

DATED

3rd October

2016

CHERWELL DISTRICT COUNCIL

-and-

OXFORDSHIRE COUNTY COUNCIL

-and-

ROWLAND PHILLIP BRATT

PLANNING OBLIGATION BY DEED OF AGREEMENT

under Section 106 of the Town and Country Planning Act 1990

relating to Land at Cotefield Farm, Oxford Road,
Bodicote, Banbury, Oxfordshire

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

Cherwell

DISTRICT COUNCIL
NORTH OXFORDSHIRE

14/02156/OUT

DATE

3rd October

2016

PARTIES

- (1) **CHERWELL DISTRICT COUNCIL** of Bodicote House, Bodicote, Banbury, Oxfordshire OX15 4AA ("the District Council")
- (2) **OXFORDSHIRE COUNTY COUNCIL** whose principal office is at County Hall, New Road, Oxford OX1 1ND ("the County Council")
- (3) **ROWLAND PHILLIP BRATT** of Cotefield Farm, Oxford Road, Bodicote, Banbury, Oxfordshire OX15 4AQ ("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 traffic authority, the county planning authority and the education authority for the area in which the Site is situated.
3. The Owner is the freehold owner of the Site registered at the land registry under title number ON269951 free from encumbrances as the Owner hereby warrants.
4. The Owner's agent has submitted the Application 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.

NOW THIS DEED WITNESSES AS FOLLOWS

OPERATIVE PART

1. DEFINITIONS

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 dated 23 December 2014 submitted by the Owner's agent to the District Council for the Development and allocated reference number 14/02156/OUT;
- "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 up to 95 dwellings as set out in the Application;
- "Dwelling" a building (including a house flat or maisonette) constructed or proposed to be constructed on the Site pursuant to the Planning Permission or a Qualifying Permission or part of such building designed for residential occupation by a single household and including Affordable Housing (as defined in the Second Schedule);
- "Implementation" the carrying out of any material operation (as defined in Section 56(4) of the Act) pursuant to the Planning Permission or a Qualifying Permission 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, provision of site access and temporary internal roads, 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 lending rate of Lloyds Bank plc from time to time;

"Occupation" and "Occupied" occupation for the purposes permitted by the Planning Permission or a Qualifying 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 "Occupy" and "Occupied" shall be construed accordingly;

"Plan" the plan attached to this Deed;

"Planning Permission" the outline planning permission subject to conditions to be granted by the District Council pursuant to the Application as may from time to time be amended by the approval of a non-material amendment pursuant to Section 96A of the Act;

"Qualifying Application" an application for reserved matters approval pursuant to the Planning Permission or any application under Section 73 of the Act for the Development;

"Qualifying Permission" a reserved matters approval or planning permission issued pursuant to a Qualifying Application as may from time to time be amended by the approval of a non-material amendment

pursuant to Section 96A of the Act;

"the Site"

the land against which this Deed may be enforced as shown edged red on the Plan and as set out in the First Schedule;

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/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.
- 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 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 the County Council the successors to their respective statutory functions and any

duly appointed employee or agent of the District Council and the County Council or such successor.

3. LEGAL BASIS

3.1 This Deed (which the County Council is satisfied will be of benefit to the public) is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011, Section 278 of the Highways Act 1980 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 and are enforceable by the District Council and the County Council as planning authorities against the Owner

4. CONDITIONALITY

4.1 This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) Implementation

save for the provisions of Clauses 8.1 (legal and monitoring costs), 10 (no fetter), 11 (Change in Ownership), 14 (Jurisdiction) and 15 (Delivery) which shall come into effect immediately upon completion of this Deed.

5. OWNER'S COVENANTS

5.1 The Owner covenants with the District Council as set out in the Second Schedule.

5.2 The Owner covenants with the County Council as set out in the Third Schedule.

6. DISTRICT COUNCIL'S COVENANTS

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

7. COUNTY COUNCIL'S COVENANTS

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

8. MISCELLANEOUS

8.1 The Owner will:

8.1.1 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;

8.1.2 on completion of this Deed pay to the County Council the sum of five thousand three hundred pounds (£5,300) as a contribution towards the cost of monitoring and administration of this Deed;

8.1.3 reimburse the District Council in respect of its reasonable legal costs where land is transferred to the District Council pursuant to this Deed; and

8.1.4 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 should the need for enforcement arise in the reasonable opinion of the District Council or the County Council.

8.2 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).

8.3 This Deed shall be registrable as a local land charge by the District Council.

8.4 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.

8.5 Any notice required to be given under this Deed shall be in writing and 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, or as specified by notice in writing to the other parties and shall be deemed to be delivered the second working day after posting and any notice or notification to be given under this Deed to the County

Council shall be sent to the Director for Environment & Economy of the County Council (Reference 14/02156/OUT) or to such other person at such other address as the County Council shall direct from time to time .

