



INTERNAL MEMORANDUM

TO: Rita Alexander - Technical Support Manager

FROM: Sarah Commins – Solicitor

DATE: 16 November 2009 **REF:** SJC/PD/AGT/457 **EXT:** 7613
CHI/16952/1-X

CC:

SUBJECT: Land at Chilton Fields, Oxfordshire

Please find attached a copy of the Section 106 Agreement for entry on the Planning Register.

Thank you for your assistance in this matter

DATED

13th November

2009

BETWEEN

VALE OF WHITE HORSE DISTRICT COUNCIL (1)

UNITED KINGDOM ATOMIC ENERGY AUTHORITY (2)

DEED OF AGREEMENT

**Under Section 106 of the Town and Country Planning Act 1990 (as amended)
relating to the development of land at Chilton Fields Oxfordshire**

Vale of White Horse District Council
Abbey House
Abingdon
Oxfordshire OX14 3JE
Telephone: 01235 547613

PD/AGT/457
Planning Reference CHI/16952/1-X

DEED OF AGREEMENT

Date: 13th November 2009

BETWEEN:

- (1) **VALE OF WHITE HORSE DISTRICT COUNCIL** ("the Council")
Abbey House
Abingdon
Oxfordshire
OX14 3JE
- (2) **UNITED KINGDOM ATOMIC ENERGY AUTHORITY** ("the Owner")
Harwell International Business Centre
Harwell
Didcot
Oxfordshire

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words and phrases shall have the following meanings respectively:

"the Act" means the Town and Country Planning Act 1990 (as amended)

"Affordable Housing" means the Dwellings to be constructed on the Affordable Housing Land being no less than 25% (rounded up to the nearest whole number) of the total number of Dwellings to be constructed on the land pursuant to the Planning Permission and the Affordable Housing shall comprise at least 75% for rent and not more than 25% NewBuild Homebuy (rounded up or down to the nearest whole number as appropriate to achieve 100%) of which 10% will comprise Lifetime Homes as defined by the Joseph Rowntree Foundation and which is more particularly described in the Second Schedule hereto and of which at least 60% will comprise houses

"Affordable Housing Land" means that part of the Land the situation of which is to be approved by the Council (such approval not to be unreasonably withheld or delayed) prior to the Commencement of Development upon which the Affordable Housing is to be constructed

"Affordable Housing Unit" means a Unit of residential accommodation for rent or NewBuild Homebuy which is constructed or proposed to be constructed on the Affordable Housing Land as set out in the Second Schedule of this Agreement and does not include General Market Housing

“Commencement of Development” means the carrying out on the Land of any material operation pursuant to the Planning Permission and “material operation” shall have the meaning given to it in Section 56(4) of the Act save that a material operation shall not include operations in connection with any archaeological investigations works of excavation demolition site clearance diversion of services site or soil investigations remedial action in respect of any contamination provision of construction access landscaping works noise attenuation works or the erection of hoardings and fences

“Community Room” means a community room on the Land with an area of not less than 100m² and comprising one main room with adjacent toilet and kitchen facilities and with appropriate surfacing and fencing to enclose space and equipment for the Equipped Toddler Play Area.

“Contributions” means the Equipped Activity Area Contribution, the Equipped Activity Area Commuted Sum, the Equipped Toddler Play Area Commuted Sum the Public Open Space Commuted Sum, the Work of Art Contribution and the Village Hall Contribution

“the Development” means the development referred to in the Planning Application (as amended from time to time) and described in the First Schedule hereto

“the Due Date” means:

In the case of the Village Hall Contribution and Work of Art Contribution before the Commencement of Development

In the case of the Equipped Activity Area Contribution in the event that this becomes payable pursuant to clause 4 of the Second Schedule the date before the Occupation of the 100th Dwelling for General Market Housing

In the case of the Equipped Activity Area Commuted Sum and the Equipped Toddler Play Area Commuted Sum the date before the Occupation of the 150th Dwelling for General Market Housing

In the case of the Public Open Space Commuted Sum upon transfer of the Public Open Space Land to the Parish Council pursuant to Clause 3 of the Second Schedule

