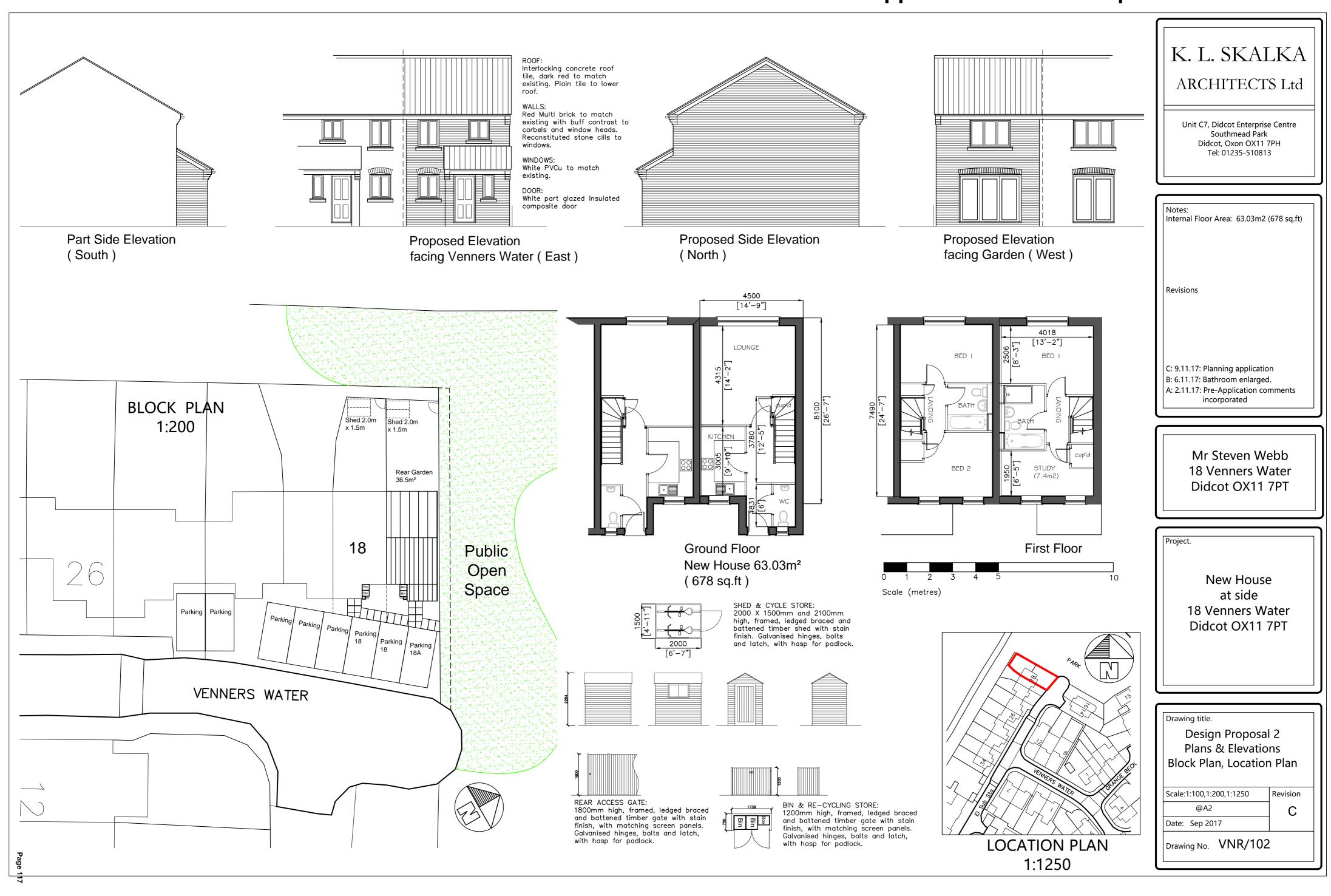


Appendix 2 - Proposed plans



Appendix 3 - Refused plans



Appendix 4

DATED 22 ucd January 1988

BRYAD DEVELOPMENTS LIMITED

and

CROUDACE LIMITED

and

SOUTH OXFORDSHIRE DISTRICT COUNCIL

S.52 Agreement in respect of Public Open Space relating to land at Ladygrove, Didcot.

