

DATED 21st August 2018

COUNTRYSIDE PROPERTIES (BICESTER) LIMITED

- and -

THE OXFORDSHIRE COUNTY COUNCIL

Land to the west of Oxford Road and Middleton Stoney
Road Bicester

AGREEMENT

S38 Highways Act 1980 (and
S106 Town and Country Planning Act 1990)
Spine Road Kingsmere Bicester

Nick Graham
Director of Law and Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND

EF/44416

THIS DEED OF AGREEMENT is made on the 21 day of August
Two Thousand and Eighteen

B E T W E E N:-

- (1) **THE OXFORDSHIRE COUNTY COUNCIL** ("the Council")
- (2) **COUNTRYSIDE PROPERTIES (BICESTER) LIMITED** ("the Owner")

1. **Interpretation**

In this Deed of Agreement:-

- 1.1. "the 1980 Act" means the Highways Act 1980
- 1.2. "the 1990 Act" means the Town and Country Planning Act 1990
- 1.3. "As-Built Drawings" means detailed plans and drawings showing the Works in the form in which they have actually been executed and completed which drawings shall be no less detailed than the Specification (unless the Council shall in writing otherwise agree) and where any part of the highway drainage system will pass through or will discharge onto land of a third party the route of the highway drainage system and the discharge point(s) shall be shown on the As-Built Drawings
- 1.4. "Bond (Phase 1A)" means a bond in the sum of £183,683 (being 21.6 %) of the reduced bond sum of £850,623
- 1.5. "Bond (Phase 1B)" means a bond in the sum of £35,999 (being 4.2 %) of the reduced bond sum of £850,623
- 1.6. "Bond (Phase 2)" means a bond in the sum of £426,472 (being 50.1%) of the reduced bond sum of £850,623
- 1.7. "Bond (Phase 3)" means a bond in the sum of £38,536 (being 4.5%) of the reduced bond sum of £850,623
- 1.8. "Bond (Phase 4)" means a bond in the sum of £165,933 (being 19.5%) of the reduced bond sum of £850,623

AND

"Bond" means the Bond (Phase 1A) Bond (Phase 1B) Bond (Phase 2) Bond (Phase 3) or Bond (Phase 4) as applicable

- 1.9. "Certificate of Adoption" means a certificate issued by the Council under clause 13.3
- 1.10. "Certificate of Final Completion" means a certificate issued by the Engineer under clause 13.1
- 1.11. "Certificate of Practical Completion" means a certificate issued by the Engineer under clause 12.1
- 1.12. "Commuted Sum (Phase 1A)" means the sum of £177,053.44 Index-Linked toward future maintenance of the Roads
- 1.13. "Commuted Sum (Phase 1B)" means the sum of £17,961.66 Index-Linked toward future maintenance of the Roads
- 1.14. "Commuted Sum (Phase 2)" means the sum of £17,691.11 Index-Linked toward future maintenance of the Roads
- 1.15. "Commuted Sum (Phase 3)" means the sum of £94,307.66 Index-Linked toward future maintenance of the Roads
- 1.16. "Commuted Sum (Phase 4)" means the sum of £0.00
- 1.17. Commuted Sum Drainage Infrastructure means the sum of £21,792.60 Index-Linked toward future maintenance of the Infrastructure Drainage
AND
"Commuted Sum" means the Commuted Sum (Phase 1A) and/or the Commuted Sum (Phase 1B) and/or the Commuted Sum (Phase 2) and/or the Commuted Sum (Phase 3) and/or Commuted Sum Drainage Infrastructure as applicable
- 1.18. "the Council" means the said Oxfordshire County Council whose principal office is at County Hall New Road Oxford OX1 1ND and any successor to its statutory functions as highway authority street works authority or county planning authority and any duly appointed employee or agent of the Council or such successor

- 1.19. "Drawing Phase 1A" means the drawing numbered 1903-S38-104 L annexed to this Deed
- 1.20. "Drawing Phase 1B" means the drawing numbered 1903-S38-115 F annexed to this Deed
- 1.21. "Drawing Phase 2" means the drawing numbered 1903-S38-106 H and 1903-S38-107 H annexed to this Deed
- 1.22. "Drawing Phase 3" means the drawing numbered 1903-S38-110 H and 1903-S38-111 H annexed to this Deed
- 1.23. "Drawing Phase 4" means the drawing numbered 1903-S38-112 H, 1903-S38-113 J and 1903-S38-114 H annexed to this Deed

AND

"The Drawing" means Drawing (Phase 1A) Drawing (Phase 1B) Drawing (Phase 2) Drawing (Phase 3) or Drawing (Phase 4) as applicable

