

MINUTES OF THE MEETING OF DEDDINGTON PARISH COUNCIL HELD ON 25TH JUNE 1986

Present: Councillor Hayward (Chairman), Councillors Cole, Garrett, Marmion, O'Neill and Webber.

Apologies for absence were submitted on behalf of Councillors Fenemore (absent on Council business), Garvey and Stevens.

1. Minutes of the Annual Meeting of the Council held on 21st May 1986, which had been previously circulated, were confirmed as a true record and signed by the Chairman.

2. Matters arising from the Minutes

The Stonepit, Hempton Road A letter from W. J. Welford and Sons Limited, which stated that the firm had never had any intention of using the rubble, was reported and RESOLVED that a copy of this letter be sent to the Chief Planning and Development Officer. It was noted that the rubble had been almost cleared from the site.

Manor Farmhouse A letter from the Chief Planning and Development Officer was reported, which stated, inter alia, that it was proposed to re-survey the listed buildings in Deddington shortly, and RESOLVED that the listing of the building in its courtyard setting be asked for.

Election The Chairman reported informally that four candidates had been nominated for the four vacancies and that they would be formally elected on 10th July.

4. Items of correspondence

Clean up Britain A letter was reported from Mr. Cresswell on the subject and RESOLVED that Deddington News be asked to publicise the need to keep the Parish clean and tidy.

Cemetery A letter was reported from Mrs. Adkins on the dandelions and weeds in the Cemetery and RESOLVED that the contractor be reminded of his liability to keep the ground weed-free. The Chairman undertook to speak to the contractor.

Sewage Treatment Works A letter from Thames Water stated that the Authority considered that the present works were adequate for the current needs of the Parish.

Planning appeal An appeal against the refusal of the Planning Authority to permit a dwellinghouse at Duns Tew Road, Hempton, to which the Council had had no objection, was reported.

Sundry items Details of musical events in Oxford, RAF Upper Heyford newsletter, street furniture literature, and ORRC newsletter were reported.

5. B4031 - proposed weight restriction A copy of a letter from the County Surveyor and Engineer to Mr. Berridge, which stated that Oxfordshire and Northamptonshire County Councils proposed to implement a weight restriction between Aynho and Deddington but not this year. RESOLVED that Mr. Berridge be thanked for his efforts.

6. OALC RESOLVED that no action be taken on renewing membership of the Association.

7. Local bus services It was reported that it was now proposed to continue the Banbury to Oxford service and Banbury and Aynho/North Aston service as commercial ventures. This was noted with relief but the need to use the services was stressed.

8. Windmill Centre

Lessees It was noted that Group Captain D.G.L. Heywood (Retired) had not yet agreed to become a lessee and the matter was deferred until the next meeting.

Northern boundary A letter from the owner of Crouch View asked whether he could acquire the strip of land between his garden and the tennis courts. RESOLVED that the adjoining owners be asked their views and that the financial working group and committee be also informed.

8. Windmill Centre (continued)

Western boundary The Clerk stated that the Council owned land immediately to the south of the Playgroup land was not well defined and it appeared that the adjoining owner was occupying part of it. RESOLVED that the boundaries be staked out by the Chairman, Councillor Garrett and the Clerk and that the adjoining owner be asked if he wished to occupy it on a purely temporary basis for a nominal rent.

Progress report The Clerk reported that the new hall had been successful in the ORRC Village Ventures Competition and that the Vice-chairman was attending the presentations that evening.

9. Planning applications

Advertisement flags at Hempton Road No objections.

The Grove (Revised plans) The same objections were made as to the original plans, with the addition that it was considered that the access to A423 was at a dangerous point for elderly pedestrians to cross the Trunk Road, and concern was felt at applications for sheltered housing being used as a lever for other housing development.

