ROBERT HITCHINS LIMITED

and

BODDINGTON ESTATES LIMTED

PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING pursuant to \$106 Town and Country Planning Act 1990

in relation to land at Twigworth in the County of Gloucester

(Public Open Space and Communities)

THIS DEED is made the 7 day of JU/Y 2017

BY:

(1) ROBERT HITCHINS LIMITED whose registered office address is at The Manor Boddington Cheltenham Gloucestershire GL51 0TJ (Company Registered Number: 00686734) ("the First Owner")

AND

(2) BODDINGTON ESTATES LIMTED whose registered office address is at The Manor Boddington Cheltenham Gloucestershire GL51 0TJ (Company Registered Number: 00874206) ("the Second Owner")

oreating planning obligations enforceable by THE COUNCIL FOR THE BOROUGH

OF TEWKESBURY of the Council Offices, Gloucester Road, Tewkesbury in the

County of Gloucester ("the Council")

WHEREAS:

- 1. The words and phrases used in this Deed are defined in Clause 1
- 2. The Council is the Local Planning Authority for the purposes of the Act
- 3. The First Owner is the Registered Proprietor with the freehold interest in the Blue Land (subject only as shown on the Registers thereto but otherwise free from incumbrances) as set out in the First Schedule hereto
- 4. The Second Owner is the Registered Proprietor with the freehold interest in the Green Land (subject only as shown on the Registers thereto but otherwise free from incumbrances) as set out in the First Schedule hereto
- 5. The First Owner has submitted the Application to the Council

NOW THIS DEED WITNESSES AS FOLLOWS:

1. **DEFINITIONS**

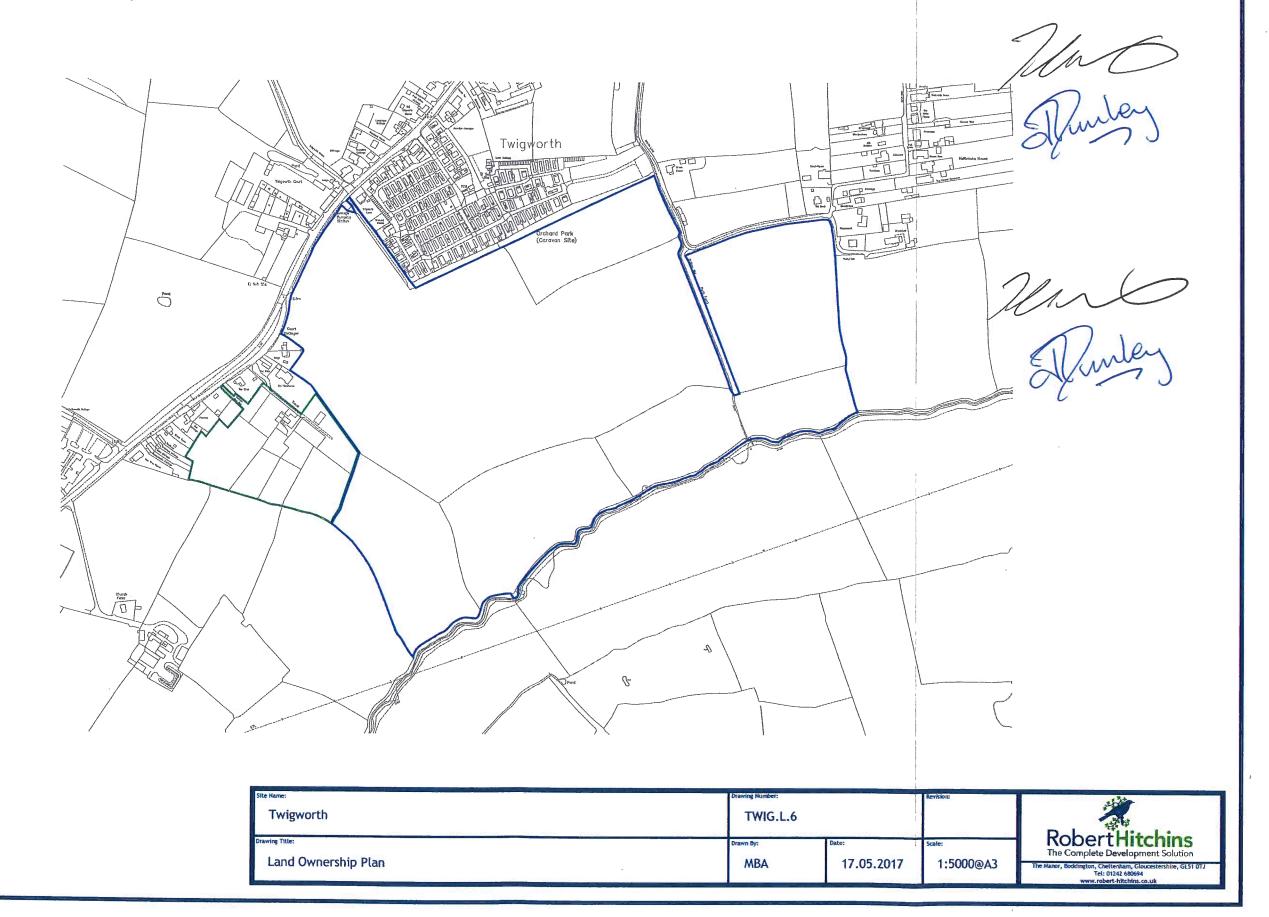
(a) For the purposes of this Deed the following expressions shall have the following meanings:

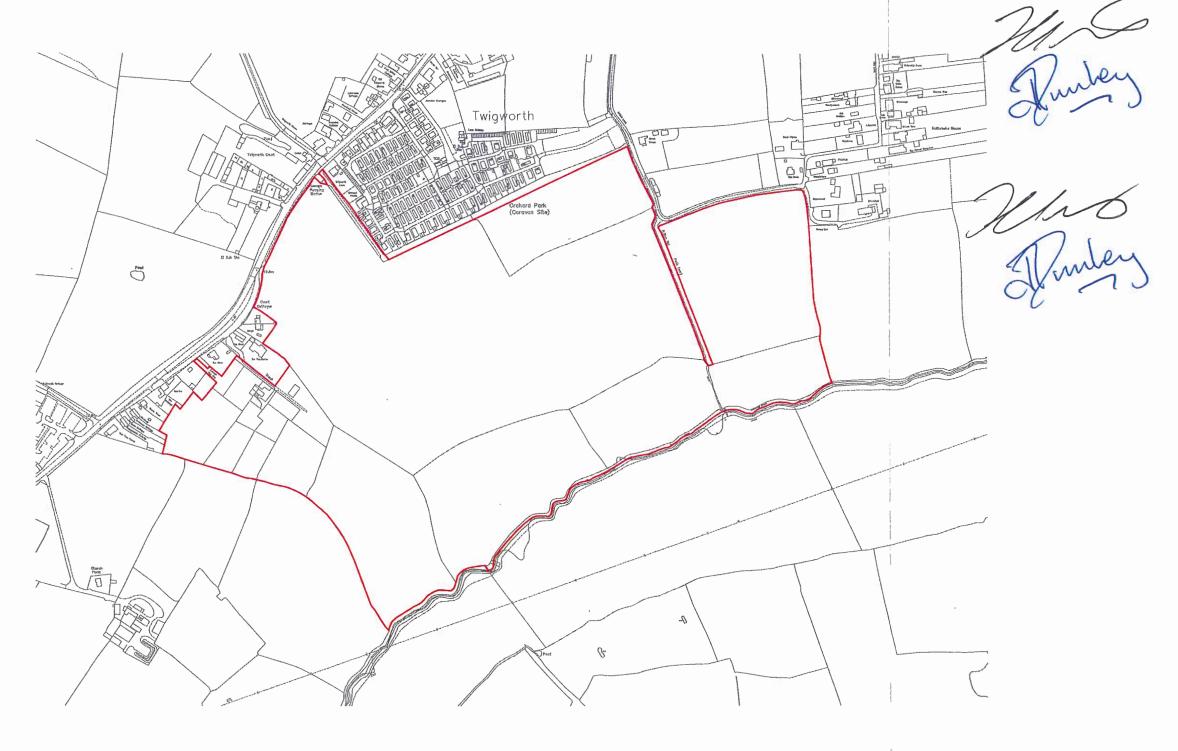
'Act'	means the Town and Country Planning Act 1990 and any		
	amendment thereof		
'Application'	means the application for outline planning permission		
	submitted to the Council for the Development and allocated		
	reference number 15/01149/OUT		
'ARM'	means approval of reserved matters for the Development		
	(or part of it) pursuant to the Planning Permission		
'the Astroturf	means the sum of Forty Five Thousand Nine Hundred and		
Contribution'	Forty Six Pounds (£45,946.00), Index Linked, to be used		
	towards improving capacity at the astroturf facility at		
	Oxstalls		
'the Blue Land'	means that part of the Land shown edged blue on the Land		
	Ownership Plan		
'Canine and Refuse	means the Dog Signage Contribution and/or the Dog		
Contributions'	Waste Bins Contribution and/or the Recycling and Refuse		
	Contribution		
'CIL Regulations'	means Regulation 122 of the Community Infrastructure		
	Levy Regulations 2010 as amended by the Community		
	Infrastructure Levy (Amendment) Regulations of 2012 and		
	2013		
'Changing Rooms and	means a 4 room changing facility with		
Community Facility'	mmunity Facility' clubhouse/community facility constructed in line with the		
	specification attached hereto as Annex 1 as approved as		
1	part of an ARM for the Phase in which it will be provided,		
	the location of which is indicatively shown on the Indicative		
	Master Plan.		
'Commencement Date'	means the date which any material operation as defined in		
	Section 56 of the Act, comprised in the Development shall		
	commence to be carried out (but excluding for the		