- 8.6 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.
- 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 (or a Qualifying 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 Implementation PROVIDED ALWAYS that the Planning Permission (or a Qualifying Permission) has not been Implemented.
- 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 but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.10 This Deed shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission or a Qualifying Permission nor against those deriving title from them PROVIDED ALWAYS THAT Dwellings shall be bound by any provisions placing a restriction on the Occupation of Dwellings contained within this Deed.
- 8.11 This Deed shall not be enforceable against any public utility company or statutory undertaker having an interest in the Site for the sole purpose of providing utility services to the Site.
- 8.12 Nothing 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 or a Qualifying Permission granted (whether or not on appeal) after the date of this Deed

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

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

11.1.1 to give the District Council and the County Council written notice within ten working days of any change in ownership of any of interest in the 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 Site or unit of occupation purchased by reference to a plan PROVIDED THAT this obligation does not apply to:

11.1.1.1. the sale of individual Dwellings on the Development; or

11.1.1.2. any disposal of any part or parts of the Site for servicing or utility requirements or to a statutory body or service supply company of an electricity substation gas governor pumping station water pumping station or other statutory service which have been constructed or installed in or on the Site

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

11.1.2.1. Implementation

11.1.2.2. the Occupation of the first Dwelling

11.1.2.3. the Occupation of the twenty ninth Dwelling

11.1.3 to notify the District Council and the County Council within fourteen days of each of the usual quarter days (25 March, 24 June, 29 September and 25 December) of the number of Dwellings on the Development which have been Occupied on that quarter day and their addresses/plot numbers together with a plan showing plot numbers.

12 INTEREST

12.1 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.

13 VAT

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

14 JURISDICTION

14.1 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.

15 DELIVERY

15.1 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

16 DATA PROTECTION

16.1 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:

16.1.1 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; or

16.1.2 any person when so required in order to comply with statutory requirements including the Freedom of Information Act 2000

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

FIRST SCHEDULE

THE SITE

Land at Cotefield Farm, Oxford Road, Bodicote, Banbury, Oxfordshire shown edged red on the Plan and registered at the Land Registry under Title Number ON269951

SECOND SCHEDULE

COVENANTS WITH THE DISTRICT COUNCIL

Part 1 – Open space, play area and community hall contribution

Definitions

In this part of this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):

"Balancing Pond"	a balancing pond or ponds that may be provided within the Public Open Space on the Development as identified within any Qualifying Application;
"Community Hall Contribution"	the sum of Twenty One Thousand Nine Hundred and Ninety Eight Pounds and Thirty Two Pence (£21,998.32) Index Linked towards the planned extension and upgrade of Bodicote Village Hall;
"Final Completion Certificate"	a certificate issued or deemed to be issued in accordance with paragraph 2.6 of this Schedule;
"Guide"	the District Council's Planning Obligations SPD July 2011;
"Hedges"	new hedgerow that may be planted within the Public Open Space on the Development as identified within any Qualifying Application;
"Index Linked"	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;
"Play Area"	a combined local area of play, which is equipped

and a locally equipped area of play with a play area of not less than 500m² within a landscaped buffer zone of not less than 3500m² to be provided as part of the Development;

"Play Area Commuted Sum"

the sum of One Hundred and Twenty Two Thousand Eight Hundred and Eighty Nine Pounds and Ten Pence (£122,889.10) Index Linked for the future maintenance and management of the Play Area;

"Practical Completion Certificate"

a certificate issued or deemed to be issued in accordance with paragraph 2.5 of this Schedule;

"Public Open Space"

areas of public open space to be provided on the Development as identified within any Qualifying Application, which may include Balancing Pond(s) and Hedges;

"Public Open Space Commuted Sum"

a payment for the future maintenance and management of the Public Open Space calculated as follows:

- Fourteen Pounds and Ninety One Pence per square metre (£14.91/m²) of Balancing Pond Index Linked;
- Thirty Five Pounds and Seventy Eight Pence per linear metre (£35.78/lin m) of Hedges Index Linked;
- and the remaining areas of Public Open Space at Twenty Five Pounds and Seven Pence per square metre (£25.07/sqm) of Public Open Space Index Linked (excluding the area covered by the Play Area);

"Surveyor"

the District Council's Street Scene and Landscape Services Manager or such other person or persons as shall be notified in writing by the District Council to the Owner;

Community Hall Contribution

1. The Owner covenants with the District Council that they will not Implement the Development or cause or permit the Development to be Implemented until the Community Hall Contribution has been paid to the District Council.

Local Area of Play

2. The Owner covenants with the District Council that they:
 - 2.1 will upon the terms of paragraphs 2.2 to 2.11 below provide the Play Area as part of the Development in accordance with the Guide and will not at any time use the Play Area or cause or permit the Play Area to be used for any purpose other than as a children's play area (and the words "any other purpose" shall include using the subsoil of the Play Area for the laying of services unless so agreed by the District Council or by conditions pursuant to the Planning Permission or a Qualifying Permission or otherwise and using the Play Area or the sites thereof for the storage of materials, the parking of cars and/or any other vehicles or as a site compound or for any other purpose detrimental to the structure of the soil or existing vegetation);
 - 2.2 will not Implement the Development until there has been submitted in writing to and agreed with the District Council a scheme (the 'Play Area Scheme') for the laying out landscaping and equipping of the Play Area in accordance with the Guide and which scheme shall include (1) a phasing programme (2) details of the location of the Play Area (3) a timetable for carrying out the works and the planting comprised in the said laying out landscaping and equipping of the Play Area (4) provision to ensure that the Play Area is suitable for disabled users and (5) detailed provision for the maintenance of the Play Area for a period of twelve months following its completion, such maintenance to include regular inspection;
 - 2.3 will during the first planting season (or such other time as is appropriate to secure the provision of the Play Area at the same time as the Dwellings on the Development and as is agreed by the District Council) following the commencement of Construction of any Dwelling on the Development carry out and complete the laying out landscaping and equipping of the Play Area in accordance with the Play Area Scheme and the Guide and to the reasonable satisfaction of the District Council;
 - 2.4 will not cause or permit to be Occupied any Dwelling within 30 metres of the Play Area until the Practical Completion Certificate has been issued for the Play Area;