10. Accounts for payment were passed as follows:-

Cherwell District Council	Loan repayment - Windmill	£1263. 35
Arthur Collin Limited	Key cabinet, Windmill	44. 85
P. A. Franklin and Sons	Repairs to Cemetery gate	68. 80
Denis Rawlins Limited	Cleaner, Windmill	85. 45
RGS Landscapes	Grass cutting	83. 95
Southern Electricity	Street lighting repairs	88. 30
B. Bond	Supervision, Windmill	125. 00
A. Gardner	Salary and expenses	215. 37
D. Pritchard	Wages - Town Hall	6. 50

11. RESOLVED that owing to the confidential nature of the next business, the press and public be excluded.

12. Windmill Centre

Mr. Middleditch A letter was reported which asked for the balance of his fees, amounting to £2296.66, to be paid. RESOLVED that Mr. Middleditch be advised that the Council were still awaiting advice from their solicitor and, that the solicitor be asked for an early reply to the Clerk's letter of 28th July last.

Financial working group report A report from the group was considered and a copy is given as an appendix to these minutes. Arising therefrom, RESOLVED that:-

Costs the up-dated report be noted;

Grants the action of the Clerk in submitting the application be noted;

Litigation the reply of the solicitor be awaited before any action is decided upon;

Condensation problem this be noted with the proviso that no cost fall upon the Council by the defects;

Phase II the decision of the District Council on 31st July be awaited with interest;

Composition of group the group be reminded of their position vis-a-vis the Council and that copies of the notes of all meetings be requested for retention by the Clerk.

The Meeting closed at 9.20 p.m.



Chairman

PHASE I

(a) Costs

In the summary of costs submitted by the FWG to the Parish Council on 31st October 1985, we stated that the forecast sum payable to Rockwell Developments Ltd. on completion of the new design building would be £24035. In addition to this there would be a further sum of £4200 due for "abortive work" deferred until Phase II i.e. the sum payable to RDL by the PC would be £28235. In addition to this there was an allowable charge by RDL for £845 of additional craneage work by BISON which the PC have since recovered from Hansford Durley's fees because it was caused by their error in specification. This means that RDL costs were forecast as £29080 in total.

A copy of RDL's application for payment Number 4a dated 24th February is enclosed (1). It can be seen that they acknowledge receipt of stage payments to the sum of £22489.75 against the work in their Financial Summary which they claim amounts to £26419.00 plus the £4200 deferred to Phase II i.e. a total of £30,619.

The FWG agree the claimed additions and omissions in RDL's Financial Summary with the exception of:-

Item 5

We contend this figure should be reduced by;-

- o firstly - £2370 - representing that element of Nullifire Paint costs we are not prepared to pay out of a total of £4370. Under the exceptional circumstances we have agreed that the PC sum of £1000 was inadequate and that we are prepared to pay £2000.
- o secondly - £800 representing an item for fixing roof beams in the original bill of quantities which was no longer required when we changed to a steel frame building.
- o thirdly - the addition of £586 on page (2) of Financial Summary for fixing roof beams is a negotiating ploy by RDL to counter the claim for £800 above.

Item 37

We dispute the costs and would like to see a reduction of about £90. We are not optimistic that we shall be able to prove it though.

Item 55

Work carried out for Builder's benefit. The £20 cost should be deleted.

The savings from the above items amount to £3866. Taking into account the stage payments that have been paid this means that the situation is as follows:

	FWG's Forecast of RDL costs at 31.10.85	Claim made by RDL 24.2.86	FWG assessment of costs due to RDL
GROSS COSTS	29080.00	30619.00	26753.00
Less Stage Payments	<u>22489.75</u>	<u>22489.75</u>	<u>22489.75</u>
GROSS Balance Due	6590.25	8129.25	4263.25
Deferred Phase II	<u>4200.00</u>	<u>4200.00</u>	<u>4200.00</u>
NET amount due to RDL now	<u>2390.25</u>	<u>3929.25</u>	<u>63.25</u>

The FWG Chairman's letter of 10th March 1986 to Rockwell Development is enclosed (2) and may further amplify these points. We have not received a formal reply although the Chairman has held several telephone conversations with Mr. Walliker. Not surprisingly, Mr. Walliker does not wish to agree our figures. We have not pressed the point while there was any danger that he would not complete rectification of items on the Builders List and/or withhold payment from Mr. Martin Weatherhead (£1500). However, as he has paid Mr. Weatherhead and completion of the outstanding work is progressing, we can now bring pressure to bear for a final and agreed statement which reflects our position.