	avoidance of doubt operations consisting of site clearance	
	demolition work archaeological investigations for the	
	purpose of assessing ground conditions remedial work in	
	respect of any contamination or other adverse ground	
	conditions diversion and laying of services erection of any	
	temporary means of enclosure and the temporary display	
	of site notices and advertisements) and "Commence"	
	"Commenced" and "Commencement of Development" shall	
	be construed accordingly	
'Commuted Sum'	means the sum to be used toward the maintenance cost of	1000
	that part of the On Site Play and Recreation Facilities	Miss.
	referred to at paragraph 3 of the First Schedule	115
'Development'	means a mixed use development at the Land comprising	year.
	demolition of existing buildings; up to 725 dwellings and a	
	local centre of 0.33ha (A1,A2,A3,A4,A5,D1,D2 uses);	
	primary school, open space, landscaping, parking and	
	supporting infrastructure and utilities; and the creation of a	
	new vehicular access from the A38 Tewkesbury Road	
	largely in accordance with the Permission	
'Dog Signage	means the sum of Fifty Pounds (£50.00) per Ten (10)	
Contribution'	Dwellings, Index Linked, to be used toward the provision of	
	dog waste signage at the Development	
'Dog Waste Bins	means the sum of Three Hundred and Fifty Pounds	
Contribution'	(£350.00) per Forty Five (45) Dwellings, Index Linked, to	
	be used toward the provision of dog waste bins at the	
	Development	
'Dwelling'	means a dwelling built as part of the Development and the	
	phrase 'Dwellings' shall be construed accordingly	
'Formal Sports Area'	means an area for formal sports play consisting of at least	
	1.97 hectares to be delivered on the Land in a location to	
	be approved as part of a ARM application, the specification	
	of which shall be in accordance with the Fields In Trust	
	Standard(s) current at the time of submission of the	
	relevant ARM application, the location of which is	
	indicatively shown on the Indicative Master Plan and which	
	shall include one MUGA.	