“Dwelling” means a building erected or proposed to be erected upon the Land as part of the Development or part of such building designed for residential occupation by a single household and includes a dwelling built as Affordable Housing or as part of the General Market Housing

“Equipped Activity Area” means the equipped play area for children aged 11 to 18



1:20 = 1.2m
 1:50 = 3m
 1:100 = 6m
 1:200 = 12m
 1:500 = 30m
 1:1250 = 75m
 1:2500 = 150m

DIRECTIONS

NET DEVELOPABLE AREA - 9.167 HA

SPORTS FACILITIES AND STRUCTURAL LANDSCAPING - 5.757 HA

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 SPORTS FACILITIES AND STRUCTURAL LANDSCAPING - 5.757 HA
 NET DEVELOPABLE AREA - 9.167 HA TO ACCOMMODATE 275 DWELLINGS AT 30 PER HA.
 TOTAL DEVELOPABLE AREA - 14.927 HA

A14

Approved: [Signature]
 Author: [Signature]
 Date: [Signature]

Scale: 1:2500

North Arrow

RECD - 9 JUN 2003
 CORPORATE/ESTAL SERVICES - 2
 DISTRICT COUNCIL

FOR OFFICIAL USE
(NOT FOR CONSTRUCTION)

| | | | |
|----------|----------|----------|----------|
| Author | Drawn | Checked | Scale |
| 05/05/01 | 05/05/01 | 05/05/01 | 1:2500 |
| 05/05/01 | 05/05/01 | 05/05/01 | 05/05/01 |
| 05/05/01 | 05/05/01 | 05/05/01 | 05/05/01 |

CHILTON FIELD
 RESIDENTIAL DEVELOPMENT
 AREA PLAN

HAR 107

121.7m

120.0m

118.4m

Post 117.0m

Jubilee Bridge

Chilton School

Horse and Jockey (Park)

Pond Cottages

Garden Centre

Chilton Pond

“Equipped Activity Area Contribution” means the sum of one hundred and fifty five thousand pounds (£155,000) to be used for the provision of an Equipped Activity Area in the event that the Owner does not install such equipment and more particularly described in clause 4 of the Second Schedule

“Equipped Activity Area Commuted Sum” means the sum of forty thousand pounds (£40,000) to be used toward the future maintenance of the Equipped Activity Area

“Equipped Toddler Play Area” means the equipped play area to be constructed adjacent to the Community Room and more particularly described in the Second Schedule hereto

“Equipped Toddler Play Area Commuted Sum” means the sum of thirty thousand pounds (£30,000) to be used toward the future maintenance of the Equipped Toddler Play Area within the Community Room

“General Market Housing” means the Dwellings to be constructed on the Land pursuant to the Planning Permission excluding the Dwellings which will comprise Affordable Housing

“Index-Linked” means adjusted according to any fluctuations in the retail price index (all items) as published by the Office of National Statistics occurring for the Contributions between August 2006 and the Due Date

“Interest” means interest at 4% per annum above the base rate from time to time of Lloyds TSB Bank PLC

“the Land” means the land for the Development as shown in the Planning Application and being to the west of Downside at Chilton Oxfordshire shown for identification purposes edged red on Plan 1

“NewBuild Homebuy Housing Unit” means Affordable Housing to be offered by the Registered Provider for sale on a shared equity ownership basis more particularly described in the Second Schedule hereto. Such Newbuild Homebuy Housing Units shall not comprise more than 25% of the Affordable Housing Units

“Occupation” means occupation for the purposes permitted by the Planning 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

“the Parish Council” means Chilton Parish Council in the County of Oxfordshire

“Plan 1” means the plan annexed hereto and labelled ‘Plan 1’

“Plan 2” means the plan annexed hereto and labelled ‘Plan 2’

“the Planning Application” means the application for Planning Permission for the Development under the Council’s reference CHI/16952/1X

“the Planning Permission” means the outline Planning Permission to be issued by the Council by way of approval of the Planning Application

“Public Open Space Land” means the area hatched green on Plan 2 together with any additional land that the Owner wishes (but is not obliged) to allocate for public open space to be used for the purpose of public open space and for no other purpose

“Public Open Space Commuted Sum” means the sum of £203,374 to be used towards the future maintenance of that part of the Public Open Space Land which is transferred to the Parish Council in accordance with the provisions of the Second Schedule