2.5 will on completion of the Play Area, secure the approval of the District Council as follows:

2.5.1 the Owner shall invite the District Council in writing to inspect the Play Area with a view to issuing a Practical Completion Certificate;

2.5.2 the District Council shall inspect the Play Area within 14 days of receipt of the invitation in paragraph 2.5.1 above and shall within 14 days of such inspection EITHER issue a Practical Completion Certificate OR issue a notice ('Defects Notice') which states the Play Area has not been provided to the District Council's reasonable satisfaction and set out details of the work required to reach that standard;

2.5.3 if the Owner receive a Defects Notice in respect of the Play Area, they shall use reasonable endeavours to complete the works specified in the Defects Notice as soon as reasonably practicable and in any event no longer than 8 weeks from receipt of a Defects Notice (or such longer period as may be agreed by the District Council) and then invite the District Council to re-inspect the Play Area;

2.5.4 the procedure set out in paragraphs 2.5.1 to 2.5.3 above shall be repeated in respect of the Play Area until such time as the District Council EITHER:

2.5.4.1 issues a Practical Completion Certificate; OR

2.5.4.2 fails to inspect the Play Area within 14 days of receipt of the invitation in paragraph 2.5.1 above in which case a Practical Completion Certificate shall be deemed to have been issued 14 days after receipt of the relevant invitation; OR

2.5.4.3 fails to serve within 14 days of their inspection a Defects Notice in which case a Practical Completion Certificate shall be deemed to have been issued 14 days following the relevant inspection.

2.5.5 the Owner shall maintain the Play Area for a period of 12 months from the issue of a Practical Completion Certificate to the reasonable satisfaction of the District Council, rectifying any defects arising and (where relevant) replacing any trees shrubs plants or grass which have died or been removed or become seriously diseased or damaged with others of a similar size and species.

- 2.6 upon completion of the 12 month maintenance period specified in paragraph 2.5.5 above, will secure the final approval of the District Council for the Play Area by inviting the District Council in writing to inspect the Play Area with a view to issuing a Final Completion Certificate and the provisions of paragraphs 2.5.1 to 2.5.4 above shall apply mutatis mutandis;
- 2.7 will provide an unrestricted right of access for the general public to the Play Area at all times following the issue of a Practical Completion Certificate save as required to carry out works of maintenance or in the interests of health and safety;
- 2.8 will not grant or cause or permit to be granted any rights or easements over the Play Area or any part of it without the prior written consent of the District Council (such consent not to be unreasonably withheld or delayed) whether by way of conditions pursuant to the Planning Permission or a Qualifying Permission or otherwise;
- 2.9 will on completion of the transfers referred to in paragraph 3.1 below hand over to the District Council and assign to the District Council or other person at the District Council's direction all contract documents and documents of guarantee relating to any play equipment and its installation on the Play Area;
- 2.10 will at all times prior to the issuing or deemed issue of any Practical Completion Certificate referred to in paragraph 2.5 above upon reasonable notice permit the District Council's officers servants and agents to enter on to any necessary part of the Site and the Play Area or any of it and will afford them access to do so for the purpose of inspecting the laying out of the Play Area and following the issuing of the Practical Completion Certificate referred to in paragraph 2.5 above will provide an unrestricted right of access to the Play Area and (if access cannot be gained by or over public highways) over an appropriate part of the Site for the purpose of maintaining the Play Area; and
- 2.11 will provide to the District Council for the Play Area prior to the inspection required in paragraph 2.5 above, a RoSPA post installation report and Risk Assessment for the Play Area which RoSPA report and Risk Assessment must be satisfactory to the District Council (acting reasonably) and thereafter will provide a satisfactory RoSPA report in respect of the Play Area annually until the date of transfer of the Play Area none of which RoSPA reports shall be more than eleven months old at the date they are provided to the District Council.
3. The Owner covenants with the District Council that they will:

- 3.1 following receipt or deemed receipt of a Final Completion Certificate for the Play Area, transfer the unencumbered freehold of the Play Area to the District Council (or as the District Council directs) in consideration of the sum of £1.00 but otherwise at no cost (including legal costs) to and subject to no other contribution by the District Council such transfer to be with full title guarantee, vacant possession on completion and free and unrestricted rights of access for the general public at all times and the District Council hereby covenants to take a transfer of the Play Area on the circumstances anticipated by this clause; **AND**
- 3.2 on the date of the transfer referred to in paragraph 3.1 above, pay to the District Council or as the District Council may direct the Play Area Commuted Sum.
4. The Owner covenants with the District Council that they will continue to maintain the Play Area to its original completed standard and to the reasonable satisfaction of the District Council until the date of completion of the transfer in paragraph 3.1 above.