'Fully Serviced'	means that road connection and all mains services and			
	drainage have been laid to the boundary of the Land			
'the Green Land'	means that part of the Land shown edged green on the			
	Land Ownership Plan			
"Index Linked"	means adjusted according to any increase occurring			
	between the date of this Deed and the date the relevant			
	payment is made by applying the All Items Index of Ret			
	Prices issued by the Office for National Statistics provid			
	that during any period where no such index exists the inde			
	that replaces the same or such index compiled in such			
	other manner as may be agreed by the Owners and the			
	Council			
'Indicative Master Plan'	means the means the illustrative master plan reference			
	number H.0355_05-1C attached at Annex 2 or as varied in			
	accordance with proposals made by the Owners and as			
	may be agreed by the Council			
'Land'	means the Blue Land and the Green Land all situate at			
	Innsworth Gloucestershire and shown for the purposes of			
	identification only edged red on the Plan			
'the Land Ownership	means the plan annexed to this Deed and marked Land			
Plan'	Ownership Plan			
'LAP'	means local areas of play which may be delivered on the			
	Land in a location approved as part of a ARM application,			
	the specification of which shall be in accordance with the			
	Fields In Trust Standard(s) current at the time of			
	submission of any ARM application for the relevant play			
	area			
'Late Payment Interest'	means a rate calculated on a daily basis and compounded			
	quarterly from the due date until payment at five per cent			
	(5%) per annum over HSBC Bank place base rate from			
	time to time in force			
'LEAP'	means an equipped play area to be delivered on the Land			
	in a location to be approved as part of a ARM application,			
	the specification of which shall be in accordance with the			
	Fields In Trust Standard(s) current at the time of			
	submission of the ARM application for the relevant			







Site Name: Twigworth	Drawing Number: TWIG.L.5	1		Deberallite
Drawing Title:	Drawn By:	24.01.2017	5cale: 1:5000@A3	Robert Hitch The Complete Development
S106 Plan	MBA	24.01.2017	113000@A3	The Manor, Boddington, Cheltenham, Glouceste Tel: 01242 680694 www.robert-hitchins.co.uk

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	equipped play area, the location of which is indicatively			
	shown on the Indicative Master Plan			
'Management	means such company (or companies) as may be formed or			
Company'	appointed by the Owners for the purpose of owning and/or			
	managing the On Site Play and Recreation Facilities			
'MUGA'	means an equipped multi-use games area, the			
	specification of which shall be in accordance with the			
	Fields In Trust Standard(s) current at the time of			
	submission of the ARM application for the equipped multi-			
	use games area.			
'Notice of	means written notification from the Owners or any one of			
Commencement'	them to the Council of the Commencement Date in			
	accordance with the provisions of this Deed			
'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 and "Occupied" shall be			
	construed accordingly			
'On Site Play and	means the Changing Rooms and Community Facility, the			
Recreation Facilities'	Formal Sports Area and such other areas of the Land in a			
	Phase as are designated to fulfil a role within the			
	Development which are available for sport, active			
1	recreation or children's play, which are of suitable size and			
	nature for their intended purpose, and are safely accessible			
7	and available for use (such use to be agreed by the			
	Council) by the general public including but not limited to			
	parks greens amenity open space sport pitches and play			
	areas generally (which play areas will include 2 LEAPs,			
	which may incorporate LAPs, if applicable) noise bunds			
	balancing ponds drainage ditches and such other			
	sustainable urban drainage features as may be appropriate			
	structural landscaping and hedgerows and areas of			
	ecological significance which are to be preserved the			
	location design layout nature extent to be submitted by the			
	Owners as part of the application for the ARM and			

	approved by the Council, each location of which is		
	indicatively shown on the Indicative Master Plan.		
"Owners"	means, together, the First Owner and the Second Owner		
'Phase'	means such part of the Development as is comprised in an		
	ARM		
'Plan'	means the plan attached to this Deed numbered TWIG.L.6		
'Planning Permission'	means planning consent granted pursuant to the		
	Application		
'Pool Contribution'	means the sum of Two Hundred and Ninety Three		
	Thousand Six Hundred and Ninety Five Pounds		
	(£293,695.00), Index Linked, to be used towards the		
	swimming pool facility at GL1 Leisure Centre, Gloucester		
Recycling and Refuse means the sum of Seventy Three Pounds (£73.00)			
Contribution'	Dwelling, Index Linked, to be used toward the cost of		
	providing refuse and recycling (general and food waste)		
	facilities for each Dwelling		
'Sports Facilities	means the Astroturf Contribution and the Pool Contribution		
Contributions'			