“Public Open Space Scheme” means the scheme for the layout of the public open space within the Public Open Space Land and in accordance with the Planning Permission

“Registered Provider” means a Social Landlord registered with the Tenant Services Authority under Part 2 of the Housing and Regeneration Act 2008 which is on the Council’s Partner List or which has been approved by the Council PROVIDED ALWAYS that if the term Registered Provider shall have ceased to exist or have been superseded then the expression shall be taken to mean such nearest equivalent body whose objectives include the provision of low cost housing for renting or Newbuild Homebuy or its successor or replacement by local people as the Council may reasonably approve for the purposes of this Agreement

“Social Rented Housing Units” means Affordable Housing Units which shall be offered for rent to persons who are otherwise unable to secure private sector housing for purchase or rent in prevailing economic circumstances and who have in the opinion of the Council a need for such housing as demonstrated by their position on the Council’s Housing Register. Such units shall comprise at least 75% of the Affordable Housing Units on the Land Such units to be offered at a rent set no higher than target rent levels as currently set by the Home and Communities Agency applicable at the time of rental but subject to the Right to Buy under the Housing Act 1985 or right to acquire under the Housing Act 1996 or any similar or substitute right and where that occurs such unit will no longer be an Affordable Housing Unit

“Village Hall Contribution” means a contribution of two hundred thousand pounds (£200,000) Index Linked to be used as a contribution towards the extension to the Village Hall at Chilton Hill, Chilton, Oxfordshire, OX11 0SH

“Work of Art” means a sculpture, statue or other artistic representations first approved by the Council

“Work of Art Contribution” means the sum of two hundred and fifty pounds £250 per Dwelling towards the provision of a Work of Art as set out in the Second Schedule

- 1.2 In this Deed, a reference to:
 - 1.2.1 a person includes a reference to a body corporate, association or partnership
 - 1.2.2 the plural includes a reference to the singular and vice versa
 - 1.2.3 a clause or schedule, unless the context otherwise requires, is a reference to a clause or schedule to this Deed
- 1.3 The headings in this Deed are for convenience only and shall not affect its interpretation.
- 1.4 References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending, consolidating or replacing them respectively from time to time and for the time being in force.
- 1.5 Covenants made hereunder
 - 1.5.1 If made by more than one person are made jointly and severally and
 - 1.5.2 are made to the intent that the same shall bind whomsoever shall become a successor or successors in title to the Land and
 - 1.5.3 are made to the intent that the same shall operate as a charge on the land and shall be registered in the Register of Local Land Charges
 - 1.5.4 are made to the intent that each of the same shall be a planning obligation for the purposes of Section 106 of the Act
- 1.6 References to Chilton Parish Council shall be deemed to include persons authorised by Chilton Parish Council

2. **RECITALS**

- 2.1 The Owner is the freehold owner of the Land registered under Title Number ON155092
- 2.2 The Council is the district planning authority within the meaning of the Act in respect of the Land

- 2.3 The Owner has applied to the Council for permission to develop the Land in the manner and for the uses set out in the Planning Application
- 2.4 The Council resolved at a meeting of its Development Control Committee on 3 September 2007 to delegate authority to approve the Planning Application to the Deputy Director (Planning and Community Strategy) in consultation with the Chair/Vice-Chair of the Development Control Committee and local members subject inter alia to the completion of this Deed to secure the benefits herein contained.
- 2.5 The Owner has agreed to enter into the Covenants contained in this Deed pursuant to the provisions of the Act upon the terms and conditions hereinafter appearing with the intent that it should be binding not only upon the said parties but also upon any person deriving Title from them as provided by Section 106 of the Act and any persons claiming through under or in trust for them
- 2.6 This Deed shall be of no force and effect unless and until the Planning Permission has been granted and there has been Commencement of Development

3. **STATUTORY PROVISIONS**

This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and section 2 of the Local Government Act 2000. The covenants on the part of the Owner contained in Clause 4 and the obligations set out in the Second Schedule are planning obligations for the purposes of Section 106 of the Act enforceable by the Council.