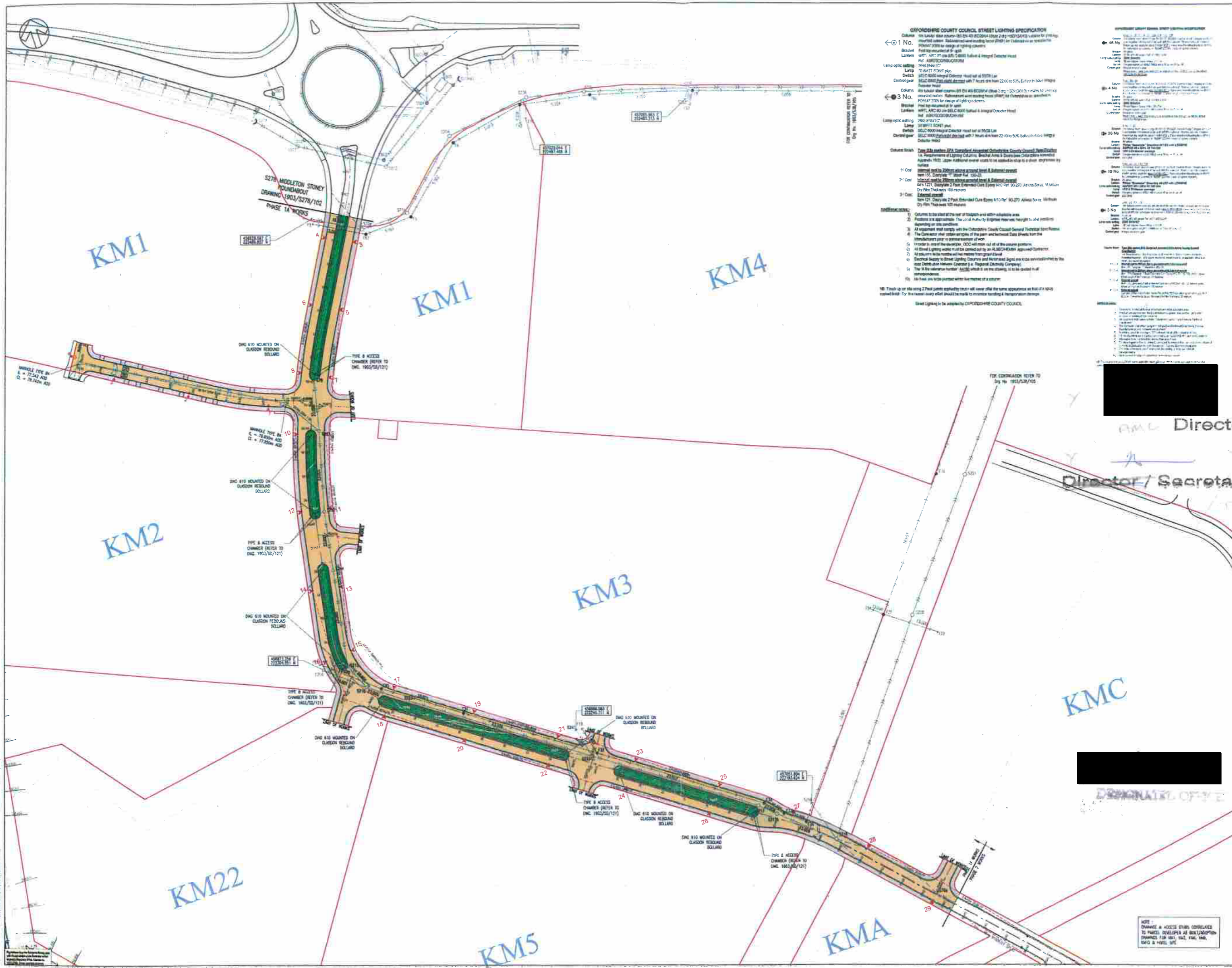
- 1.24. "the Engineer" means the Council's Director for Planning and Place
- 1.25. "the Estate Highway Drains" means any part of the Infrastructure Drainage which is sited on those parts of the Land that are within the ownership of the Owner at the date hereof
- 1.26. "Health and Safety File" means a file prepared in accordance with the Construction (Design and Management) Regulations 2015 and including the As-Built Drawings
- 1.27. "including" means including without limitation and 'include' shall be construed accordingly
- 1.28. "Index-Linked" means adjusted according to any increase occurring between August 2013 and the date of payment of the Commuted Sum in a composite index comprised of the following indices of the Monthly Bulletin of Indices - Prices Adjustment Formulae for Construction Contracts (1990 Series) published on behalf of the Department of Business, Innovation and Skills weighted in the proportions below set out against each such index

namely:-

Index 1 Labour & Supervision	25%
Index 2 Plant & Road Vehicles	25%
Index 3 Aggregates	30%
Index 9 Coated Macadam & Bituminous Products	20%

or if at any time for any reason it becomes impracticable to compile the said composite index then an index compiled in such other manner as may be agreed in writing by the Owner and the Council

- 1.29. "Infrastructure Drainage" means that part of the drainage system that carries surface water from both the Roads and other parts of the Land which will not be encompassed within the boundaries of the Roads and which is situated in the land coloured yellow on the Infrastructure Drainage Plan
- 1.30. "Infrastructure Drainage Plan" means drawing number 1903/D/123 Rev C annexed to this Agreement
- 1.31. "the Land" means the land at the south west of Oxford Road and Middleton Stoney Road Bicester Oxfordshire shown edged red on the Plan
- 1.32. "Land Compensation Acts" means the Land Clauses Consolidation Act 1845 the Land Compensation Act 1961 the Compulsory Purchase Act 1965 the Land Compensation Act 1973 and the Planning and Compensation Act 1991 and includes the Human Rights Act 1998 and any statute enacted on a date on or after the date of execution of this Agreement which confers a right of compensation for the compulsory acquisition of land and/or the diminution in value of land as a result of the carrying out of or the use of public works
- 1.33. "the Long Stop Date (Phase 1A)" means December 2021
- 1.34. "the Long Stop Date (Phase 1B)" means December 2021
- 1.35. "the Long Stop Date (Phase 2)" means December 2021
- 1.36. "the Long Stop Date (Phase 3)" means December 2021
- 1.37. "the Long Stop Date (Phase 4)" means December 2021



OXFORDSHIRE COUNTY COUNCIL STREET LIGHTING SPECIFICATION

Column 1: 1. Column to be used at the end of length and within adjacent areas. 2. Position as appropriate. The Local Authority Engineer reserves the right to alter details depending on site conditions. 3. All equipment must comply with the CIE/CES/IEA/CES/IEA Technical Specification. 4. The Contractor shall obtain copies of the permit and technical data sheets from the manufacturer prior to commencement of work. 5. Height to be used throughout. OCCC will make use of all of the above systems. 6. All street lighting works must be carried out by an ALMCA/EMBA approved contractor. 7. All columns to be finished with a minimum of 100mm of concrete. 8. All columns to be finished with a minimum of 100mm of concrete. 9. The 'A to B' distance between columns shall be as shown on the drawing, to be quoted in all specifications. 10. 30 feet min to be provided with the method of a column.

Column 2: 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

DO NOT SCALE

1. THIS DRAWING SHOULD BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT DRAWINGS, SPECIFICATIONS & NOTIFICATIONS.

2. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED. DIMENSIONS ARE TO BE CHECKED AND CORRECTED IN THE FIELD.

3. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION WORK, EXISTING LEVELS AND DIMENSIONS ARE TO BE CHECKED AND CORRECTED IN THE FIELD.

4. ANY DISCREPANCIES SHOULD BE REPORTED TO THE ARCHITECT/ENGINEER IMMEDIATELY. NO WORK SHALL BE COMMENCED UNTIL THE LOCATION OF ALL EXISTING SERVICES ARE TO BE CHECKED AND THEIR LOCATIONS CONFIRMED.