- (b) The Development shall be deemed to be commenced on the Commencement Date
- (c) Where the context so admits
 - (i) words of the masculine gender shall incorporate the feminine gender and words of the singular shall include the plural and vice versa and where there is more than one covenantor all oligations of such covenantors shall be joint and several
 - (ii) where reference is made to a statutory provision this includes all prior and subsequent enactments amendments and modifications relating to that provision and any sub-ordinate legislation made under it
- (d) The expressions "the Council" and "the Owners", "First Owners", "the Second Owners" and "the Third Owners" shall include their respective successors in title and assigns
- (e) All headings in this Deed are for ease of reference only and are not part of the Deed nor are they intended to be used as a guide to its interpretation
- (f) All payments in accordance with the terms of this Deed shall be exclusive of any VAT payable in respect thereof

- (g) Any phrase introduced by the terms 'including' 'include' 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words following those terms
- (h) Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

2. Statutory Provisions:

- (a) The obligations on the part of the Owners hereinafter contained are planning obligations imposed pursuant to the provisions of Section 106 of the Act which are enforceable by the Council.
- (b) Obligations hereunder shall not be enforceable against:
 - (i) owner-occupiers or tenants of individual dwellings constructed pursuant to the Planning Permission nor against those deriving title from them
 - (ii) any local authority or statutory undertaker who takes a transfer of any part of the Land in the normal course of the Development
 - (iii) a chargee (and its successors) of any Registered Provider (which expression shall mean a housing association or other body which is registered with the Homes and Communities Agency as a social landlord) or residential occupier of an Affordable Housing Unit (which expression shall mean dwellings constituting affordable housing within the meaning of Annex 2 to the National Planning Policy Framework (March 2012)) taking possession or effecting a power of sale under a charge in default
 - (iv) any person who has disposed of his interest in the Land or relevant part of it at the time a breach hereunder occurs provided always that notice has been given to the Council of the date of disposal and details of to whom the disposal has been made but without prejudice to liability for any subsisting breach arising prior to parting with such interest

3. Conditionality

(a) Save for the provisions of this clause, jurisdiction and delivery clauses and any other relevant provisions which shall come into effect immediately upon completion of this Deed, this Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development
- (b) In the event that the Application falls to be determined by Secretary of State or by an Inspector appointed by the Secretary of State (as to the whole or any part of this Deed, as appropriate), the obligations hereunder are conditional upon the Secretary of State or the Inspector appointed not stating in his report that the provisions are irrelevant or not required in order to grant Planning Permission or are not compliant with the CIL Regulations (and any provision in this Deed that the Inspector determines does not meet the policy tests set out in the CIL Regulations shall from the date of such determination not be enforced)

4. Obligations:

The Owners undertake to comply with the obligations set out in the First Schedule and the Second Schedule.

5. Notices:

Any notice to the Owners under this Deed shall be in writing signed by the Planning Manager (or the equivalent) for the time being of the Council unless otherwise herein provided and shall be deemed to be sufficiently served if sent to it by registered or recorded delivery post in the case of the Owners at the address stated at the beginning of this Deed and any notice to the Council under this Deed shall be in writing and shall be deemed to be sufficiently served if sent by registered or recorded delivery post to the Council at the address stated at the beginning of this Deed

7. Non-Waiver:

Failure by the Council at any time to enforce the provisions of this Deed or to require performance strictly or otherwise by the Owners of any of the conditions covenants agreements or obligations of this Deed or any failure or delay by the Council to exercise any act right or remedy shall not be construed as a waiver of or as creating an estoppel in connection with any such condition covenant agreement or obligation and shall not affect the validity of this Deed or any part thereof or the right of the Council to enforce any provision and any variation of this Deed agreed between the Owners and the Council shall not vitiate the remainder of this Deed which shall remain in full force and effect subject to such agreed variations

8. General:

- (a) This Deed supersedes and replaces all previous negotiations whether oral or written
- (b) Nothing herein contained excludes the liability of any of the parties in relation to fraud
- (c) This Deed shall be determined and have no further effect if the Planning Permission;
 - (i) expires before implementation of the Planning Permission as defined in Section 56 of the Act;
 - (iii) is quashed following a successful legal challenge to that effect;
 - (iv) (without the consent of the Owner) is modified by any statutory procedure; or
 - (v) development of the Land is undertaken pursuant to another planning permission granted after the date of this Deed insofar as it has not already been complied with or should have been complied with