4. **OWNERS COVENANTS**

The Owner covenants with the Council to observe and perform the obligations set out in the Second Schedule on behalf of themselves and their successors in title and all persons claiming under or through him or them and so as to bind each and every part of the Land as set out in the Second Schedule.

5. **COUNCIL'S COVENANTS**

The Council covenants with the Owner to observe and perform the obligations set out in the Third Schedule on behalf of itself and its successors

6 **INDEX LINKING**

The Contributions when paid to the Council shall be Index Linked

7 **INTEREST**

Without prejudice to any other right or remedy of the Council if any payment which becomes due to the Council under this Agreement is not paid within 14 days of the Due Date Interest shall be due and payable to the Council on the relevant amount

8 **WAIVER**

- 8.1 Nothing contained or implied in this Deed shall prejudice or affect the rights powers and duties of the Council in the exercise of their functions as Local Planning Authority and their rights powers and duties under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed PROVIDED ALWAYS for the avoidance of doubt the Council shall comply with the obligations on its part contained in this Deed
- 8.2 If any provision of this Deed shall be held to be invalid illegal or unenforceable the validity and legality and enforceability of the remaining provisions hereto shall not in any way be deemed thereby to be affected or impaired
- 8.3 No waiver (whether express or implied) by a party of any breach or default in performing or observing any of the terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent a party from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof
- 8.4 Notwithstanding the provisions of clauses 2.5 and 4 no person shall be liable for any breach of any of the planning obligations or other provisions of this Deed committed after it has parted with all of its interest in the Land but without prejudice to any claim that the Council may have for any subsisting breach of covenant arising prior to parting with such interest
- 8.5 No purchaser (or his mortgagee) of any residential Dwelling constructed on the Land or any part or parts thereof nor any statutory authority or service company acquiring the site or any electricity sub-station gas governor or other land shall be liable for any breach of this Agreement
- 8.6 The Owner and its successors in title and assigns to the Land shall not be deemed to have any interest in the Land or any part of it where it retains the benefit of any exception and reservation and/or covenant and/or it is a chargee (unless it is a chargee in possession)
- 8.7 This Deed (except for clause 9 below which will take immediate effect) shall come into effect upon the grant of the Planning Permission provided that unless and until Commencement of Development takes place nothing in this Deed shall oblige the Owner to comply with the covenants contained in the Second Schedule

9 **COSTS**

- 9.1 On Commencement of Development the Owner shall pay the sum of five hundred pounds (£500) to the Council as a contribution towards the Council's administration and monitoring fees
- 9.2 The Owner shall pay the Council's reasonable and proper legal expenses and costs associated with the preparation of this Agreement

10 **NOTICES**

The Owner shall give the Council notice in writing of:

- 10.1 any disposal of its interest in the Land (save for the disposal of a residential dwelling) and of the name and address of the new owner and the date of the disposal within 14 days of such disposal
- 10.2 the intended date of Commencement of Development 14 days before that date
- 10.3 the date of the Commencement of Development within 14 days of its occurrence
- 10.4 the date the first General Market Housing Dwelling is occupied within 14 days of its occurrence
- 10.5.1 Any notice to be given to the Council under this Deed shall be sent to the Deputy Director (Planning and Community Strategy) at the Vale of White Horse District Council Abbey House Abbey Close Abingdon Oxfordshire OX14 3JE or to such other person at such other address as the Council shall at any time direct.
- 10.5.2 Any notice to be given to the Parish Council under this Deed shall be sent to the Parish Clerk at the Village Hall, Chilton Hill, Chilton, Oxfordshire OX11 0SH or to such other person at such other address as the Parish Council shall at any time direct
- 10.5.3 Any notice to be given to the Owner under this Deed shall be sent to David West at United Kingdom Atomic Energy Authority of Manor Court, Chilton, Oxfordshire OX11 or to such other person at such other address as the Owner shall at any time direct

11. **THIRD PARTY RIGHTS**

This Agreement gives no rights under the Contract (Rights of Third Parties) Act 1999, but this does not affect any rights which are available apart from that Act and it may be enforced by any successors in title of the parties and by any successor to the Council's statutory functions

12. DATA PROTECTION

The Owner acknowledges and agrees that information as to compliance with obligations pursuant to this Agreement (including as to whether or not contributions have been paid) may be passed to:

- 12.1 Persons who make enquiries on such matters and who advise that they or their clients are proposing to acquire an interest in the Land and it is acknowledged that the recipients of such information may then disseminate it further
- 12.2 Any person when so required in order to comply with statutory requirements including the Freedom of information Act 2000

13. GENERAL

This Agreement is a Local Land Charge and the Council shall register it as such

FIRST SCHEDULE

The Development

Residential development of 275 new Dwellings, with associated community facilities and access.

SECOND SCHEDULE

The Obligations

The Owner hereby covenants with the Council as follows:-

1.0 COMMUNITY ROOM AND EQUIPPED TODDLER PLAY AREA

- 1.1 Not to permit the Commencement of Development until the siting and specification for the Community Room (including the equipment for the Equipped Toddler Play Area next to the Community Room) has been approved by the Council such approval not to be unreasonably withheld or delayed
- 1.2 Not to permit the Occupation of more than 100 Dwellings for General Market Housing until the Community Room has been constructed pursuant to the specification approved pursuant to 1.1 above (including the installation of the agreed equipment for the Equipped Toddler Play Area)

- 1.3 Not to cause or permit the Occupation of the one hundred and fiftieth (150th) Dwelling for General Market Housing until the Equipped Toddler Play Area Commuted Sum has been paid to the Council

2.0 PUBLIC OPEN SPACE LAND

- 2.1 The area hatched green on Plan 2 shall be set out as Public Open Space Land in accordance with the Public Open Space Scheme
- 2.2 Not to permit Commencement of Development until the Owner has submitted the Public Open Space Scheme to the Council and this has been approved by the Council such approval not to be unreasonably withheld or delayed
- 2.4 Not to Occupy more than 100 of the General Market Housing Dwellings until the Public Open Space Land has been laid out in accordance with the Public Open Space Scheme

3.0 TRANSFERS TO CHILTON PARISH COUNCIL

- 3.1 Within three (3) months of completion of the Public Open Space Scheme or prior to the Occupation of the one hundred and fiftieth (150th) Dwelling (whichever is later) the Owner shall:
 - 3.1.1 Transfer the Public Open Space Land and the Community Room to the Parish Council for nil or nominal consideration together with all necessary rights of access thereto and otherwise on terms reasonably agreed with the Owner at the time and for the avoidance of doubt such transfer shall include a covenant by the Parish Council in similar terms to that given by the Council in paragraph 5 of the Third Schedule.
 - 3.1.2 To pay the Parish Council's reasonable and proper legal costs and expenses in connection with the preparation completion and registration at the Land Registry of the transfer or transfers required by paragraph 3.1.1 above together with (if appropriate) Value Added Tax thereon
 - 3.1.3 Upon transfer of the Public Open Space Land to pay the Public Open Space Commuted Sum to the Council

4.0 EQUIPPED ACTIVITY AREA

- 4.1 Subject to paragraph 4.2 of this Schedule not to cause or permit the Commencement of Development until a scheme to provide the Equipped Activity Area has been agreed with the Council such agreement not to be unreasonably withheld or delayed and for the avoidance of doubt the Owner shall not be obliged under this Agreement to supply equipment, materials and/or labour amounting to more than the total value of one hundred and fifty five thousand pounds (£155,000) in relation to the Equipped Activity Area .
- 4.2 In the event that it is agreed by the Council in consultation with the Parish and notified in writing to the Owner before the intended date of Commencement of

Development (as notified to the Council in accordance with clause 10.2 of the main body of this Agreement) that the Equipped Activity Area is to be provided by the Parish the Owner shall not cause or permit the Occupation of the one hundredth (100th) Dwelling for General Market Housing until the Equipped Activity Area Contribution has been paid to the Council and upon the said notification in writing being sent to the Owner, paragraphs 4.1 and 4.3 of this Schedule shall cease to exist and shall be of no further effect

- 4.3 In default of written notification to the Owner of the Parish Council's decision by the deadline referred to in paragraph 4.2 above or in the event that it is agreed by the Council in consultation with the Parish that the Equipped Activity Area is to be provided and installed by the Owner and the Owner is notified of the same in writing the Owner shall not cause or permit the Occupation of the one hundredth (100th) Dwelling for General Market Housing until the Equipped Activity Area is equipped as agreed in writing with the Council
- 4.4 Not to cause or permit the Occupation of the one hundred and fiftieth (150th) Dwelling for General Market Housing until the Equipped Activity Area Commuted Sum has been paid to the Council