SWAGMTDID

20/1/1988

58 \$19

DEVELOPMENTS LIMITED of Cranmore House Cranmore Boulevard Shirley Solihull West Midlands and CROUDACE LIMITED of Croudace House Caterham Surrey (hereinafter called "the Developers") of the one part and SOUTH OXFORDSHIRE DISTRICT COUNCIL of Council Offices Crowmarsh Wallingford in the County of Oxfordshire OX10 8HQ (hereinafter called "the Council") of the other part

WHEREAS:-

- (i) The Developers are registered at H.M. Land Registry with absolute title under title numbers ON97430 and ON97057 as the Proprietors of the two parcels of land shown edged red on the plan marked A attached hereto (hereinafter called "Plan A") situate at Didcot in the County of Oxfordshire (hereinafter called "the Properties")
- (ii) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1971 for the area in which the Properties are situated
- (iii) An application has been submitted to the Council in accordance with the provisions of the Town and Country Planning Act 1971 for permission to carry out development on the Properties and the parties hereto with a view to furthering the 'ims and proposals with regard to the Ladygrove Area contained in the Didcot Local Plan adopted by the Council on the eleventh day of December One thousand nine hundred and eighty-four and the development of the Ladygrove Area have agreed to enter into this Deed
- (iv) The Council are the owners in fee simple of the land shown edged green on Plan A ("the Council's Land") and are desirous of having a highway with sewers

and services constructed over the Council's Land giving access and the supply of services thereto and the means of drainage thereof

NOW THIS DEED WITNESSETH as follows:-

- 1. This Agreement is made pursuant to the provisions of Section 52 of the Town and Country Planning Act 1971 Section 111 of the Local Government Act 1972 Section 33 (as amended) of the Local Government (Miscellaneous Provisions) Act 1982 Section 4 of the Oxfordshire Act 1985 and all other enabling powers with the intention that it shall be binding not only on the Developers but on all persons deriving title under them or either of them whether to the whole or any part of the Properties or to any interest therein
- 2. In pursuance of the said provisions and in consideration of the sum of One pound now paid by the Council to the Developers (the receipt whereof the Developers hereby acknowledge) the Developers hereby jointly and severally agree undertake and covenant with the Council
- (a) Prior to the expiry of three years from the earlier of (1) the grant of full planning permission for the erection of any buildings or (2) the approval of the siting design and external appearance of any buildings to be erected on the Properties or any part thereof and in any event prior to the commencement of any development comprising the erection of such buildings and subject to the proviso to (c) below to pay to the Council the sum of one thousand and thirty pounds (hereinafter called the basic rate) for each developable acre (as hereinafter defined) of the land the subject of such planning permission or approval multiplied by the fraction A divided by B where A represents the index for Item 2/48 in the Price Adjustment formulae for construction contracts published by the Property Services Agency of the Department of the Environment

for the latest month for which such index shall have been published (whether as a final or provisional figure) prior to the date on which payment is made to the Council and B represents the (final) index for Item 2/48 in the said Price Adjustment formulae for the month of August One thousand nine hundred and eighty-four (viz 235)

- (b) Not to carry out any development comprising the erection of buildings on the Properties or where the grant or approval as aforesaid relates to part only of the Properties on such part unless there has been paid to the Council the sum calculated in accordance with paragraph (a) of this clause in respect of the whole of the developable area of the land the subject of the relevant full planning permission or the subject of the relevant approval of the siting design and external appearance of any buildings
- (c) That work on not more that 1550 houses on the Properties shall be commenced until a sum equivalent to £152,543 calculated at the basic rate prior to adjustment in accordance with the formula in (a) above (notwithstanding that payment has in fact been made as so adjusted) has been paid by the Developers to the Council

Provided that if as a result of this sub-cla (c) a sum is paid by the Developers to the Council under (a) above at a time when there is no such planning permission or approval as aforesaid to which such sum or part thereof can relate there shall be calculated the number of developable acres ("x") to which such sum or part thereof relates and the Developers shall not be liable to make further payments under (a) above in respect of the next x developable acres of the land to be the subject of any such planning permission or approval as aforesaid