9. Indemnity:

Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed

10. Warranty:

The Owners warrant that they have not mortgaged charged or otherwise created any interest (legal or equitable) in those parts of the Land in their respective ownerships or any part thereof which would adversely affect the enforceability of this Deed other than as shown on the registers of title referred to in the Third Schedule or disclosed prior to the date of this Deed

11. Contract (Rights of Third Parties) Act 1999:

It is not intended that any third party shall have a right to enforce the terms of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999 even if the terms are expressed to be for their benefit and nor shall any such third party have a right of veto over any future variations of this Deed

12. Effect of invalidity illegality or enforceability:

If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

13. Indexation and Late Payment Interest:

- (a) If any sum payable under the terms of this Deed is not paid at the time specified herein the Owners shall pay to the Council Late Payment Interest on such sum from the due date for payment to the date of payment
- (b) Any contribution referred to in this Deed (or part thereof where paid in instalments) shall be increased or decreased by an amount equivalent to the increase or decrease in the Index from the date hereof until the date on which such sum is payable

14. Notice of Commencement:

- (a) The Owners undertake that:
 - (i) they will write to the Council no less than twenty eight (28) days before the Owners expect Commencement of the Development to occur notifying the Council of the expected Commencement Date;
 - (ii) within 7(seven) day of the actual Commencement Date the Owners will serve on the Council the Notice of Commencement
 - (iii) they will give written notice to the Council of the date of first Occupation of the 1st, 270th, 300th, 350th, 450th and 600th Dwellings respectively
- (b) The Owners acknowledge that the Council is at liberty to elect a date which it considers to be the Commencement Date in default of the Owners' compliance with sub-clause 14(a) (i) and 14(a) (ii) above

15. Change in ownership

The Owners undertake to give the Council written notice within 10 working days of any change in ownership of any of its interests in the Land (save for any transfer or lease in respect of any Dwelling) such notice to give details of the transferee's or lessee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased or sold by reference to a plan

16. Jurisdiction:

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales

17. Consent to Registration:

The Owners hereby consent to the registration of this Deed as a Local Land Charge and as a notice against their respective titles as set out in the Third Schedule

FIRST SCHEDULE

On Site Play and Recreation Facilities Provision

- 1. With each submission of an ARM the Owners shall provide to the Council for approval:
 - 1.1 A scheme for the provision of On Site Play and Recreation Facilities in respect of that Phase ("the Open Space Scheme") such scheme to include details of how the On Site Play and Recreation Facilities are to be laid out and equipped to at least the standard of 'Planning and Design for Outdoor Sport and Play' published by Fields In Trust and applicable as at the date of the relevant ARM) or such other standard as the Council may agree
 - 1.2 A scheme of ongoing maintenance for the On Site Play and Recreation Facilities (including details of the maintenance programme and the funding arrangements for the same) which will be put in place to ensure the long term management and maintenance of the relevant Phase to a standard which is at least as high as the standard to which the Council would maintain public open space owned or managed by it ('the Management Plan')
- 2. Following the implementation of an ARM for the relevant Phase:
 - 2.1 where the location of the On Site Play and Recreation Facilities within the relevant Phase and the layout of the Development within that Phase permits, the Owners shall construct and lay out such parts of the On Site Play and Recreation Facilities within that Phase (which have been first approved by the Council pursuant to paragraph 1) as can be safely completed and made available for use by the general public as soon as practical, having regard to the timing and nature of construction works to be undertaken within that Phase; and
 - 2.2 the relevant Phase of the On Site Play and Recreation Facilities which has been approved by the Council pursuant to paragraph 1 shall be constructed and/or laid out by the Owners as appropriate in accordance with the conditions of the Planning Permission, the ARM and the Open Space Scheme and in any event prior to the end of the planting season following completion of the relevant Phase; and
 - 2.3 on completion of the works referred to in Paragraph 2.2 above the Owners shall give the Council notice of that fact and shall request the

Council confirms on inspection whether such Phase of the On Site Play and Recreation Facilities has been satisfactorily completed in accordance with the conditions of the Planning Permission and the ARM and if so, request the Council issues certification of the same to the Owners ('the On Site Play and Recreation Facilities Certificate')