5.0 AFFORDABLE HOUSING

- 5.1 Not to cause or permit the Commencement of Development of the Planning Permission until the Affordable Housing Land has been identified and agreed with the Council
- 5.2 Not to permit the Occupation of any Dwellings on the Land pursuant to the Planning Permission until the Owner has entered into a binding Agreement to transfer the Affordable Housing Land (together with all necessary rights of way and easements and provisions requiring compliance with the provision of the Affordable Housing as set out in paragraphs 5.3.1 to 5.3.6 of this Second Schedule) to the Registered Social Provider on terms (including as to price) to be agreed between the Owner and the Registered Social Provider acting reasonably PROVIDED ALWAYS that there is inserted in any Transfer or Lease to the Registered Social Provider a provision to be enforceable by the Council which will ensure that any surplus arising from the "stair casing" of a NewBuild Homebuy Housing Unit following repayment of any grant funding and mortgages is recycled by the Registered Social Provider for the development or maintenance of Affordable Housing within the Council's boundaries
- 5.3 Not to permit the occupation of more than 50% of the General Market Housing until all the Affordable Housing has been constructed and completed and is ready for Occupation and to ensure that all Affordable Housing built on the Land:
- 5.3.1 shall be built to Code 3 of the Sustainable Homes Code as published by the Housing Corporation

5.3.2 shall achieve Secure by Design where possible

5.3.3 shall comply with the Registered Social Provider's specific reasonable development requirements provided that there is no conflict with the other obligations in this Agreement

5.3.4 at least 10% of the Affordable Housing be built to "Lifetime Homes" standard.

5.3.5 shall be built "tenure blind" in respect of external design and features

5.3.6 shall be advertised in accordance with the Council's Choice Based lettings scheme

5.4 Not to 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 Agreement save that this obligation shall not be binding on:

5.4.1 a person acquiring an Affordable Housing Unit pursuant to a statutory right to acquire or a statutory right to buy or acquiring with the benefit of a voluntary purchase grant provided under Section 20 and Section 21 of the Housing Act 1996 (or any similar provision in any subsequent legislation) or a mortgagee of that person

5.4.2 a lessee/purchaser of an Affordable Housing Unit under Newbuild Homebuy or a purchaser from or a mortgagee of the lessee of that unit

5.4.3 any successors in title to any of the persons mentioned in subparagraphs 5.4.1 and 5.4.2 above

5.4.4 a mortgagee or chargee of the Affordable Housing Units or any part thereof or any receiver appointed by

such mortgagee or chargee in the event of such mortgagee or chargee becoming a mortgagee in possession ("Mortgagee in Possession")
PROVIDED THAT the Mortgagee in Possession has complied with the following requirements:-

(a) The Council shall have two months from the date of receiving written confirmation from the Mortgagee in Possession of its intention to exercise its power of sale to nominate another Registered Provider in writing to acquire the Affordable Housing Unit

(b) If the Registered Social Provider nominated by the Council in writing accepts the Mortgagee in Possession's offer to acquire the Affordable Housing Unit(s) it shall within 28 days of giving the Mortgagee in Possession written acceptance of the offer enter

into a transfer for completion of the acquisition of the Affordable Housing Unit(s)

- (c) If:
- (i) the Registered Social Provider nominated by the Council under sub-clause (a) of this Clause 5.4.4 does not wish to purchase the Affordable Housing Unit(s); or
 - (ii) the Council fails to nominate a Registered Social Provider in accordance with sub-clause (a) of this clause 5.4.4; or
 - (iii) the Transfer of the Affordable Housing Unit(s) is not completed within a period of six months from the date of receipt of the Mortgagee in Possession's written confirmation in accordance with sub-clause (a) above of this clause 5.4.4

then the Mortgagee in Possession shall be entitled to dispose of the Affordable Housing Unit(s) at its discretion and free from all obligations in this Agreement relating to Affordable Housing