- (d) (i) To submit to the Council for approval (such approval not to be unreasonably withheld or delayed) for each of the housing areas a landscaping scheme conforming with the provisions of the landscaping brief contained in the Second Schedule hereto for that part or those parts of the Open Space Land falling within the respective housing area
- (ii) Not to commence the erection on any housing area of more than the number of houses stated in the second column of the Fourth Schedule hereto opposite such area until a landscaping scheme has been approved as aforesaid for that area
 - (iii) Not to commence the erection on any housing area of more than the number of houses stated in the third column of the Fourth Schedule hereto opposite such area until the landscaping of that part or those parts of the Open Space Land falling within that area has been completed in accordance with the landscaping scheme approved as aforesaid for that area
 - (iv) To give notice in writing to the Council of the commencement of the landscaping works to each separate area of the Open Space Land and to allow the Council to inspect the works at any time thereafter
 - (v) To give notice in writing to the Council of practical completion of the landscaping works to each separate area of the Open Space Land whereupon the parties shall arrange a joint inspection as soon as practicable thereafter
 - (vi) Promptly (but having regard to the weather and season) to replace any plant and otherwise make good any work which in either case shall not be in accordance with the landscaping scheme approved as aforesaid as notified in writing to the Developers by the Council within 28 days of such inspection

THE REAL PROPERTY.

(vii) Following practical completion of the landscaping works to any separate area of the Open Space Land to maintain such area for a further period of 12 months

(viii) To make good or replace all defective or faulty workmanship or materials comprised in the landscaping works and to replace any plants forming part thereof which have died in either case as notified to the Developers by the Council within the said period of 12 months

- (e) (i) Following the expiry of the said period of 12 months in respect of any part of the Open Space Land the Developers shall forthwith transfer such part of the Open Space Land to the Council for the consideration of fl
- (ii) Each such transfer shall contain the matters set out in the First Schedule hereto
- 3. The Council hereby covenants with the Developers that the Council will carry out the works and other obligations contained in the Third Schedule hereto within the time period (if any) stated in relation to such works or other obligations
- 4 (A) The Developers hereby jointly and severally covenant with the Council
- (a) Subject to obtaining all necessary consents and approvals to construct within the period of 10 years from the date hereof and in accordance with the provisions of an agreement under S38 of the Highways Act 1980 the proposed loop distributor road (hereinafter called "the Road") (comprising a carriageway, footways, verges, highway drainage and ancillary works including measures to

Control of Control of

assist pedestrians to cross the road and to reduce traffic speeds) in the approximate position shown on Plan A between points marked 1, 2, 3 and 4 thereon or in such other position as the Council may approve such approval not to be unreasonably withheld provided that the Road gives sufficient and adequate access to the Council's Land

- (b) as part of the construction of the Road to lay thereunder foul and surface water sewers (hereinafter called "the Sewers") and gas water electricity and telephone pipes wires and cables (hereinafter called "the Service Conduits") and to fence the boundary thereof with 1.2 metre high timber post and three rail fence or such other fence as the Council may approve
- (c) to indemnify the Council against any claims demands liability or cost that may arise by reason of the carrying out of the said works
- (d) Subject to the approval of the highway and drainage authorities and the discretion of the service authorities to provide suitable access points to the Council's Land from the Road and suitable connection points to enable the Council to connect to the Sewers and the Service Conduits all in accordance with the reasonable requirements of the Council provided that such requirements are not ided to the Developers within 28 days of the Council receiving for the Developers a request in that behalf accompanied by necessary details of the Road and the Sewers and the Service Conduits
- (B) The Council hereby grant to the Developers licence for the Developers to enter upon the Council's Land to carry out the works referred to in (A) above

Provided that

- (a) the Developers shall give the Council at least 7 days prior notice in writing of such entry
- (b) prior to entry the Developers shall obtain any appropriate planning permission
- (c) the Developers shall cause as little damage as possible to the Council's
- and (d) the Developers shall only enter upon the site of the Road and such part of the Council's Land immediately adjacent thereto as is reasonably required to be entered upon to carry out the works
- (C) The Council hereby covenants with the Developers but at the expense of the Developers to use its best endeavours as landowners and to co-operate in such capacity with the Developers in their attempts to procure the adoption of the Road and/or the Sewers and in particular to join as landowners in any agreements with the Highway Authority or the Regional Water Authority to facilitate such adoption but so that nothing herein contained shall operate or be deemed to operate in any manner so as to constrain the Council in the exercise of its functions as a local aut ity
 - 5. In this Deed except where the context otherwise requires:-
 - (a) "development" shall have the meaning ascribed thereto by Section 22 of the Town and Country Planning Act 1971 (as amended)
 - (b) "developable acreage" and "developable acre" shall refer to the area of a piece of land in respect of which full planning permission or approval of the

siting design and external appearance of any buildings to be erected thereon has been granted and obtained adjusted as follows:-