- As soon as reasonable practicable following any On Site Play and Recreation Facilities Certificate and to secure the on-going delivery of the Management Plan relevant to the particular Phase the Owners may serve on the Council one or more notices in writing proposing that the future ownership of the On Site Play and Recreation Facilities the subject of the said On Site Play and Recreation Facilities Certificate should be vested in:
 - 3.1 the Council (subject to compliance with Paragraph 4 below); or
 - 3.2 a Management Company (subject to compliance with Paragraph 5 below); or
 - any other person (subject to compliance with Paragraph 6 below)
- If the Owners propose that the On Site Play and Recreation Facilities referred to in paragraph 3 above be vested in the Council and agrees to the Council's calculation of the Commuted Sum it shall, subject to first receiving written confirmation from the Council that the Council agrees to take a transfer of the On Site Play and Recreation Facilities in accordance with clause 4.3;
 - 4.1 carry out remedial works (if any) as soon as reasonably practicable following receipt (within 20 working days (which shall mean days on which the principal offices of the Council are open to the public) of the Council's inspection of the On Site Play and Recreation Facilities) of any written notification from the Council of such remedial works provided that the Council's said inspection took place within one month of receiving written notification form the Owners pursuant to clause 2.3 and in the event that no written notification is received by the Owner within the aforementioned 20 working day period, it shall be deemed that no remedial works shall be required and that the On Site Play and Recreation Facilities Certificate shall be deemed to have been issued;

- 4.2 pay to the Council the Commuted Sum, Index Linked, on the date the said On Site Play and Recreation Facilities are transferred to the Council in accordance with paragraph 4.3 below;
- 4.3 transfer the said On Site Play and Recreation Facilities within 3 months from the date of (or deemed date of) the On Site Play and Recreational Facilities Certificate
- In the event that the Owners decide that they or another person or entity not being a public authority or statutory undertaker will manage or procure the management of the On Site Play and Recreation Facilities referred to in paragraph 3, the Owners will insure and maintain or procure the insurance and maintenance of the On Site Play and Recreation Facilities in perpetuity in accordance with said Management Plan
- If at the expiration of six months from the date of a On Site Play and Recreation Facilities Certificate there is any part or parts of the On Site Play and Recreation Facilities in respect of which Owners have not concluded an agreement or transfer with the Council pursuant to Paragraph 4 or a Management Company pursuant to paragraph 5 above the Owners shall be deemed to have proposed that the same remain vested in the Owners and the Owners shall insure and maintain or procure the insurance and maintenance of the On Site Play and Recreation Facilities in perpetuity in accordance with the said Management Plan.

SECOND SCHEDULE

1. Contributions

- 1.1 To pay 50% of the Sports Facilities Contributions to the Council prior to the first Occupation of the 300th Dwelling and the remaining 50% of the Sports Facilities Contributions to the Council prior to the first Occupation of the 600th Dwelling.
- 1.2 To pay the Canine and Refuse Contributions to the Council in 3 equal instalments on or before:
 - 1.2.1 the first Occupation of the first Dwelling;
 - 1.2.2 the first Occupation of the 270th Dwelling; and
 - 1.2.3 the first Occupation of the 450th Dwelling.

2. MUGA

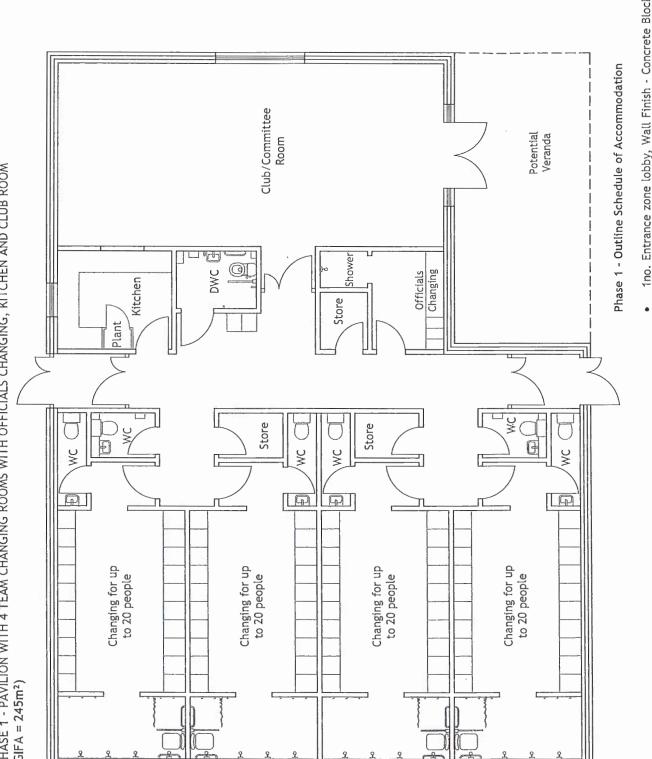
To construct the MUGA such that it is in a suitable and playable condition to the written satisfaction of the Council prior to the date of first Occupation of the 350th Dwelling