6.0 VILLAGE HALL CONTRIBUTION

To pay the Village Hall Contribution to the Council on the Due Date

7.0 WORK OF ART CONTRIBUTION

- 7.1 Not to cause or permit the Commencement of Development until the Work of Art Contribution has been paid to the Council and such contribution is to be used by the Council for the selection and provision of the Work of Art to be erected or installed on the Land in a position first agreed in writing between the Council and the Owner such agreement to provide details of ongoing maintenance and insurance obligations to be undertaken by the Owner
- 7.2 To install the Work of Art as agreed in writing with the Council (acting reasonably)
- 7.3 To insure and maintain the Work of Art as agreed in writing with the Council

THIRD SCHEDULE

The Council's Obligations

- 1.0 The Council covenants with the Owner that no Contribution shall be applied for any purpose other than that for which it is stated to be used in the relevant definition (or any alternative which achieves similar benefits)
- 2.0 The Council will upon written request at any time after each of the obligations under this Agreement have been fulfilled issue written confirmation in respect of this and authorise the cancellation of all related entries in the register of Local land Charges
- 3.0 The Council at the request of the Owner agrees to repay any sums unspent at the expiry of ten years from the date of Commencement of the Development with interest thereon at the base rate of Lloyds TSB Bank Plc from the date of payment until the date when it is refunded.
- 4.0 Upon payment of any money due under this Agreement the Council will issue a receipt.
- 5.0 The Council shall neither use nor permit the Public Open Space Land to be used or developed other than as open amenity area without the written consent of the Owner nor shall the Council use or permit the Community Room to be used other than as a community facility.

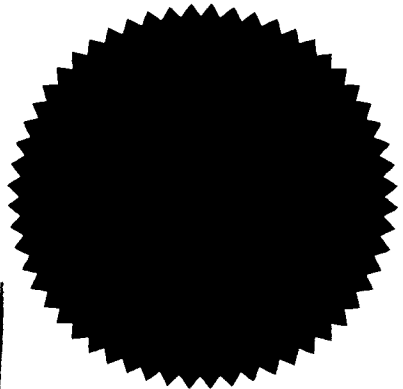
IN WITNESS whereof the parties hereto have executed this instrument as a Deed the day and year first before written

The COMMON SEAL of
**VALE OF WHITE HORSE
DISTRICT COUNCIL**
was hereunto affixed
in the presence of:-

)
)
)
)
)

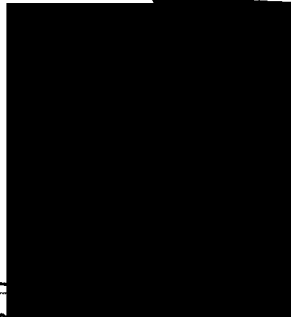

Delegated Officer

DEED
NO. 15513
INITIALS
WS



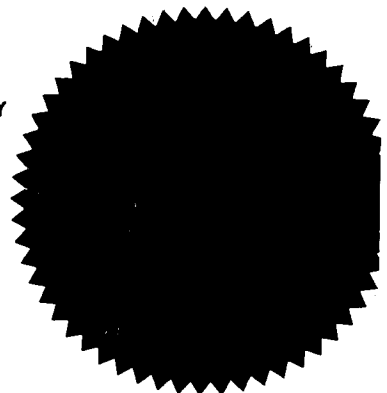
THE COMMON SEAL of
**UNITED KINGDOM ATOMIC
ENERGY AUTHORITY**
was hereunto affixed
in the presence of:-

)
)
)
)
)



AUTHORISED BY THE AUTHORITY TO ACT IN
THE STEAD OF THE SECRETARY

RITY



DATED 13th November 2009

BETWEEN

**VALE OF WHITE HORSE
DISTRICT COUNCIL
(1)**

**UNITED KINGDOM ATOMIC
ENERGY AUTHORITY
(2)**

**Under Section 106 of the Town and Country Planning
Act 1990
(as amended) relating to the development of
land at Chilton Fields Oxfordshire**

Vale of White Horse District Council
Abbey House
Abingdon
Oxfordshire OX14 3JE
Telephone: 01235 547613

Ref: SJC/PD/AGT/457
Planning Reference CHI/16952/1-X