Public Open Space

5. The Owner covenants with the District Council that they will:
- 5.1 during the first planting season following Implementation of the Development (or at such other time as is agreed by the District Council) commence the construction, laying out and landscaping of the Public Open Space, including any Balancing Pond(s) and Hedges, in accordance with the landscaping scheme for the Development (to be approved under a condition of the Planning Permission or a Qualifying Permission) and to the reasonable satisfaction of the District Council;
- 5.2 maintain the Public Open Space, including any Balancing Pond(s) and Hedges, to the reasonable satisfaction of the District Council until the transfer referred to in paragraph 7.1 below is completed;
- 5.3 notify the District Council on the completion of the laying out and landscaping of the Public Open Space, including any Balancing Pond(s) and Hedges, so that it can inspect the same and the provisions of paragraphs 2.5 and 2.6 above shall apply mutatis mutandis;
- 5.4 not grant or cause or permit to be granted any rights or easements over the Public Open Space, including any Balancing Pond(s) and Hedges, (save where necessary to any statutory undertaker) or any part thereof without the prior written consent of the District Council (such consent not to be unreasonably withheld or delayed) whether by

way of conditions pursuant to the Planning Permission or any Qualifying Permissions or otherwise;

5.5 provide an unrestricted right of access for the general public to the Public Open Space at all reasonable times following the issue of the Practical Completion Certificate for those areas save as necessary to carryout maintenance and in the interests of health and safety; and

5.6 at all reasonable times and upon reasonable notice permit the District Council's officers servants and agents to enter onto any necessary part of the Site for the purpose of inspecting the Public Open Space, including any Balancing Pond(s) and Hedges.

6. The Owner covenant with the District Council that they will:

6.1 following receipt or deemed receipt of the Final Completion Certificate for the Public Open Space transfer the unencumbered freehold of the Public Open Space, including any Balancing Pond(s) and Hedges, to the District Council (or as the District Council directs) in consideration of the sum of £1.00 but otherwise at no cost (including legal costs) to and subject to no other contribution by the District Council such transfer to be with full title guarantee, vacant possession on completion and free unrestricted rights of access for the general public at all reasonable times;

6.2 on the date of the transfer referred to in paragraph 6.1 above, pay to the District Council or as the District Council may direct the Public Open Space Commuted Sum;

6.3 will continue to maintain the Public Open Space, including any Balancing Pond(s) and Hedges, to their original completed standard and to the reasonable satisfaction of the District Council until the date of completion of the transfers in paragraph 6.1; and

6.4 will not cause or permit to be Occupied any Dwelling within 30 metres of any Public Open Space until the Practical Completion Certificate has been issued for that Public Open Space.

Other covenants

7. In providing the Play Area and the Public Open Space, the Owner shall:

7.1 notify the Surveyor of all pre-construction design or technical site meetings with the contractor relating to the construction or landscaping of the Play Area and the Public Open Space;

- 7.2 permit the Surveyor to attend and to put forward his views at said site meetings and on reasonable notice to inspect during construction of the Play Area and the Public Open Space and to suggest items for inclusion in any necessary schedule of defects issued to the contractor; and
- 7.3 send the Surveyor copies of all instructions issued to a contractor in respect of the equipment, materials or signage for the Play Area and the Public Open Space at the same time as issuing them.

Part 2 – Affordable Housing

Definitions

In this part of this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):

- | | |
|--|--|
| "Affordable Housing" | 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" | Shared Ownership Housing and Affordable Rented Housing or such alternative tenure to be agreed with the District Council that shall comprise not less than thirty five per cent (35%) of the total number of Dwellings on the Development; |
| "Affordable Housing Dwelling and Tenure Mix" | a mix of tenure and dwelling types to be agreed between the Owner and the District Council whereby approximately seventy per cent (70%) of the Affordable Housing Dwellings are provided as Affordable Rented Housing and whereby approximately thirty per cent (30%) of the Affordable Housing Dwellings shall be provided as Shared Ownership Housing and whereby the dwelling types are determined as part of a Qualifying Application or such other dwelling and tenure mix as may be agreed between the Owner and the District Council pursuant to the Affordable |

Housing Scheme or otherwise from time to time;

"Affordable Housing Site"

that part or parts of the Site or any building or any buildings on the Site upon or within which there will be provided Affordable Housing Dwellings together with full rights of access to each Affordable Housing Site from the 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 Site;

"Affordable Housing Standards"

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

- (in relation to the Affordable Rented Housing only) 50% to comply with the Lifetime Homes Standards;
- at least one of the Affordable Housing Dwellings shall meet Wheelchair Standards;
- shall be located in clusters of no more than 15 Affordable Housing Dwellings with no more than 10 units of Affordable Rented Housing in any one cluster;
- shall be designed to the same external design as the Market Dwellings so as to be indistinguishable from the Market Housing; and
- they shall be constructed to Design and Quality Standards published by the Housing Corporation in April 2007 and now regulated by the HCA (D&QS) in consultation with the District Council;

"Affordable Rented Housing"

rented housing provided by the Registered Provider to households who are eligible for social rented housing and which is not subject to the national rent regime but in line with the District Council's tenancy strategy, the rents will be no more than 80% of local market rent (including service charge)

or the relevant Local Housing Allowance rate in force at the time the property is advertised for letting;

"Allocations Scheme"

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"

any mortgagee or chargee of the Registered Provider of the Affordable Housing Site or any part of it and includes any receiver or manager or administrator (including any receiver appointed pursuant to the Law of Property Act 1925) or any person appointed under any security documentation to enable such mortgagee or chargee to realise its security;

"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"

that organisation which is appointed by the HCA to assess eligibility for and market low cost home ownership products;

"Infrastructure"

in relation to the Affordable Housing Site:

- roads and footpaths to serve the Affordable Housing Site;
- 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 Site;

- pipes sewers and channels sufficient to serve the Affordable Housing Site;
- spur connections to agreed inverts (to be available at a time or times to be agreed with the Registered Provider) from the Owner's foul and surface water drain run serving the Development up to the boundaries of the Affordable Housing Site 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 Site (final locations to be agreed with the Registered Provider);
- landscaping on the Affordable Housing Site in accordance with a scheme first approved in writing by the District Council.