5. PRIOR TO CONSTRUCTION WORK COMMENCING ON SITE, THE LOCATION OF ALL EXISTING SERVICES ARE TO BE CHECKED AND THEIR LOCATIONS CONFIRMED.

6. THE LOCATION OF ANY SERVICES SHOWN ON THE DRAWING ARE INDICATIVE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND PROTECT THE POSITION/LEVEL OF ALL SERVICES WHICH MAY AFFECT THE WORKS PRIOR TO COMMENCING ANY CONSTRUCTION.

7. ANY RELOCATION/REPAIRS WORK REQUIRED ARE TO BE COMPLETED IN ADVANCE OF THE PROPOSED WORKS AND IN ACCORDANCE WITH THE RELEVANT STATUTORY REQUIREMENTS.

8. ALL HIGHWAY WORKS TO BE COMPLETED BY THE CONTRACTOR TO THE STANDARDS Laid Down in 'STANDARDS FOR ADOPTION' EDITION 8.

9. ALL SERVICES TO BE Laid TO CLASS 5 RECORDING CLASSIFICATION UNLESS SPECIFIED OTHERWISE.

10. REFER TO FINISHES DRAWING AND SIGN AND LINE DRAWING.

11. FGA WATER SERVICES TO BE ADAPTED BY FINISHES WATER UTILITIES UNDER SECTION 104 OF THE WATER INDUSTRY ACT.

- KEY PLAN**
- 1. SITE BOUNDARY
 - 2. GULLY PIT AND CONNECTION, AS DRAWING 1803/20/102
 - 3. HIGHWAY GULLY CONNECTIONS
 - 4. HIGHWAY DRAINAGE
 - 5. HIGHWAY DRAINAGE MANHOLE
 - 6. FGA WATER SENDER
 - 7. FGA WATER MANHOLE
 - 8. EXISTING SURFACE WATER SENDER
 - 9. FILTER DRAIN AS DRAWING 1803/20/100
 - 10. HIGHWAY SINK AS DRC NO 1803/20/100
 - 11. CUT OFF BY BENCH AS DRC NO 1803/20/100
 - 12. EXISTING DRAIN TO BE REWORKED/RELOCATED
 - 13. PARCEL BOUNDARIES
 - 14. SURFACE DRAINAGE STUB, SEE 1803/20/101
 - 15. FGA DRAINAGE STUB, SEE 1803/20/101
 - 16. CHECK DAM & FILTER DRAIN FLOW CONTROL STRUCTURE AS DRC 1803/20/102
 - 17. KEEP DRAIN STUMP, AS DRAWING 1803/20/100
 - 18. MANHOLE TYPE 2, AS DRAWING 1803/20/101
 - 19. CONCRETE MANHOLE HEADWALL, AS DRAWING 1803/20/103 OR 840
 - 20. PERIOD INTERCEPTION TELEVISION TO BE PROVIDED TO OCC SPECIFICATION
 - 21. NARROW FILTER DRAIN TO DRAIN AND FIVE (100mm PIPE WITH 500mm x 500mm)
 - 22. CHANGE LINE AND CHANGE SECTION, IN AGREEMENT WITH ADAPTABLE CHARACTER AREAS
 - 23. ADAPTABLE FOOTWAY AREAS
 - 24. ADAPTABLE SHARED USE FOOTWAY/ACCESSWAY
 - 25. ADAPTABLE SOFT LANDSCAPING
 - 26. HIGHWAY DRAINAGE EASEMENT
 - 27. HIGHWAY ANCHOR VISIBILITY
 - 28. HIGHWAY FORWARD VISIBILITY

Director
Director / Secretary

NO.	REVISION	DATE	DESCRIPTION
1	AS PER PLAN		
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FOR TECHNICAL APPROVAL

WSP
Head Office: Basing Walk, Basingstoke, Hampshire RG21 4JL
Tel: +44 (0)1256 310000 Fax: +44 (0)1256 310004
http://www.wspgroup.com

COUNTRYSIDE PROPERTIES

**SOUTH WEST BICESTER
BICESTER, OXFORDSHIRE**

**PHASE 1A
SECTION 33 AGREEMENT
SHEET 1 OF 4**

DATE	18/03/2014	BY	ALJ
DATE	18/03/2014	BY	ALJ
DATE	18/03/2014	BY	ALJ

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DO NOT SCALE

- NOTES:**
- THIS DRAWING SHOULD BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT ENGINEERING DETAILS, DRAWINGS & SPECIFICATIONS.
 - ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED. SIMILARLY ALL LEVELS ABOVE SHOWN ARE ALSO IN METRES.
 - REFER TO THE COMMENCEMENT OF CONSTRUCTION WORKS. EXISTING LEVELS AND DIMENSIONS ARE TO BE CHECKED AND CONFIRMED ON SITE.
 - ANY DISCREPANCIES SHOULD BE REPORTED TO THE ARCHITECT/ENGINEER IMMEDIATELY SO THAT CLARIFICATION CAN BE SOUGHT PRIOR TO THE COMMENCEMENT OF WORK.
 - PRIOR TO CONSTRUCTION WORKS COMMENCING ON SITE, THE LOCATION OF ALL EXISTING SERVICES ARE TO BE CHECKED AND THEIR LOCATIONS CONFIRMED.
 - THE LOCATION OF ANY SERVICES SHOWN ON THIS DRAWING ARE INDICATIVE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND PROTECT THE POSITIONS/LEVELS OF ALL SERVICES WHICH WILL AFFECT THE WORKS PRIOR TO COMMENCING ANY CONSTRUCTION.
 - ANY RELOCATION/REPAIRS WORKS REQUIRED ARE TO BE COMPLETED IN ADVANCE OF THE PROPOSED WORKS AND IN ACCORDANCE WITH THE RELEVANT STATUTORY UNDERPINNING REQUIREMENTS.
 - ALL HIGHWAY SERVICES TO BE ADOPTED BY OZG WHO REQUIRE THAT ALL DRAWS BE CONSTRUCTED TO THE STANDARDS LISTED DOWN IN 'SERVICES FOR ADOPTION' SECTION 4.
 - ALL SERVICES TO BE LAID TO CLASS 5 BEDDING CLASSIFICATION UNLESS SPECIFIED OTHERWISE.
 - REFER TO FINISHED DRAWINGS AND SIGN AND LINE DIMENSIONS.
 - FOUL WATER SERVICES TO BE ADOPTED BY THAMES WATER UTILITIES UNDER SECTION 104 OF THE WATER INDUSTRY ACT.