- (i) notwithstanding anything contained in this Deed (but subject to the remainder of this Clause (b)) the relevant area shall be deemed to include (whether or not in fact so including) the extent of any roads verges sightlines or footpaths (forming part of the Properties) which adjoin or are adjacent to or may in future serve the land the subject of such permission or approval
- (ii) there shall be excluded the area of any land at present within the highway boundary of either (a) the existing public highway known as Abingdon Road or (b) the existing public highway known as Cow Lane
- (iii) there shall be excluded the area of those parts of the Properties which may fall within the boundary of the proposed public highways presently known as the northern perimeter road and the loop distributor road the intended position of which is diagrammatically indicated on the plan marked B annexed hereto including the area of any land which is to be adopted as part of those highways by the highway authority
- (iv) there shall also be excluded to area of land which is to be provided as open space for use by or for the benefit of the public or the occupiers of the buildings to be erected on the Properties or some group of such occupiers
- (v) there shall also be excluded the area of land shown on Plan A as the School Site or such other land (not exceeding 4 acres) as may be substituted therefor

PROVIDED THAT no land in respect of which a sum calculated in accordance with Clause 2 of this Deed has previously been paid to the Council shall

subsequently be included in the area of another parcel of land in respect of which a payment under Clause 2 falls to be made

AND "developable area" shall be construed accordingly

- (c) the expression "the Developers" shall include the successors in title of the Developers and persons deriving title under them or either of them
- (d) "housing area" shall mean one of the areas of land within the Properties shown respectively hatched black blue red green yellow orange brown and mauve on Plan A
- (e) "the Ladygrove Development Area" shall mean the area edged with a thick red line on the plan marked "B" annexed hereto
- (f) "the Open Space Land" shall mean the areas of land within the Properties shown coloured blue on Plan A or such other areas of land within the Properties identified part by part by the Developers at the time or times of the submission of landscaping schemes for approval under the provisions of clause 2(d) (i) hereof Provided that such other areas of land shall have in total an ar by measurement not less than the area of land shown coloured b

IN WITNESS whereof the Developers and the Council have caused their respective Common Seals to be hereto affixed the day and year first before written

THE FIRST SCHEDULE

1. A Covenant by the Council with the Developers so as to bind the land transferred into whosesoever hands the same may come that the Council and its

successors in title shall not use the land transferred for any purpose other than as pleasure grounds or public open space or for recreational or other non commercial community purposes with provisos that (a) the benefit of such covenant shall remain vested personally in the Developers unless expressly assigned by them and (b) such covenant shall not prevent the Council or another Local Authority to whom the land has been sold or otherwise disposed of or a non profit making organisation to whom a lease or licence of such land for social community or recreational purposes has been granted from charging for the use of facilities provided by them or the supply of services ancillary to such facilities or from complying with statutory requirements

- 2. A covenant by the Council that the Council shall not within twenty-one years from the date of the Transfer sell or otherwise dispose of the land transferred or any part thereof (save in the case of (a) a sale or other disposal to another Local Authority which has first entered into a covenant with the Developers in the same terms as contained in this paragraph 2 or (b) the grant of a lease or licence to a non-profit making organisation for social community or recreational purposes or (c) a disposal pursuant to a statutory requirement) unless it shall have first offered the Developers the opportunity of repurchasing the same in manner and on the terms hereinafter set out with a proviso that the benefit of such covenant shall remain vested consolly in the Developers unless expressly assigned by them
- (1) In such case the Council shall make an offer in writing to the Developers to sell the land transferred or such part thereof to them and such offer shall remain open for acceptance for a period of two months from the date thereof (but so that such last-mentioned period shall in no case exceed the limit of time fixed for the duration of the right of pre-emption hereinbefore reserved to the Developers)

- (2) If the Developers shall before the expiration of the said period of two months in writing accept such offer the Council shall resell the land transferred or such part thereof to the Developers at the price of One Pound and upon the terms hereinafter mentioned
- (3) Until the expiration of such period of two months the Council shall not be at liberty to sell the land transferred or such part thereof otherwise than in accordance with the Developers' rights of pre-emption unless the said offer shall in the meantime have been unconditionally declined by the Developers in writing
- (4) If such offer shall be so declined or shall be determined by lapse of time as aforesaid the Council may thereafter sell or dispose of the land transferred or such part thereof as it shall think fit
- (5) An offer under this clause shall be sufficiently made if delivered at or sent by prepaid registered post to the registered offices of both of the Developers and such offer shall be deemed to have been made at the time of such delivery or posting
- (6) For all purposes connected with the exercise of this right time shall be of the essence of the contract
- (7) The repurchase shall be completed within one month after such acceptance in writing as aforesaid
- (8) In this clause the expression "the Council" shall include its successors in title to the land transferred or such part thereof