"Lifetime Homes Standard"

those standards prescribed in Building Regulations Optional Requirement M4(2) Category 2: Accessible and adaptable dwellings or any

	equivalent replacement standard;
"Market Dwellings"	that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing;
"Mortgage Land"	the Affordable Housing Site or any part of it which is mortgaged or charged to the Chargee;
"Nominations Agreement"	an agreement 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 Site and which shall guide in conjunction with the Allocations Scheme those persons eligible to be nominated to the Affordable Housing Dwellings;
"Qualifying Persons"	those persons who are assessed by the District Council under its current Allocations Scheme and are nominated to an Affordable Housing Dwelling in accordance with this Allocations Scheme and the Nominations Agreement;
"Registered Provider"	a private provider of affordable housing which is designated in the register maintained by the HCA 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 a non-profit organisation under sub-sections 115(1)(a) or 278(2) of the Act or which is designated in that register as a profit-making organisation under section 115(1)(b) of the Housing and Regeneration Act 2008 which is EITHER on the District Council's list of preferred partners OR has demonstrated that it meets the performance criteria applicable to an organisation with preferred partner status and has been approved in writing by the District Council;
"Shared Ownership Housing"	housing offered via the Registered Provider under

the terms of a lease which accords with the HCA Shared Ownership Model Lease (or substantially similar, unless otherwise agreed by the District Council) 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;

"Wheelchair Standard"

those standards prescribed in Building Regulations Optional Requirement M4(3) Category 3: Wheelchair user dwellings or any equivalent replacement standard.

Covenants

1. The Owner covenants with the District Council that they will:
 - 1.1 not Implement or cause or permit the Implementation of the Development until a detailed scheme ('the Affordable Housing Scheme') for the provision, proposed location and construction programme of the Affordable Housing Dwellings, including details of the tenure mix and property type, has been submitted to and approved in writing by the District Council;
 - 1.2 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 Site and the Affordable Housing Dwellings at no cost to or other contribution by the Registered Provider;
 - 1.3 procure the Construction of the Affordable Housing Dwellings in accordance with the Planning Permission, any Qualifying Permissions, the Affordable Housing Standards, the Affordable Housing Scheme and the Affordable Housing Dwelling and Tenure Mix to the reasonable satisfaction of the District Council as part of the Development prior to the Occupation of sixty per cent (60%) of the Market Dwellings;
 - 1.4 not Occupy or 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 either the freehold or long leasehold interest in the Affordable Housing Site together with the Affordable Housing Dwellings Constructed thereon have been transferred to a Registered Provider on terms to be agreed between the Owner and the Registered Provider together with all rights for Infrastructure and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Dwellings constructed thereon 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. The Owner covenants with the District Council that they will:
 - 2.1 not use or cause or permit the use of the Affordable Housing Site or any part thereof or the Affordable Housing Dwellings erected thereon for any purpose other than for the provision of Affordable Housing in accordance with this Deed of Agreement;
 - 2.2 not without the consent in writing of District Council transfer the freehold interest or the long leasehold interest in the Affordable Housing Site or any part thereof or the Affordable Housing Dwellings erected thereon except to the District Council or a Registered Provider provided that consent shall not be required for any mortgage or charge of the freehold or long leasehold interest and provided that this shall not apply to the tenancies being granted to any of the occupiers of individual Affordable Housing Dwellings; and
 - 2.3 provide the Affordable Housing Dwellings in line with the Affordable Housing Dwelling and Tenure Mix or such other mix as may be agreed in writing between the Owner and the District Council.
3. For the avoidance of doubt paragraphs 2.1 and 2.2 above are binding on the Chargee PROVIDED THAT paragraphs 2.1 and 2.2 above 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 or persons deriving title there from 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 above 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 used reasonable endeavours over a period of three months from service 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 of Agreement 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 greater of the open market value of the Mortgage Land (subject to the restrictions contained within this Schedule) 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 paragraphs 2.1 and 2.2 above with the effect that they shall cease to bind the Mortgage Land.

5. The provisions of paragraphs 2.1 and 2.2 will not be binding on:

5.1 any purchaser pursuant to the exercise of a statutory or voluntary right to buy, preserved right to buy or right to acquire or any owner of Shared Ownership Housing who has staircased up to 100% (or any successor in title thereto) or to any completed Affordable Housing Dwellings where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof or any mortgagee or chargee of any such purchaser nor any administrator, administrative receiver, fixed charge receiver including any receiver appointed under the Law of Property Act 1925 or any other person appointed under any security documentation by such mortgagee or any person deriving title through such persons; or

5.2 any statutory undertaker.

6. The 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 only be allocated to Qualifying Persons in accordance with the District Council's Allocations Scheme and in accordance with the terms of the 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 Shared Ownership 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 HCA pursuant to Sections 143A-169 of the Housing and Regeneration Act 2008 (or any statutory provision amending or replacing the same) then the provisions of this Agreement shall continue in respect of such other Registered Provider.

THIRD SCHEDULE

COVENANTS WITH THE COUNTY COUNCIL

1. Definitions

In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed):

- 1.1 **"Approval (Reserved Matters)"** means the approval of reserved matters which first establishes the Composition of the Development;
- 1.2 **"Approval Variation"** means any approval (further to an application for approval of reserved matters or approval of a non-material change to the Planning Permission or otherwise) which alters the Composition of the Development as established further to the Approval (Reserved Matters) or as applicable further to the preceding Approval (Variation);
- 1.3 **"Bedroom"** means a room in a Dwelling designed as a bedroom or study/bedroom and:
 - 1.3.1 1 Bedroomed Unit means a Dwelling with 1 Bedroom
 - 1.3.2 2 Bedroomed Unit means a Dwelling with 2 Bedrooms
 - 1.3.3 3 Bedroomed Unit means a Dwelling with 3 Bedrooms
 - 1.3.4 4 Bedroomed Unit means a Dwelling with 4 or more Bedrooms
- 1.4 **"Bus Infrastructure Contribution "** means the sum of ten thousand pounds (£10,000) Index Linked toward the cost of relocating and improving the Weeping Cross bus stops on the A4260;
- 1.5 **"Bus Services Contribution "** means the sum of eighty one thousand eight hundred and ninety pounds (£81,890) or if higher the sum calculated by multiplying £862 by the total number of Dwellings set out in the Notification (Initial) which sum shall be Index-Linked after it is calculated and shall be put toward the cost of increasing the frequency of public bus services serving Bodicote;
- 1.6 **"Bus Services Revised Contribution(s)"** means a sum calculated by multiplying the sum of £862 by the total number of Dwellings set out in the Notification (Variation) where this is higher than the Bus Services Contribution or in the event that there is more than one Approval (Variation) the Bus Services Revised Contribution means the sum calculated by multiplying the sum of £862 by the total number of Dwellings set out in the later Approval (Variation) if that sum is higher than the earlier Bus Services Revised Contribution and in all cases the sum shall be Index-Linked after it is calculated and shall be put toward the cost of increasing the frequency of public bus services serving Bodicote;

- 1.7 **“Composition of the Development”** means the aggregate number of Dwellings comprised in the Development and the number of each Dwelling type classified by reference to the number of Bedrooms in the Dwelling;
- 1.8 **“Cycle Infrastructure Contribution”** means the sum of fifty thousand pounds (£50,000) Index Linked towards cycling infrastructure between the Site and the existing cycle network north of Broad Gap;
- 1.9 **“Highways Contribution”** means the sum of ninety four thousand pounds (£94,000) Index Linked towards developing the Cherwell street corridor as the preferred north-south route through Banbury;
- 1.10 **“Index-Linked”** means
- in relation to the Primary Education Contribution, the Primary Revised Contribution, the Secondary Education Contribution and the Secondary Revised Contribution adjusted according to any increase occurring between the fourth quarter of 2014 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 Bus Infrastructure Contribution the Cycle Infrastructure Contribution and the Highways Contribution adjusted according to any increase occurring between January 2015 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 Services (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	Plant & Road Vehicles	25%
Index 3	Aggregates	30%
Index 9	Coated Macadam & Bitumous Products	20%

 or if at any time for any reason 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 Owner and the County Council;
 - in relation to the Bus Services Contribution the Bus Services Revised Contribution and the Travel Plan Contribution adjusted according to any increase occurring between January 2015 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;

- 1.11 **“Education Payment”** means a sum paid or payable under this agreement being all or a part of the Primary or Secondary Education Contribution or the Primary or Secondary Revised Contribution;
- 1.12 **“the Matrix Primary”** 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 one of the fourth schedule;
- 1.13 **“the Matrix Secondary”** 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 two of the fourth schedule;
- 1.14 **“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;
- 1.15 **“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;
- 1.16 **“Planning Permission”** in this schedule shall comprise both the Planning Permission as defined in the main body of this deed and the Qualifying Permission as defined in the main body of this Deed
- 1.17 **“the Primary Education Contribution”** means the sum of three hundred and eighty nine thousand two hundred and seventy one pounds (£389,271) Index-Linked or if higher the sum calculated by applying the Matrix Primary to the Composition of the Development as identified in the Notification (Initial) and such sum shall be Index-Linked after it is calculated which sum shall be applied towards the construction of Longford Park Primary School up to a 1.5FE school;
- 1.18 **“the Primary Revised Contribution(s)”** means the sum calculated by applying the Composition of the Development as identified in a Notification (Variation) to the Matrix Primary where this is higher than the Primary Education Contribution or in the event that there is more than one Approval (Variation) the Primary Revised

Contribution means the sum calculated by applying the Composition of the Development established further to the later Approval (Variation) to the Matrix Primary if that sum is higher than the earlier Primary Revised Contribution and in all cases the sum shall be Index-Linked after it is calculated and shall be applied toward the increase in capacity at Longford Park Primary School;

- 1.19 **"the Secondary Education Contribution"** means the sum of four hundred and seventy six thousand one hundred and sixty eight pounds (£476,168) Index-Linked or if higher the sum calculated by applying the Matrix Secondary to the Composition of the Development as identified in the Notification (Initial) and such sum shall be Index-Linked after it is calculated which sum shall be applied towards the expansion of the Warriner School;
- 1.20 **"the Secondary Revised Contribution(s)"** means the sum calculated by applying the Composition of the Development as identified in a Notification (Variation) to the Matrix Secondary where this is higher than the Secondary Education Contribution or in the event that there is more than one Approval (Variation) the Secondary Revised Contribution means the sum calculated by applying the Composition of the Development established further to the later Approval (Variation) to the Matrix Secondary if that sum is higher than the earlier Secondary Revised Contribution and in all cases the sum shall be Index-Linked after it is calculated and shall be applied towards the expansion of the Warriner School;
- 1.21 **"Travel Plan Contribution"** means the sum of one thousand two hundred and forty pounds (£1,240) Index Linked towards the monitoring of the travel plan.

2. Owner's Covenants

The Owner covenants with the County Council as follows:-

- 2.1 not to cause or permit the Planning Permission to be implemented until:
- 2.1.1 it has paid 50% of the Primary Education Contribution to the County Council and to pay 50% of the Primary Education Contribution to the County Council before the Planning Permission is Implemented; and
- 2.1.2 it has paid the Bus Infrastructure Contribution and to pay the Bus Infrastructure Contribution before the Planning Permission is Implemented.
- 2.2 not to cause or permit any Dwelling forming part of the Development to be Occupied until:
- 2.2.1 it has paid the Travel Plan Contribution and to pay the Travel Plan Contribution before any Dwelling forming part of the Development is occupied; and

- 2.2.2 it has paid 50% of the Secondary Education Contribution to the County Council and to pay 50% of the Secondary Education Contribution to the County Council before any Dwelling forming part of the Development is Occupied; and
 - 2.2.3 it has paid the Bus Services Contribution and to pay the Bus Services Contribution before any Dwelling forming part of the Development is Occupied.
- 2.3 not to cause or permit more than 29 Dwellings forming part of the Development to be Occupied until:
- 2.3.1 it has paid 50% of the Primary Education Contribution to the County Council and to pay 50% of the Primary Education Contribution to the County Council before the thirtieth Dwelling forming part of the Development is Occupied; and
 - 2.3.2 it has paid 50% of the Secondary Education Contribution to the County Council and to pay 50% of the Secondary Education Contribution to the County Council before the thirtieth Dwelling forming part of the Development is Occupied; and
 - 2.3.3 it has paid the Highway Contribution and to pay the Highway Contribution before the thirtieth Dwelling forming part of the Development is Occupied; and
 - 2.3.4 it has paid the Cycle Infrastructure Contribution and to pay the Cycle Infrastructure Contribution before the thirtieth Dwelling forming part of the Development is Occupied.
- 2.4 to pay the Bus Services Revised Contribution to the County Council within 14 days of the issue of each Approval (Variation).

3. **Further Payment Covenants, Notification and Assessment**

The Owner further covenant and undertake to the County Council as follows:-

- 3.1 to give to the County Council the Notification (Initial) within 14 days of the issue of the Approval (Reserved Matters);
- 3.2 not to cause or permit the Implementation of the Development until the Notification (Initial) has been given to the County Council;
- 3.3 to give to the County Council a Notification (Variation) within 14 days of the issue of each Approval (Variation);
- 3.4 where a Notification (Variation) has been given (or is required to be given further to clause 3.3) and the relevant Approval (Variation) results in the establishment of a Primary Revised Contribution and/or a Secondary Revised Contribution then:

- 3.4.1 for the purposes of calculating any Education Payment which will be payable subsequent to the date of issue of the relevant Approval (Variation) the Primary Revised Contribution shall be applied in place of the Primary Education Contribution and the Secondary Revised Contribution shall be applied in place of the Secondary Education Contribution;
- 3.4.2 there shall be calculated a sum being the difference between the Education Payments paid prior to the issue of the relevant Approval (Variation) and the amount that such Education Payments would have been if they had been calculated by reference to the Primary Revised Contribution (in both instances disregarding index linking);
- 3.4.3 there shall be calculated a sum being the difference between the Education Payments paid prior to the issue of the relevant Approval (Variation) and the amount that such Education Payments would have been if they had been calculated by reference to the Secondary Revised Contribution (in both instances disregarding index linking).
- 3.5 to pay to the County Council the sum calculated further to clause 3.4.2 such sum to be Index-Linked after such calculation and at the point of payment at the same time as payment of the next instalment of an Education Payment subsequent to the date of grant of the relevant Approval (Variation) or if all the Education Payments have been paid to pay such sum within 14 days of the grant of the relevant Approval (Variation);
- 3.6 to pay to the County Council the sum calculated further to clause 3.4.3 such sum to be Index-Linked after such calculation at the same time as payment of the next instalment of an Education Payment subsequent to the date of grant of the relevant Approval (Variation) or if all the Education Payments have been paid to pay such sum within 14 days of the grant of the Approval (Variation).

FOURTH SCHEDULE

PART ONE

THE MATRIX PRIMARY

	<u>1 Bed</u>	<u>2 Bed</u>	<u>3 Bed</u>	<u>4 + Bed</u>
Primary	0	£1,968.94	£4,516.98	£5,906.82
	W	X	Y	Z

PART TWO

THE MATRIX SECONDARY

	<u>1 Bed</u>	<u>2 Bed</u>	<u>3 Bed</u>	<u>4 + Bed</u>
Secondary	0	£1,928.69	£5,019.75	£8,136.59
	W	X	Y	Z

FIFTH SCHEDULE

DISTRICT COUNCIL'S COVENANTS

Repayment of Contributions

1. The District Council covenants with the Owner to use all sums received from the Owner under the terms of the Second Schedule of this Deed 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. 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 the Second Schedule of this Deed in accordance with the provisions of this Deed 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 of the date of receipt by the District Council of such payment. 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. 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.
3. 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 the Second Schedule of this Deed upon a written request by the Owner such request not to be made more than once in any year.

Discharge of Obligations

4. 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 that such obligations have been performed.