It should be borne in mind that Bills of Quantities priced in 1983 have been used as a basis for establishing RDL's entitlement to variations. They do not form part of the Contract Documents and so the outcome is dependent on negotiation. The actual savings may therefore be less than indicated above.

In Summary, the FWG are confident that the costs of Phase I relating to RDL will be less than that forecast when the £22410 Mortgage was obtained from the CDC. The exact figure is yet to be finally negotiated but could be a saving of as much as £2327 representing the difference between the Forecast Gross Cost of £29080 on 31.10.85 and the FWG current estimate of Gross Cost of £26753.

(b) Grants

The Parish Council will also recall that an application was made for a CDC grant of £12750 last September. In the event we received an interim grant of £3625 and a recommendation to reapply in the next (this) Financial Year. It is recommended that the Clerk to the Council writes to the CDC Treasurer and reminds him that we wish our Grant Application to be considered at the next review in July for the balance of £9125. It would also be prudent to remind him that our grant application had been made in exceptional circumstances.

(c) Litigation

The FWG note that no action has been taken to establish the case for litigation against Mr. Middleditch. In view of the potential recovery of some £22000 for additional expenditure incurred by the need to change architects, we strongly recommend that the PC proceeds in this matter.

(d) Condensation Problem

This has not yet been solved. The contractors now plan to install ventilation ports in the roof. It is hoped that this will effect a cure. More importantly, it will be de facto recognition that there is a problem and liability lies with the contractors.

PHASE II

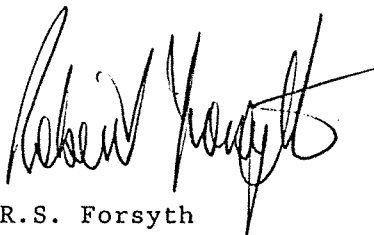
A copy of the Chairman's memorandum to FWG members of 13th March 1986, a copy of RDL's letter of 14th March, and Johnson and Gaunt's letters of 19th March and 1st April to RDL's solicitors are enclosed (3) (4) (5) (6). These papers fully explain the terms of the option to purchase. We would confidently expect a reduction in the list of costs and hence a further increase in the lump sum available to the Parish. The incentive to RDL to achieve the savings is that they will also receive benefit in the way of additional profit. The figures have been agreed in principle by the District Valuer.

We understand that the DOE structure Plan is now being considered by the CDC and that they are finalising the detail. We would expect a firm indication of whether Phase II will be allowed to proceed through planning in July; albeit the final agreement may not be until the autumn.

FWG Composition and Minutes of Meeting

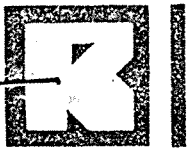
Mr. Cole will be very welcome on the FWG and he will be advised of future meeting dates. The Chairman will arrange for him to be brought up to date on the details of where the Project currently stands. Mrs. Robinson is willing to continue to serve on the Group.

When the FWG was first formed and we discussed our Modus Operandi, it was agreed that as we were an action working group and not a standing committee we would avoid excessive bureaucracy and formality in order to be able to move quickly when required. In particular we agreed not to keep minutes because no one had the time and we anticipated, in any case, that our agreed actions and recommendations would be contained in a number of formal reports to the Parish Council. This procedure has worked well. In addition, both Mr. Broadbent, Mrs. Robinson and myself have extensive files on all correspondence and notes and the Chairman has issued memoranda from time to time to members of the FWG recording some of the more important activities. We are, therefore, confident that we have a full record of our proceedings to date. Should the Parish Council wish to appoint a formal secretary from now on, then we are sure that this will be fully acceptable to the other FWG members.



R.S. Forsyth
Chairman.

1st June 1986



rockwell

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DEVELOPMENTS LTD

DIRECTORS:

M. E. WALLIKER F.R.I.C.S. A.I.Q.S.

R. F. REEVES,

K. ALDERSLEY

5 MURDOCK ROAD
BICESTER
OXON OX6 7PP
TEL: BICESTER (0869) 242931
(3 lines)
(Registered Office)

Our Ref: TTB/SA/4187

Deddington Parish Council
The Stile House,
Deddington,
Oxon.

24th February 1986

For the attention of: Commander R. Forsythe

Dear Sir,

Re: Windmill Community Centre - Deddington

Revised application for payment No. 4a dated 24th February 1986.

To carrying out works extra to contract	26419.00
Less previous payments received.	<u>22489.75</u>
Total this application.	<u><u>£3929.25</u></u>

VAT: Zero rated.

This application does not include the extra costs pending the outcome of Phase II which amount to £4200.00.

Yours faithfully,

T.T. Biswell
Surveyor

24th February 1986

Accepted when shown otherwise. R. 27/5/86

WINDMILL COMMUNITY CENTRE

FINANCIAL SUMMARY

OMISSIONS

ADDITIONS

1. Contingency sum - Not required		
2. Hardcore depths		2140.00 ✓
3. Precast floor		1200.00 ✓
4. Mesh reinforcements		1042.00 ✓
5. Steel framed building		9543.00 × R
6. Ironmongery Actual = 929.00 - 500.00 = extra of		429.00 ✓
7. Ironmongery extra fixing		138.00 ✓
8. 4mm Toughened glazing		775.00 ✓
9. Concrete staircase		1050.00 ✓
10. Granolithic flooring		500.00 ✓
11. Floor screeds-saving on pavings in entrance hall (200-140)		60.00 ✓
12. Louvred panels Actual (see sheet)		789.00 ✓
13. Windows		400.00 ✓
14. Drainage		40.00 ✓
15. Additional floor area		350.00 ✓
16. Bradley floor		200.00 ✓
17. Rockwell costs		450.00 ✓
18. Fair faced blocks		778.00 ✓
19. Lintels		200.00 ✓
20. Joists to viewing balcony		172.00 ✓
21. Roof access		30.00 ✓
22. Heating P.C. (5100.00) Actual (7188.57)		2089.00 ✓
23. Window cills	40.00	- -
24. Balustrading	539.00	- -
25. Fire doors		150.00 ✓
26. Kitchen doors		140.00 ✓
27. Entrance doors		150.00 ✓
28. Sanitary ware		50.00 ✓
29. Handrail to staircase		50.00 ✓
30. Reduce car park specification	1620.00	- -
31. Electrical actual quote £4878.00*		1778.00 ✓
32. Hardstanding for Bison floors - agreed		100.00 ✓
33. Saving for using galvanised wall ties in lieu of stainless steel	21.00	- -
34. Granwood flooring		3500.00 ✓
35. Ramp		45.00 ✓
36. Bison - return visit charges		845.00 ✓
37. Gas main & meter box housing	74.00	- -
38. Facing bricks - extra cost		315.00 ✓
39. Electricity, Water, Telecom	369.00	- -
40. Fire fighting equipment p.c. sum	1500.00	- -
41. Kitchen Unit	100.00	- -
42. W.C. Partitions adjustment of p.c. sum		486.00 ✓
43. Increase specification of D12 & D14		28.00 ✓
44. Bee Group extras		549.00 × R
45. Ceiling panel repair - saving	616.00	- -
46. Duct for extract fans including terminal		140.00 ✓
47. Air bricks to first floor stores		175.00 ✓
48. Capping to stairwell wall		14.00 ✓
49. Cabin hooks and posts to external doors		141.00 ✓
50. Lowering serving hatch to suit worktop		20.00 ✓

Cont.

(2).

24th February 1986

	<u>OMISSIONS</u>	<u>ADDITIONS</u>
51. Reposition matwell		46.00
52. Fascia board		25.00
53. Timber soffite		16.00
54. Change door closer		7.00
55. Upstand to urinal		20.00 X
56. Ramps at exit doors		70.00
	4879.00	31235.00
		4879.00
		26356.00

Adjustments re. letter 24.2.86

Laminated beams		586.00 X
Rockwell costs	450.00	
Duct for extract fans	34.00	
Cabin hooks and posts	39.00	
	523.00	26942.00
		523.00
		26419.00

Items Pending outcome of Phase II

Increased costs	2000.00	
Site Agent	1500.00	
Setting out	250.00	
Abortive foundations	450.00	
		4200.00
		£30619.00
		£30619.00

RSF
The Stile House
Deddington,
Oxford.

(2)

Rockwell Developments Limited,
5 Murdock Road,
Bicester,
Oxon, OX6 7PP.

Attention Mr. T. Biswell

10th March 1986

Dear Mr. Biswell,

Thank you for your letter of 24th February.

Item 5 Steel Framed Building

- a. Nullifire Your comments are noted but are not accepted for several reasons.

Firstly; it is the responsibility of any Contractor to convert a PC sum into a quotation as soon as possible unless he has the formal agreement of the other party to proceed on a cost plus basis. You did not have our agreement so to do. Furthermore we advised you on each occasion of being told of the increased costs that we had no financial cover.

Secondly; it was your responsibility to establish the conditions in which paint should be applied and the method of doing so. Had you sought the formal advice of the supplier before purchasing the paint you would have been able to make an assessment of the problems and costs and we would have then been in a position to make informed decisions.

Lastly; the condensation problem inside the roof has nothing at all to do with painting the steel frame. As an experienced contractor we would expect you to have been immediately conscious of the fact that a cold steel frame in an unfinished building in late autumn would be subject to condensation whatever type of roof was fitted. Indeed, had the hall been fully plastered as originally hoped, the water vapour in the atmosphere would have been even higher.

Under the circumstance we consider £2000 to be a fair, if not generous, offer for this item.

- b. Beams The Bill of quantities was used as a basis for agreement and as such represented the various work packages and costs involved. Any significant variation should therefore have the mutual agreement of both parties. At the time of contract the only change we were aware of - but had not been given full details of - was that the cost of supply of beams from Crendon Timbers had increased

Continued/

Rockwell Developments Limited,
Attention Mr. T. Biswell

10th March 1986

from the original quotation of £8332. We were not advised of any proposed change in the cost of fixing the beams (£800) or fixing the boarding (£1386) until receipt of your recent letter in which you state that, had we proceeded with the original design, then Rockwell would have carried out both activities as direct labour for £1386. As you have subcontracted all other major activities, and in view of the difficulty of the tasks, we find this comment surprising. However, even if you were proposing to do this work as direct labour we would have wished to have had some discussion with you over the cost, particularly in view of the high cost of crane hire that has been so strongly made by you on several occasions. Your further comments on this matter would be appreciated.

Item 17 Noted. We would point out that there is no reason to believe Phase II may not occur. The Parish Council have recently turned down a planning application by Mercantile Credit for 52 houses on the Hempton Road because it is the PC's intention to give preference to the Windmill site before other schemes are considered. It has always been clearly understood that it might be as much as 12-18 months before planning permission could be granted.

Item 37 Gas Main Now that we have your breakdown figures we see that the increased cost (decreased omission) is due to our 50% share of the claimed cost of connecting up the gas main. This has risen from £90 (provisional) to £338.74 labour + material. We believe you should challenge the subcontractor on these costs as they appear to be exorbitant.

Item 44 Bee Group

Sub Item 1 The plumbing to the washrooms and toilets as presently fitted is not in accordance with specification and has required less material and labour than the specification required. Your subcontractor is not only claiming for work not carried out but the work he has done (incorrectly) prevents the Cisterniser controls to the Gentleman's toilets from working at all. We are only willing to pay for this item when you have completed the following tasks:-

- (a) Provide separate and labelled drinking water taps connected to the cold water mains in the Gentlemen's and Ladies' washrooms
- (b) Provide cold water supplies to the washbasins in the Gentlemen's and Ladies' washrooms connected to the cold water header tank
- (c) Demonstrate that the cisterniser for the Gentlemen's toilet is functioning correctly as designed.

Sub Item 4 Noted and accepted

Sub Item 5 Noted but we believe Bee Group are overcharging you. We would ask you to challenge this figure.

Sub Item 6 Your comments are noted. The implication is that neither the plumber or the electrical subcontractors had been asked to quote for connecting up to the control system. This seems somewhat unusual. We would appreciate a photo copy of both quotations to resolve this point.

Continued/

Rockwell Developments Limited,
Attention Mr. T. Biswell

10th March 1986

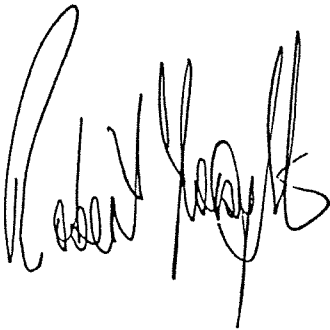
Items 46, 47, 49 Noted and accepted albeit 47 and 49 are still higher than other contractors would charge.

Item 55 Upstand This work was not carried out at the request of the Architect. He gave his permission on the grounds that if Rockwell wished to save themselves money by not breaking up the floor slab then he (the architect) would not object to an upstand.

We do not understand your concluding comment regarding Items 51 and 56. Who is the third party you cannot accept payment from?

Your further comments will be required in order to reach agreement on the financial summary.

Yours sincerely,



R.S. Forsyth

TO: M. Robinson
M. O'Neil
R. Broadbent
R. Rose

FROM: R. S. Forsyth

13th March 1986

PHASE II - IMPROVED OFFER BY R.D. LTD.

I have now had several conversations with Mr. Walliker and he has also spoken with Mr. Sandy Grey - OCC Valuation Officer - who has, in turn, talked with Mary Robinson. As a result of these activities:

- Mr. Walliker is prepared to improve his offer to £115,000 per acre and proceed on the original basis - i.e. he provides a "turn-key" deal.
- OCC now agree that £115,000 is a fair price and have given approval in principle to Mr. Walliker's explanation of Direct and Indirect Costs.

Further to the above, we understand from Peter Green at CDC that the Rural structure plan is being discussed at Cherwell now and that "CDC will be in a position to consider planning applications such as the Windmill site within two months".

As a consequence of this I met Mr. Walliker on Wednesday 12th and talked through the terms of an option that he would like to receive by the end of Friday 21st March. This is his milestone for proceeding (or not) with the access road to the playing field. The result of our discussions was that I indicated that we could now offer him an option which would include the following terms:-

- Gross value of land is £115,000 per acre.
- Area of land to be conveyed on exchange for the new playing field on Mr. Bishop's existing field will be in the order of 3.5 acres.
- R.D. Ltd. will carry out all negotiations with third parties and sub-contractors.
- R.D. Ltd.'s Direct and Indirect costs are as on the enclosed statement. Any reduction in those costs will be shared equally between R.D. Ltd. and Deddington P.C.
- No formal agreement will be entered into by Deddington P.C. unless £50,000 net accrues to the P.C. when all other considerations have been accounted/paid for.
- The new playing field will be constructed and ready for use by Autumn 1987 in accordance with a specification to be formally agreed in line with previous discussions and proposals on this subject.
- Any agreement will finally be subject to
 - a. Planning permission
 - b. Endorsement by the OCC Valuation Officer

In view of my departure to the USA on Sunday 16th for one week I propose that Roger Rose writes a suitable letter offering an option to purchase on these terms to R.D. Ltd.'s solicitors to be received by them by close of play Friday 21st March. Should you strongly disagree with the option offer then Mary Robinson will call a FWG meeting to discuss it.

However, I strongly recommend we go ahead on this basis. The bottom line to the PC is £90,000 when all outgoings (including the covenant payment to Mr. Seddon of OCC) have been met. There is some incentive to Walliker to reduce costs because he will get 50% of the benefits.

Please could Roger Rose prepare an appropriate letter and clear the wording with Mary Robinson and have it despatched (Mary would hand deliver to Walliker's house, I'm sure) to meet the deadline. I have given my personal assurance that we will do so!



R.S. Forsyth



rockwell

DEVELOPMENTS LTD

DIRECTORS:

M. E. WALLIKER F.R.I.C.S. A.I.Q.S.
R. F. REEVES,
K. ALDERSLEY

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TEL: BICESTER (0869) 242931
(3 lines)
(Registered Office)

4

Our Ref: MEW/SA

14th March 1986

List of costs involved in connection with the purchase of the green land from the Parish Council by purchasing, landscaping and fencing the blue land, providing access through the red land, fencing and abortive costs to the Community Hall; the payment to the Oxfordshire County Council for the removal of the restrictive covenant.

	<u>£'s</u>
1) Abortive work to the Community Hall as agreed under the Building Agreement.	6,589.00
2) Supplying and fixing complete a 6'0 high close boarded fence with wooden posts to two sides of the boundary to the Community Hall. Based upon a total length of 85 metres.	2,151.00
3) Cost of purchasing the blue land including option charges and solicitors fees.	125,205.00
4) Earth moving and landscaping the blue land complete.	60,994.00
5) Fencing to the blue land between the points E-F and F-G. Fencing to be 6'0" high chain link on concrete posts including all straining posts.	6,160.00
6) Outline Planning Application fees and Architects fees for same.	4,346.00
7) Additional solicitor fees in connection with contracts for green and blue land.	1,000.00
8) Cost effect on red land due to a reduction in value to 14 houses and the loss of one house for the access road.	48,000.00
9) The additional cost of constructing the estate road on the red land to a higher standard including footpaths to both sides, including the additional cost of services.	28,050.00
10) Provisional allowance for a payment to be made to the Oxfordshire County Council for the removal of the restrictive covenant at present on the blue land.	30,000.00
<u>Total Cost</u>	<u>312,495.00</u>

Continued.

NOTES

(A-C)

- (A) The above costs are based upon the assumption that planning permission will be forthcoming by the end of August 1986 and that the blue land will be ready for use by September 1987 with the ownership of the green land being conveyed to this Company by the end of September 1987.
- (B) The above also includes all bank interest charges (based upon 3% above base lending rate).
- (C) Should an overall saving be made from the above total cost then it is agreed that 50% of such saving will be added to the lump sum payable to the Parish Council.

KG/BT/ROCKWELL

JRR/JEF

19th March 1986

Messrs. Linnells,
DX 40152
BICESTER

SUBJECT TO CONTRACT.

Dear Sirs,

Deddington Parish Council and Rockwell Construction Ltd
Land at Deddington.

We understand that since your letter to us of 11th March there have been further negotiations between our clients' representatives and your client. As a result we are instructed to write to you to confirm that our clients agree to the proposed exchange of land subject to contract and upon the following terms :-

1. Our clients will exchange all or part of their land coloured green on the plan for the blue land and in addition, for equality of exchange, your clients will pay a sum of money to our clients which shall not be less than £50,000. The additional consideration will be calculated in due course by reference to the value of our clients' land at the time of completion as advised by the Valuation Officer. The value of our clients' land will be not less than its present value which is to be agreed at £115,000 per acre multiplied by the appropriate Land Prices Index. Unless the additional cash consideration is at least £50,000 net then there will be no exchange.
2. Your client is to take all steps to enable it to deduce a good title free from incumbrances of the blue land.
3. Your client will be responsible for the construction of a playing field upon the blue land in accordance with a specification to be agreed by our clients and to be completed and ready for use by Autumn 1987.
4. The exchange of land will be completed only after completion of the playing field to the satisfaction of our clients.
5. Your client will be entirely responsible for all necessary negotiations to enable the exchange date to take place including making planning applications and the cost of those applications.
6. The exchange will be subject to the grant of appropriate planning consents.

continued

7. The Deddington Football Club is to be allowed to continue to use that part of the land recently conveyed to your client for as long as they have need thereof.

8. Your client to be responsible for all costs including the Parish Council's legal and other professional fees in connection with the exchange.

Yours faithfully,

Johnson & Gaunt

SOLICITORS

Nicholas Gaunt
Roger Rose
Rodney Marsden
Timothy Lewis, LLB.

Denis Coleman
Timothy Elkins, LLB.
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ASSISTANT SOLICITORS

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TELEPHONE: (0295) 56271

Your ref: KG/CT/Rockwell

Our ref: JRR/SEF

Date: 1st April, 1986

Messrs. Linnells,
Solicitors,
DX 40152,
WIGESTER.

Dear Sirs,

SUBJECT TO CONTRACT

Re: Deddington Parish Council and Rockwell Construction

Land at Deddington

We have been asked by our clients to write to clarify one aspect of this matter which has, we understand, caused your client some concern.

Your client prepared a schedule of its costs etc. dated 14th March, 1986 a copy of that schedule is enclosed herewith. We confirm, on behalf of our clients, that those costs are agreed in principle and that any savings which may ultimately be made will be shared equally between our respective clients.

Yours faithfully,



Enc.