- 3. An agreement and declaration that the Council and its successors in title shall not be or become entitled to any rights of light or air or other rights easements liberties or privileges whatsoever which would in any manner restrict prevent or interfere with the full and free use by the Developers or their successors in title of the Developers' adjoining land (meaning any adjoining land owned by the Developers at or at any time prior to the date of transfer) for building or for any other purpose whatsoever
- 4. The grant to the Council and its successors in title the owners and occupiers for the time being of the land transferred of sufficient and adequate rights of way (having a width not exceeding 3.5 metres and without any obligation for their making up on the part of the Developers) with or without vehicles to and from the land transferred and in particular a right of way with or without vehicles or on foot only (as appropriate) over any roads and footpaths which may be constructed at the date of transfer or within the period of 80 years from such date (hereinafter called "the Perpetuity Period") on or over the Properties and which have been or are to be offered by the Developers for adoption by the Highway Authority as highways maintainable at the public expense until the same are adopted
- 5. The exception and reservation to the Developers and their successors in title the owners and occupiers for the time being of the Developers' adjoining land and any further land acquired after the date of transfer by the Developers and capable of benefiting therefrom and any dwellinghouses to be erected on such adjoining or further land and to the statutory service authorities of the following rights:-

- (a) the right to enter upon the land transferred with vehicles plant and equipment for the purpose of carrying out and maintaining works on the adjoining land in connection with the development thereof as a residential estate
- (b) the right to enter upon the land transferred with vehicles plant and equipment and to lay or construct thereunder foul and surface water sewers and gas water electricity and telephone pipes wires and cables to serve such adjoining and further land as aforesaid
- (c) the right to the free and uninterrupted passage and running of water soil gas electricity and telephone signals from and to such adjoining and further land as aforesaid through and along the sewers pipes wires and cables at the date of transfer laid or constructed or which may be laid or constructed within the Perpetuity Period pursuant to the aforementioned rights under or through the land transferred
- (d) the right to enter upon the land transferred with vehicles plant and equipment for the purpose of making connections to inspecting repairing maintaining and cleansing such sewers pipes wires and cables as aforesaid

Provided that

- (i) In exercising such rights the Developers or their successors in title shall cause as little inconvenience as possible make good any damage caused and reinstate the land transferred as soon as practicable
- (ii) The rights of entry to carry out works and to lay or construct sewers

pipes wires and cables under (a) and (b) above shall only be exercisable during the original development of such adjoining and further land as aforesaid

SECOND SCHEDULE

LANDSCAPING BRIEF

1. FOOTPATHS AND CYCLEWAYS

- 1.1 The landscaping works shall include the provision of hard-surfaced dual-purpose footpaths and cycleroutes (not appurtenant to roads), segregated from vehicular traffic, generally as indicated on Development Brief Plan 35 in the adopted Didcot Local Plan but adapted to the circumstances. The total length of such footpaths and cycleroutes shall not be less than 3,500 linear metres
- 1.2 The footpaths and cycleroutes are to be constructed with buff coloured concrete paving block surfaces to Oxfordshire County Council's specification for adoption (but excluding directional sign posting and white-lining to be provided by the Council), rerally 3.1m wide, although a greater width may be necessary on those sections likely to be heavily used.
- 1.3 Strengthening of the construction of the footpath and cycleroute network may be necessary where occasional vehicular use (eg, for the maintenance of drainage channels or of electricity pylons) will be allowed. Provision for the drainage of surface water to an appropriate drainage system, in accordance with the reasonable requirements of the County Council, will be necessary throughout the network.

1.4 Where footpaths are provided for use by pedestrians alone, a width of 1.8 metres will generally be appropriate and other surface finishes will be required

2. LIGHTING OF FOOTPATHS AND CYCLEROUTES

2.1 Lighting by standard units to Oxfordshire County Council adoptable standards is to be provided (generally at 33 metre intervals) to all footpaths and cycleroutes.

3. SEATING AND LITTER BINS

3.1 Provision shall be made as part of the landscaping works for the siting of public seating and litter bins in appropriate locations alongside the footpath and cycleway network. The total number of such seats shall not be less than 36

4. FENCING

4.1 The landscaping works shall include the provision of appropriate fencing where necessa for security, safety, practical or landscape amenity reasons.