SIXTH SCHEDULE

COUNTY COUNCIL'S COVENANTS

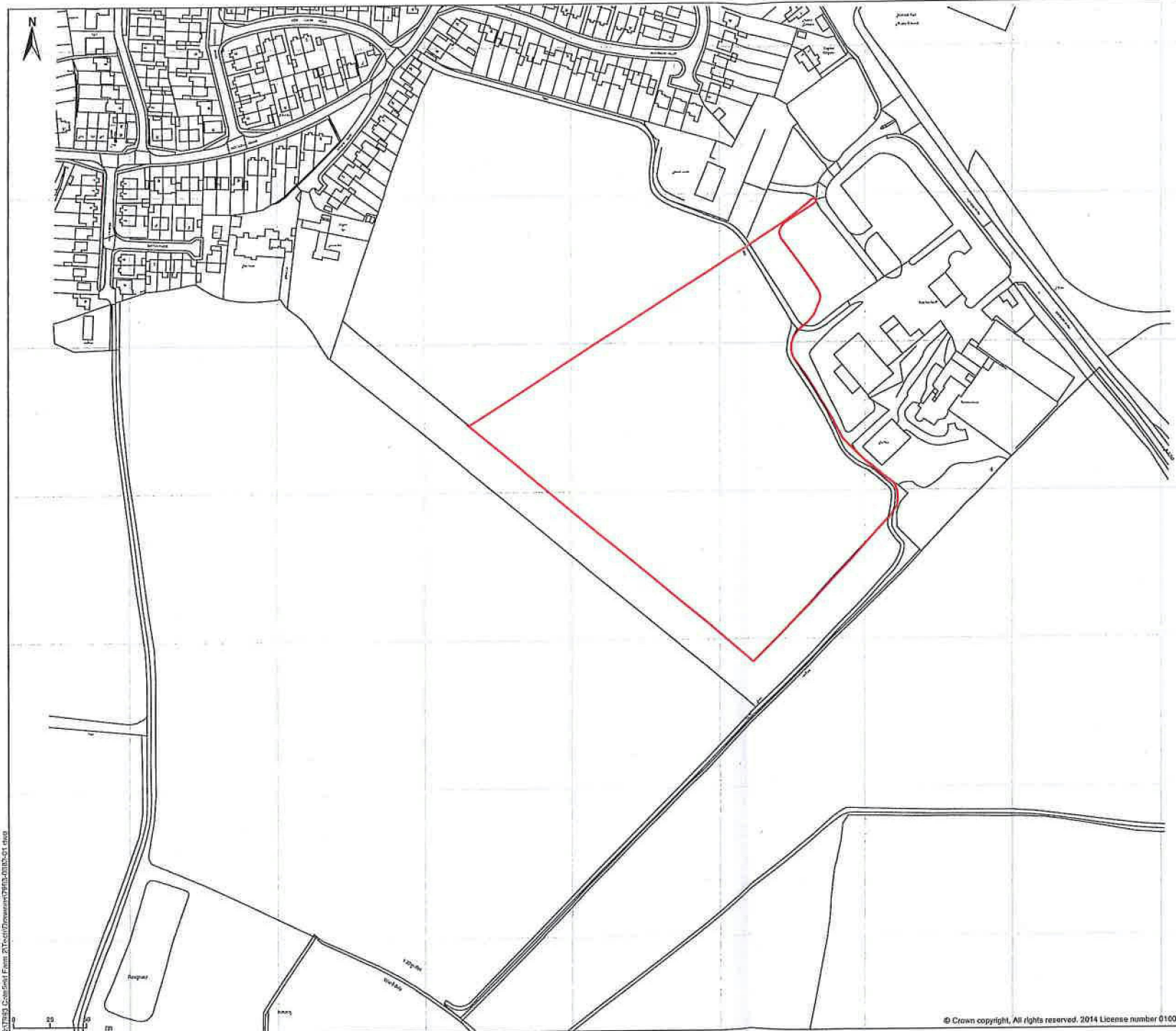
1. **Application of Monies Received**

- 1.1 The County Council shall not apply any of the contributions referred to in the third schedule 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. 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.

ANNEX 1
SITE PLAN



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 Notes
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Legend

S106 boundary

Rev	Description	Date	Initial	Checked



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 Client Mr O. Wells
 Project Blossom Fields, Cotefield Farm, Bodicote
 Title Cotefield Farm S106 Plan

Status	Drawn By	PM/Checked by
DRAFT	AJC	
Job Ref	Scale @ A3	Date Created
OXF7993	1:2,500	SEPT 2016

Figure Number	Rev

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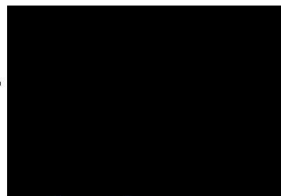


DESIGNATED OFFICER



CDC 19160

THE COMMON SEAL of
CHERWELL DISTRICT COUNCIL
was affixed in the presence of:-



Authorized Signatory:



CDC 19160

THE COMMON SEAL of
OXFORDSHIRE COUNTY COUNCIL
was affixed in the presence of:-

~~County Solicitor~~/Designated Officer:



773/16

EXECUTED AS A DEED by
ROWLAND PHILLIP BRATT
in the presence of



Witness Signature:

A black rectangular redaction box covering a handwritten signature.

Witness Name:

JOSEPH ADAM SMITH

Witness Address:

Cottfield Farm
Oxford Rd
Bodicote

Witness Occupation:

Director

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