- KEY:**
- SITE BOUNDARY
 - CALLY POT AND CONNECTION AS DRAWING 1003/20/015
 - HIGHWAY DAILY CONNECTIONS
 - HIGHWAY DRAINAGE
 - HIGHWAY DRAINAGE MANHOLE
 - FOUL WATER MANHOLE
 - FOUL WATER MANHOLE
 - EXISTING SURFACE WATER SERIES
 - FILTER DRAIN AS DRAWING NO. 1003/20/120
 - HIGHWAY DRAIN AS Dwg. NO. 1003/20/020
 - CUT OFF DR DRAIN AS Dwg. NO. 1003/20/030
 - EXISTING SLOTTED TO BE REWORKED/REPLACED
 - PARCEL BOUNDARIES
 - SURFACE DRAINAGE STUB SEE 1003/20/041
 - FOUL DRAINAGE STUB SEE 1003/20/041
 - CHECK DAM & FILTER DRAIN FLOW CONTROL STRUCTURE AS Dwg. 1003/20/042
 - KERB DRAIN SUMP AS DRAWING 1003/20/020
 - HEADWALL TYPE 2 AS DRAWING 1003/20/016
 - CONCRETE SLOTTED HEADWALL AS DRAWING 1003/20/023 OR 040
 - PETROL INTERCEPTION (ELEMENTS TO BE PROVIDED TO OZG SPECIFICATION)
 - WIDEN FILTER DRAIN TO 600mm DEPTH 100mm P.P.C WITH 50mm DEPTH
 - DRAINAGE LINE AND DRAINAGE
- SERVICES IN AGREEMENT SET:**
- ADOPTABLE CARTRIDGE AREAS
 - ADOPTABLE FOOTWAY AREAS
 - ADOPTABLE SHARED USE FOOTWAY/CYCLEWAY
 - ADOPTABLE SOFT LANDSCAPING
 - HIGHWAY DRAINAGE EASEMENT
 - HIGHWAY JUNCTION VISIBILITY
 - HIGHWAY FORWARD VISIBILITY



REVISIONS

NO.	DATE	DESCRIPTION	BY	CHECKED
1	15/03/21	ISSUED FOR CONSTRUCTION		
2	15/03/21	REVISED DRAINAGE LINES TO REFLECT CHANGES		
3	15/03/21	REVISED TO REFLECT CHANGES		
4	15/03/21	REVISED TO REFLECT CHANGES		
5	15/03/21	REVISED TO REFLECT CHANGES		
6	15/03/21	REVISED TO REFLECT CHANGES		

FOR TECHNICAL APPROVAL

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 WSP Group plc
 Watlington House, Watlington, Banbury, Oxfordshire, OX15 4JL
 Tel: +44 (0)1235 338800 Fax: +44 (0)1235 338800
 www.wspgroup.com

COUNTRYSIDE PROPERTIES

**SOUTH WEST BICESTER
 BICESTER, OXFORDSHIRE**

**PHASE 1B
 SECTION 30 AGREEMENT
 SHEET 4 OF 4**

SCALE	1:500	DATE	04/11/20
DRAWN BY	1003/20/015	CHECKED BY	1003/20/015
DATE	15/03/21	SCALE	As Shown

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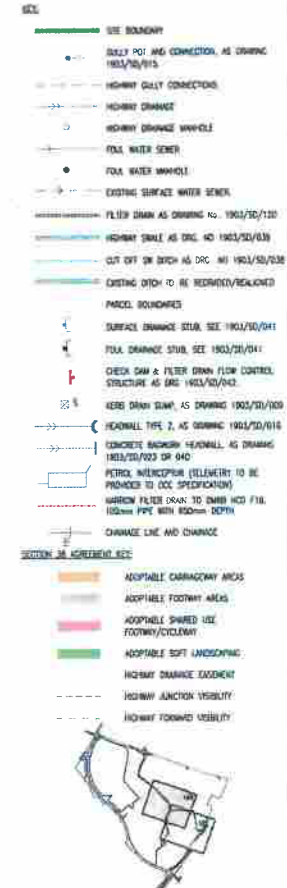
DESIGNATED OFFICER

Director

Director / Secretary

DO NOT SCALE

- 1. THE DRAWING SHOULD BE READ IN CONNECTION WITH ALL OTHER RELEVANT ENGINEERING DETAILS, DRAWINGS & SPECIFICATIONS.
- 2. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED. DIMENSIONS AS LEVELS ABOVE DRAIN ARE ALSO IN METRES.
- 3. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION WORKS, EXISTING LEVELS AND DIMENSIONS ARE TO BE CHECKED AND CONFIRMED ON SITE.
- 4. ANY DISCREPANCIES SHOULD BE REPORTED TO THE ARCHITECT/ENGINEER IMMEDIATELY SO THAT CLARIFICATION CAN BE SOUGHT PRIOR TO THE COMMENCEMENT OF WORK.
- 5. PRIOR TO CONSTRUCTION WORKS COMMENCING ON SITE, THE LOCATION OF ALL EXISTING SERVICES ARE TO BE CHECKED AND THEIR LOCATIONS CONFIRMED.
- 6. THE LOCATION OF ANY SERVICES SHOWN ON THIS DRAWING ARE INDICATIVE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND PROBE THE POSITION/LEVELS OF ALL SERVICES WHICH WILL AFFECT THE WORKS PRIOR TO COMMENCING ANY CONSTRUCTION.
- 7. ANY RELOCATION/REPAIRS WORKS REQUIRED ARE TO BE COMPLETED IN ADVANCE OF THE PROPOSED WORKS AND IN ACCORDANCE WITH THE RELEVANT STATUTORY UNDERSTANDINGS REQUIREMENTS.
- 8. ALL SERVICES SHOWN TO BE ADAPTED BY OCS WHO BELIEVE THAT ALL WORK IS COMPLETED TO THE STANDARD LAD DOWN IN TENDERS FOR ADDITIONAL COSTS.
- 9. ALL SERVICES TO BE Laid TO CLASS 5 BEDDING CLASSIFICATION UNLESS SPECIFIED OTHERWISE.
- 10. REFER TO FINISHED FINISHES AND SOIL AND LIME DRAINAGE.
- 11. FLEX WATER SERVICES TO BE ADAPTED BY TRADES WATER UTILITIES UNDER SECTION 104 OF THE WATER INDUSTRY ACT.



OXFORDSHIRE COUNTY COUNCIL STREET LIGHTING SPECIFICATIONS

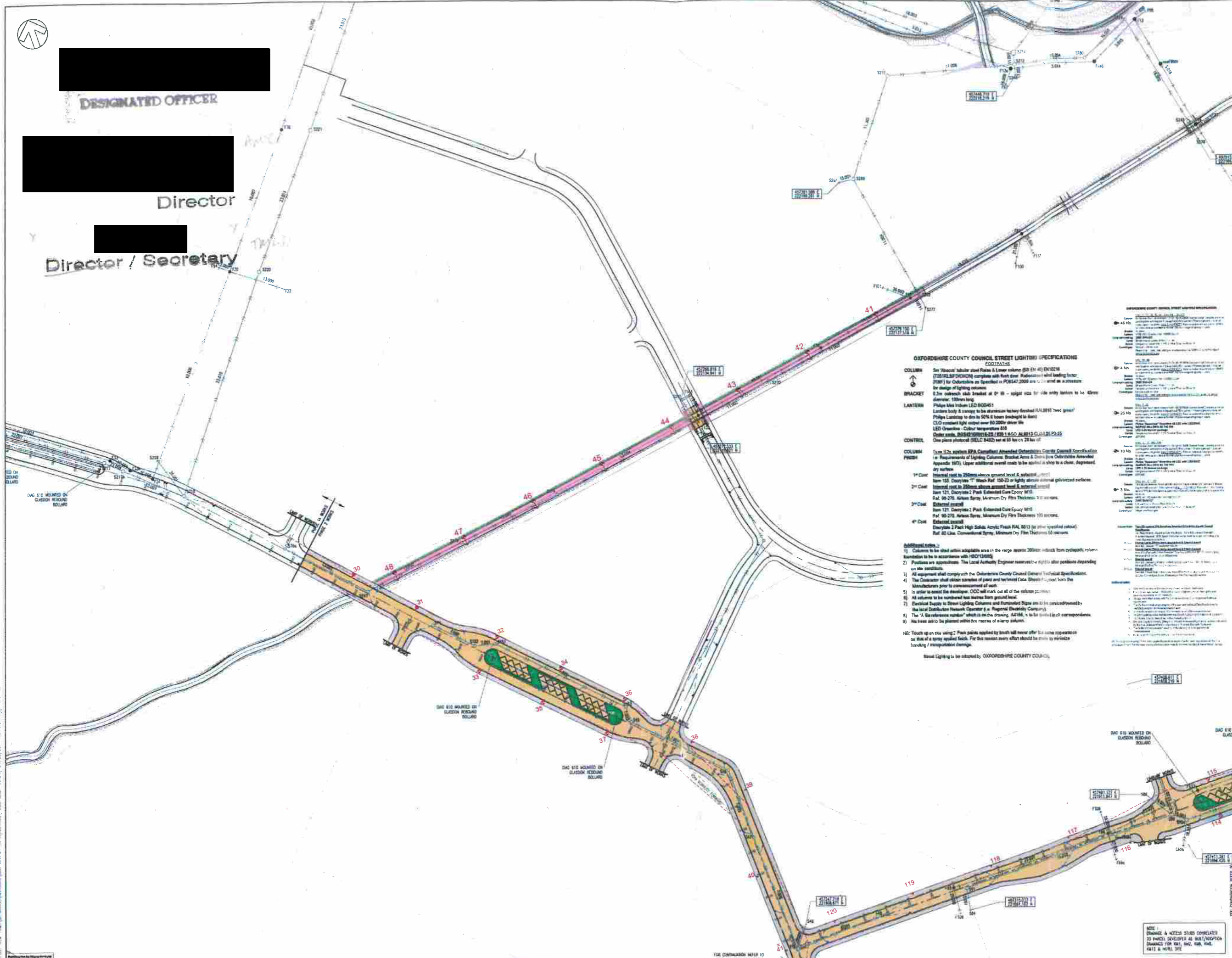
FOOTPATHS
See 'Standard' tubular street poles & lamp columns (20' EM 40) SYSTEM (7000 RFLSPFOXION) complete with flush door. Radiolux and leading factor (LWF) for columns as specified in POS47 2009 are to be used as a pressure for design of lighting columns.
6.2m overhead side bracket at 4' 6" - adjust side for side entry lantern to be 43mm diameter. 100mm long.
Pole Max Inclin LED 800451
Lantern body & canopy to be aluminium factory finished ALUMINUM 'two pack' Philips Luminaire to dim to 50% if lower indicated by beam.
CLO constant light output over 80,000lm above the LED luminaire - Colour temperature 4100.
Outer grille: BOS48 1600W/6-28 / 800 1.650 AL8012 CLASS 2 23-55
One plane photometric (SEL 8482) set at 55 lux on 28 lux at.

CONTROL
Two 57w system EPA Compliant Amalgamated Oxfordshire Council Specification
Requirements of Lighting Column: Bracket Arms & Drive (see Oxfordshire Amalgamated Appendix 107). Upper additional overall costs to be applied in shop to a client. Approved dry surface.

FINISH
1st Coat: Internal coat to 200mm above ground level & external coat.
2nd Coat: Item 121, Epoxy 2 Pack Extended Cure Epoxy M10. Ref. 90-270. Adhes Spray. Minimum Dry Film Thickness: 100 microns.
3rd Coat: External coat.
4th Coat: Item 121, Epoxy 2 Pack Extended Cure Epoxy M10. Ref. 90-270. Adhes Spray. Minimum Dry Film Thickness: 100 microns.
External coat.
Emulsion 2 Pack High Solids Acrylic Fresh FAL 8013 (for other specified colour). Ref. 82 Line. Conventional Spray. Minimum Dry Film Thickness: 50 microns.