2. Changing Facilities

To construct the Changing Rooms and Community Facility such that a building control completion certificate in respect of the Changing Rooms and Community Facility is issued prior to the date of first Occupation of the 350th Dwelling and also to ensure that the Formal Sports Area associated with the Changing Rooms and Community Facility is in a playable condition to the written satisfaction of the Council prior to the date of first Occupation of the 350th Dwelling.

THIRD SCHEDULE Land Ownership

TITLE NUMBER	TYPE OF INTEREST	REGISTERED PROPRIETOR	IDENTIFYING AREA
GR298992	Freehold	the First Owner	the Blue Land
GR367399	Freehold	the Second Owner	the Green Land



PHASE 1 - PAVILION WITH 4 TEAM CHANGING ROOMS WITH OFFICIALS CHANGING, KITCHEN AND CLUB ROOM (GIFA = $245m^2$)

- 1no. Entrance zone lobby, Wall Finish Concrete Block, Floor Finish Concrete, Ceiling Finish Emulsion Paint.

- no. Corridor with 2no. wider locker units (1no. full height), Wall Finish Concrete Block, Floor Finish Concrete, Ceiling Finish Emulsion Paint.
 4no. Changing rooms with seating for up to 20 people each with 1no. WC each, Wall Finish Concrete Block, Floor Finish Concrete, Ceiling Finish Emulsion Paint.
 4no. Shower rooms each with 4no. shower places, 1no. Doc M drop down seat package, curtain and towel hooks, Wall Finish Concrete, Ceiling Finish Bmulsion Paint.
 2no. Unisex toilets with hand basin, handrier and WC (1no. with ambulant Doc M pack), Wall Finish Emulsion Paint.
 1no. Kitchen and worktops, base and wall units, sink and drainer unit. Compliant roller hatch to club room. Wall Finish Concrete Block, Floor Finish Concrete, Ceiling Finish Emulsion Paint.
 1no. Officials changing room with seating for 3 people with fixed bench, 2no. locker units (incl. 1no. wider full height unit) and built-in shower enclosure. Wall Finish Concrete Block, Floor Finish Concrete, Ceiling Finish Emulsion Paint.
 1no. unisex accessible toilet with Doc M pack, Wall Finish Concrete Block, Floor Finish Concrete, Ceiling Finish Emulsion Paint.
 1no. Club committee room, Wall Finish Emulsion Paint, Floor Finish No-slip Vinyl, Ceiling Finish Emulsion Paint.
 1no. Cleaners store with Belfast sink and shelving.
 1no. Cleaners store with Belfast sink and shelving.

Robert Hitchins 1:100@A3 09.06.2017 TWIG.CRD.01 MBA Changing Rooms Design - Phase 1 Twigworth



LAND AT TWIGWORTH - INDICATIVE MASTERPLAN Pegasus Urban Design

| T 01285 641717 | F 01285 642348 | www.pegasuspg.co.uk | Team: MCC/CT | 26 JULY 2013 | 1:5000 @ A3 | drwg: H.0355_05-1C | Client: ROBERT HITCHINS LTD. |

IN WITNESS whereof the parties hereto have caused this Deed to be executed the day and year first before written

THE COMMON SEAL of

ROBERT HITCHINS LIMITED

was hereunto affixed

in the presence of:-

Director:

Secretary:

THE COMMON SEAL of BODDINGTON ESTATES LIMITED

was hereunto affixed in the presence of:-

Director

Secretary: