than once in any year.

APPENDIX 1

Plan

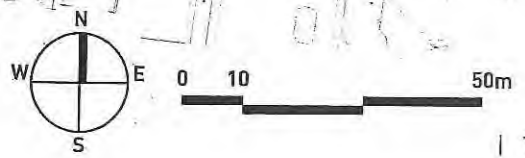
Drawings prepared for planning application purposes and can be scaled (drawings are not to be used for construction or sales documents). Please refer to (client) for development design risk assessment documents. Pegasus Urban Design is part of Pegasus Planning Group Ltd. Any queries to be reported to Pegasus for clarification.



KEY:



SITE PLAN (2.81HA)



Planning Section/Designated Officer
[Handwritten Signature]

HEYFORD PARK - SITE LOCATION PLAN