Additional notes:
1) Columns to be sited within designated area in the verge approx 200mm inboard from cyclepath column boundaries to be in accordance with BS5488:2006.
2) Positions are approximate. The Local Authority Engineer reserves the right to alter positions depending on site conditions.
3) All equipment shall comply with the Oxfordshire County Council General Technical Specifications.
4) The Contractor shall submit samples of paint and technical Data Sheet/Project from the Manufacturer prior to commencement of work.
5) In order to assist the installer, OCS will mark out all of the column positions.
6) All columns to be numbered from ground level.
7) Electrical Supply to Street Lighting Columns and Standard Signs are to be provided/checked by the local Distribution Network Operator (i.e. Regional Electricity Company).
8) The 'A' to reference number which is on the drawing, A4198, is to be included in all correspondence.
9) No trees are to be planted within the verge of a lamp column.
10) Touch up on the using 2 Pack paint applied by brush will never offer the same appearance as that of a spray applied finish. For the reason every effort should be made to minimise touching / transportation damage.

Street Lighting to be adopted by OXFORDSHIRE COUNTY COUNCIL.



SYMBOL	DESCRIPTION	CLASS
A	ADAPTABLE CARRIAGEWAY AREAS	
B	ADAPTABLE FOOTWAY AREAS	
C	ADAPTABLE SHOULDER USE FOOTWAY/CYCLEWAY	
D	ADAPTABLE SOFT LANDSCAPING	
E	HIGHWAY DRAINAGE EXISTENT	
F	HIGHWAY JUNCTION VISIBILITY	
G	HIGHWAY FORWARD VISIBILITY	

FOR TECHNICAL APPROVAL

WSP
WSP Group plc

COUNTRYSIDE PROPERTIES

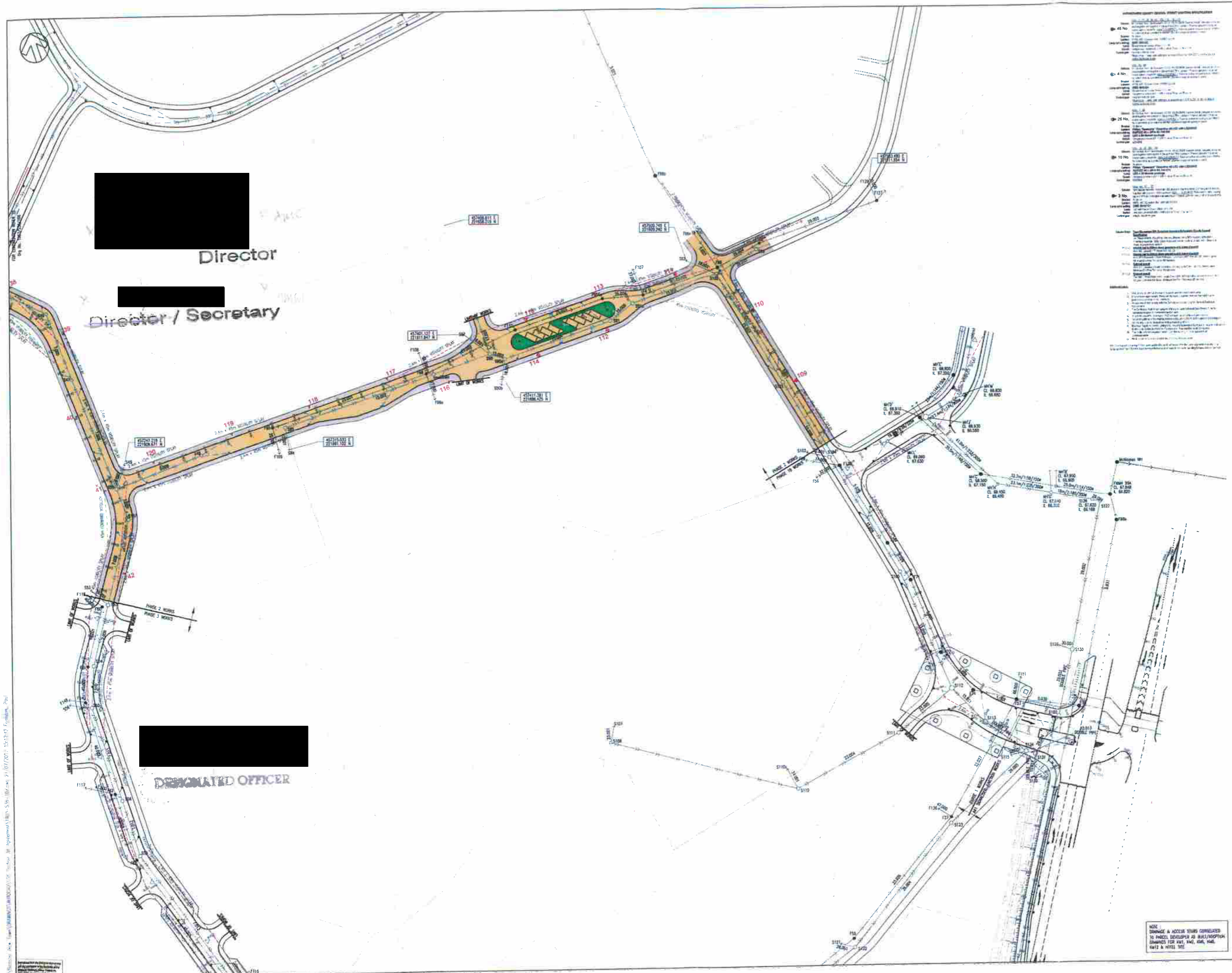
SOUTH WEST BICESTER
BICESTER, OXFORDSHIRE

PHASE 2
SECTION 36 AGREEMENT
SHEET 1 OF 2

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WSP Group plc

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Director
Director / Secretary

DESIGNATED OFFICER

- GENERAL NOTES**
1. THIS DRAWING SHOULD BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT DRAWINGS, SPECIFICATIONS & SPECIFICATIONS.
 2. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED. DIMENSIONS ARE TO FACE UNLESS OTHERWISE STATED.
 3. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION WORKS, EXISTING LEVELS AND DIMENSIONS ARE TO BE CHECKED AND CONFIRMED ON SITE.
 4. ANY DISCREPANCIES SHOULD BE REPORTED TO THE ARCHITECT/ENGINEER IMMEDIATELY TO THIS OFFICE PRIOR TO THE COMMENCEMENT OF WORK.
 5. PRIOR TO CONSTRUCTION WORKS COMMENCING ON SITE, THE LOCATION OF ALL EXISTING SERVICES ARE TO BE CHECKED AND THEIR LOCATION CONFIRMED.
 6. THE LOCATION OF ANY SERVICES SHOWN ON THIS DRAWING ARE INDICATIVE ONLY. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND PROTECT THE POSITION/LEVEL OF ALL SERVICES WHICH WILL AFFECT THE WORKS PRIOR TO COMMENCING ANY CONSTRUCTION.
 7. ANY RELOCATION/REPAIRS WORKS REQUIRED ARE TO BE COMPLETED IN ADVANCE OF THE PROPOSED WORKS AND IN ACCORDANCE WITH THE RELEVANT STATUTORY REQUIREMENTS.
 8. ALL HIGHWAY DRAINAGE TO BE ADOPTED BY OCC MUST INCLUDE THAT ALL CHANNELS BE CONSTRUCTED TO THE STANDARDS Laid Down BY THE HIGHWAY AGENCY FOR ADOPTION CLASS 3.
 9. ALL SEWERS TO BE Laid TO CLASS 3 DESIGN UNLESS SPECIFIED OTHERWISE.
 10. REFER TO FINISHED DRAINAGE AND SIGN AND LINE DRAWINGS.
 11. FLOOD WATER SERVICES TO BE ADOPTED BY THE WATER INDUSTRY ACT.

- DO NOT SCALE**
1. SITE BOUNDARY
 2. DAILY PLOT AND CONNECTION AS DRAWING 1903/20/1915
 3. HIGHWAY GULLY CONNECTIONS
 4. HIGHWAY DRAINAGE
 5. HIGHWAY DRAINAGE MANHOLE
 6. FLOOD WATER TRENCH
 7. FLOOD WATER MANHOLE
 8. EXISTING SURFACE WATER SEWER
 9. FILTER DRAIN AS DRAWING NO. 1903/20/1920
 10. HIGHWAY SHALE AS DRC NO. 1903/20/1928
 11. CUT OFF OF DRAIN AS DRC NO. 1903/20/1929
 12. EXISTING DITCH TO BE REDESIGNED/RELOCATED
 13. FENCE BOUNDARIES
 14. SURFACE DRAINAGE STR. SEE 1903/20/1941
 15. FLOOD DRAINAGE STR. SEE 1903/20/1941
 16. CHECK DRAW A FILTER DRAIN FLOW CONTROL STRUCTURE AS DRC 1903/20/1942
 17. WEIR OVER SUMP, AS DRAWING 1903/20/1928
 18. HEADWALL TYPE 2, AS DRAWING 1903/20/1916
 19. CONCRETE GROUND HEADWALL, AS DRAWING 1903/20/1923 ON ROAD
 20. PERCOLATION INTERCEPTOR (RELEASED) TO BE PROVIDED TO OCC SPECIFICATION
 21. HIGHWAY FILTER DRAIN TO DRAIN INTO F10, 100mm PIPE WITH 800mm DEPTH
 22. CHANGE LINE AND CHANGE
- SECTION 38 AGREEMENT ETC.**
- ADAPTABLE CARRIAGEWAY AREAS
 - ADAPTABLE FOOTWAY AREAS
 - ADAPTABLE SHARED USE FOOTWAY/TOILETS
 - ADAPTABLE SOFT LANDSCAPE
 - HIGHWAY DRAINAGE EXEMPT
 - HIGHWAY JUNCTION VISIBILITY
 - HIGHWAY TURNING VISIBILITY

CITY PLAN

NO.	DATE	DESCRIPTION	BY	CHKD BY
1	19/03/19	ISSUED FOR CONSULTATION		
2	19/03/19	ISSUED FOR CONSULTATION		
3	19/03/19	ISSUED FOR CONSULTATION		
4	19/03/19	ISSUED FOR CONSULTATION		
5	19/03/19	ISSUED FOR CONSULTATION		
6	19/03/19	ISSUED FOR CONSULTATION		
7	19/03/19	ISSUED FOR CONSULTATION		
8	19/03/19	ISSUED FOR CONSULTATION		
9	19/03/19	ISSUED FOR CONSULTATION		
10	19/03/19	ISSUED FOR CONSULTATION		

FOR TECHNICAL APPROVAL

WSP
WSP Group plc
11011543 1903/20/192

COUNTRYSIDE PROPERTIES

**SOUTH WEST BICESTER
BICESTER, OXFORDSHIRE**

**PHASE 2
SECTION 38 AGREEMENT
SHEET 2 OF 2**

DATE	19/03/19	BY	GH	CHKD BY	GH
DATE	19/03/19	BY	GH	CHKD BY	GH

NOTE: DRAINAGE & ACCESS STOPS CORRELATED TO FINISH DEVELOPER'S 2D BUILT/ROOFTOP DRAWINGS FOR UNIT, ANN, GAR, PORCH, PATIO & HOTEL SITE.

WSP Group plc



- ### DO NOT SCALE
- THIS DRAWING SHOULD BE READ IN CONNECTION WITH ALL OTHER DRAWINGS CONCERNING THIS PROJECT.
 - ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED. DIMENSIONS IN ALL LEVELS ABOVE GRADE ARE ALSO IN METERS.
 - FROM THE COMMENCEMENT OF CONSTRUCTION WORK, EXISTING LEVELS AND DIMENSIONS ARE TO BE CHECKED AND CONFIRMED ON SITE.
 - ANY DISCREPANCIES SHOULD BE REPORTED TO THE PROJECT ENGINEER IMMEDIATELY. THE CLARIFICATION CAN BE SOUGHT PRIOR TO THE COMMENCEMENT OF WORK.
 - FROM THE COMMENCEMENT OF CONSTRUCTION ON SITE, THE LOCATION OF ALL EXISTING SERVICES ARE TO BE CHECKED AND THEIR LOCATION CONFIRMED.
 - THE LOCATION OF ANY SERVICES KNOWN OR NOT KNOWN AND INDICATED ON THIS DRAWING IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY AND FROM THE POSITIVE EVIDENCE OF ALL SERVICES WHICH WILL AFFECT THE WORKS PRIOR TO COMMENCING ANY CONSTRUCTION.
 - ANY RELATION/INTERFERE WORKS REQUIRED ARE TO BE COMPLETED IN ADVANCE OF THE PROPOSED WORKS AND IN ACCORDANCE WITH THE RELEVANT STATUTORY UNDERPINNING REQUIREMENTS.
 - ALL HIGHWAY DRAINAGE TO BE ADOPTED BY OCC WHO ACQUIRE THAT ALL DRAINAGE BE CONSTRUCTED TO THE STANDARDS LATEST IN FORCE AT THE TIME OF ACQUISITION UNDER CLASS 4.
 - ALL SERVICES TO BE AD TO CLASS 5 UNLESS OTHERWISE SPECIFIED OTHERWISE.
 - REFER TO FINISHES DRAWING AND SIGN AND LANE DIMENSIONS.
 - FOR WATER SERVICES TO BE ADOPTED BY THAMES WATER UNLESS UNDER SECTION 104 OF THE WATER INDUSTRY ACT.