5. EARTHMOVING

5.1 The landscaping works shall include mounding, grading and levelling to improve the appearance of the area, to screen unattractive views and to add interest to the open space areas.

6. LAND DRAINAGE

6.1 It may be necessary in some locations to provide land drainage to assist the removal of surface water from the open space areas. The landscaping works shall include such land drainage as is necessary to enable the land to be used for its intended purpose.

7. GROUND PREPARATION AND CULTIVATION

7.1 The landscaping of all grassed and planted areas shall include thorough preparation of the ground for planting including, as necessary, clearance, stone picking, weedkilling and application of fertiliser.

8. TREE PLANTING

8.1 The landscaping works shall include the planting of trees and shrubs of a variety of deciduous, evergreen and ornamental species to soften the impact of the new development to screen unattractive views and to enhance the appearance of the open space areas themselves. All trees shall be staked and protected from rabbits and other vermin

9. HARD ANDSCAPING

9.1 Whilst it is envisaged that the majority of the open space areas should be soft-landscaped to complement and contrast with the housing areas the landscaping works shall include, where appropriate, the use of hard landscape features such as walling, planting boxes, bollards and barriers or the special treatment of hard-surfaced areas with materials such as paving bricks, setts, cobbles or edging blocks to enhance the character, appearance, identity and durability of the open space areas.

THIRD SCHEDULE

(Obligations of the Council under Clause 3)

- 1. To provide footpaths and cycleways (to the specification contained in paragraph 1 of the Second Schedule) within the Council's Land by such time or times as shall allow development of the Properties to proceed as required by the Developers and so as to provide the necessary links to the neighbourhood centre situate within the Properties and to Didcot Town Centre prior to the occupation of the dwellings to be served by such links
- 2. As part of the provision of footpaths and cycleways under paragraph 1 above to provide lighting thereto by standard units to Oxfordshire County Council adoptable standards (generally at 33m. intervals)
- 3. As part of the provision of footpaths and cycleways under paragraph 1 above to provide fencing adjacent thereto (save adjacent to the Road) where necessary for security, safety, practical or landscape amenity reasons
- 4.1 To provide sports pitches having a total area of 5 acres on the Council's Land, the school site situate within the operties, the school site situate on the land lying between the two parcels of land which comprise the Properties and/or any land transferred to the Council within the Ladygrove Development
- 4.2 To provide land drainage for the sports pitches
- 4.3 To prepare cultivate and seed the sports pitches

- 4.4 Sports pitches having a total area of 2 acres shall be available for use prior to the occupation of 1000 dwellings erected on the Properties
- 5. The directional signposting and white-lining of all footpaths and cycleways within the Properties and the Council's Land to the satisfaction of Oxfordshire County Council
- 6.1 To provide and set out as a children's play area or as an adventure playground with the appropriate equipment one or more areas within the Council's Land or the Open Space Land sited so as not to cause disturbance to residential property
- 6.2 At least one such area shall be provided and set out prior to the occupation of 1000 dwellings erected on the Properties
- 7. To maintain to a reasonable standard the Open Space Land or any part thereof following its transfer to the Council pursuant to the provisions of clause 2(e) hereof

FOURTH SCHEDULE

(see clause 2 (d) (ii) and (iii))

Housing Area					Maximum No. of	Maximum No. of
					houses to be	houses to be
					commenced before	commenced before
					approval	completion
	1.	Land	hatched	black	50	65
	2.	Land	hatched	blue	140	190
	3.	Land	hatched	red	90	120
	4.	Land	hatched	green	140	180
	5.	Land	hatched	yellow	120	160
	6.	Land	hatched	orange	130	170
	7.	Land	hatched	brown	180	240
	8.	Land	hatched	mauve	190	260

TY COMMON SEAL of BRYAD

DEVELOPMENTS LIMITED is

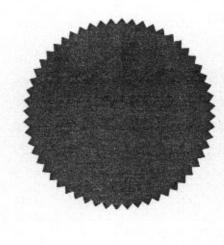
hereunto affixed in the

presence of:-



THE COMMON SEAL of CROUDACE LIMITED was hereunto affixed in the presence of:-

DIRECTOR



THE COMMON SEAL of SOUTH

OXFORDSHIRE DISTRICT COUNCIL

is hereunto affixed under the

authentication of:-

11168

chief Executive

for this purpose.