- ### KEY
- STY BOUNDARY
 - DAILY POT AND CONNECTION AS SHOWN 1803/10/03
 - HIGHWAY DAILY CONNECTIONS
 - HIGHWAY DRAINAGE
 - HIGHWAY DRAINAGE MANHOLE
 - FOUL WATER SEWER
 - FOUL WATER MANHOLE
 - EXISTING SURFACE WATER SEWER
 - FILTER DRAIN AS SHOWN NO. 1803/10/03
 - HIGHWAY DRAIN AS DGC NO. 1803/10/03
 - CUT OFF DR DRAIN AS DGC NO. 1803/10/03
 - EXISTING DITCH TO BE RESURFACED/PAVED
 - FURROW BOUNDARIES
 - SUBURBAN DRAINAGE STILE SEE 1803/10/04
 - FOUL DRAINAGE STILE SEE 1803/10/04
 - CHECK DAM & FILTER DRAIN FLOW CONTROL STRUCTURE AS DGC 1803/10/04
 - VIDEO SOAK POND AS DRAINAGE 1803/10/04
 - HEADWALL TYPE 2, AS DRAWING 1803/10/04
 - CONCRETE BARRIAGE HEADWALL AS DRAWING 1803/10/04 ON SITE
 - PETROL INTERCEPTION COLLECTOR TO BE PROVIDED TO OCC SPECIFICATION
 - MARKER FILTER DRAIN TO DRAIN INTO THE 100mm PIPE WITH 500mm DEPTH
 - DRAINAGE LINE AND CHAMBER

- ### SECTION 104 AGREEMENT KEY
- ADAPTABLE COMMERCE AREAS
 - ADAPTABLE FOOTWAY AREAS
 - ADAPTABLE SHARED USE FOOTWAY/CYCLEWAY
 - ADAPTABLE SOFT LANDSCAPING
 - HIGHWAY CHAMBER EXISTENT
 - HIGHWAY JUNCTION VISIBILITY
 - HIGHWAY FORWARD VISIBILITY

mark
 Director
 Director / Secretary
mark

KEY PLAN

NO.	REV.	DATE	DESCRIPTION
1	1	14/02/2019	ISSUE FOR TENDER
1	2	14/02/2019	REVISED TO ADD COMMENTS
1	3	14/02/2019	REVISED TO ADD COMMENTS
1	4	14/02/2019	REVISED TO ADD COMMENTS
1	5	14/02/2019	REVISED TO ADD COMMENTS
1	6	14/02/2019	REVISED TO ADD COMMENTS
1	7	14/02/2019	REVISED TO ADD COMMENTS
1	8	14/02/2019	REVISED TO ADD COMMENTS
1	9	14/02/2019	REVISED TO ADD COMMENTS
1	10	14/02/2019	REVISED TO ADD COMMENTS

FOR TECHNICAL APPROVAL

WSP
 Head Office: 100, Broad Street, Birmingham, B1 2HT, UK
 Tel: +44 (0)121 634 4444 Fax: +44 (0)121 634 4445
 www.wspgroup.com

COUNTERSIGNED PROPERTIES

SOUTH WEST REGION
 MANAGER, CIPRODROME

PHASE 3
 SECTION 104 AGREEMENT
 SHEET 1 OF 3

DATE	14/02/19	BY	WSP
DATE	14/02/19	BY	WSP
DATE	14/02/19	BY	WSP

11011003 1003030110 H

WSP Group plc

NOTE: DRAINAGE & ACCESS STILES CORRELATE TO FINISH LEVELS AS SHOWN UNLESS OTHERWISE SPECIFIED FOR THE ROAD, MANHOLE, VALVE & SOAK POND.

WSP Group plc, 100 Broad Street, Birmingham, B1 2HT, UK. Tel: +44 (0)121 634 4444. Fax: +44 (0)121 634 4445. www.wspgroup.com
 14/02/2019 14:52:43 E:\proj\11003\11003_030110.dwg
 User: Administrator

FOR COORDINATION REFER TO
DIN IN 1903/03/110

NOTE:
DRAINAGE & ACCESS STAIRS COMPILATED
TO SHOW DEVELOPER'S PROPOSED
DRAINAGE FOR 901, 902, 903, 904,
905 & 906. SEE
1903/03/110

DO NOT SCALE


- THIS DRAWING SHOULD BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT ENGINEERING DETAILS, SPECIFICATIONS & SPECIFICATIONS.
- ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED. SPALLARY ALL LEVELS ABOVE DATUM ARE AS SHOWN IN METRES.
- PRIOR TO THE COMMENCEMENT OF CONSTRUCTION WORKS, EXISTING LEVELS AND DIMENSIONS ARE TO BE CHECKED AND CONFIRMED ON SITE.
- ANY DISCREPANCIES SHOULD BE REPORTED TO THE ARCHITECT/ENGINEER IMMEDIATELY SO THAT CLARIFICATION CAN BE SOUGHT PRIOR TO THE COMMENCEMENT OF WORKS.
- PRIOR TO CONSTRUCTION WORKS COMMENCING ON SITE, THE LOCATION OF ALL EXISTING SERVICES ARE TO BE CHECKED AND THEIR LOCATIONS CONFIRMED.
- THE LOCATION OF ANY SERVICES SHOWN ON THIS DRAWING ARE INDICATIVE ONLY. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND PROBE THE POSITIONS/LEVELS OF ALL SERVICES WHICH WILL AFFECT THE WORKS PRIOR TO COMMENCING ANY CONSTRUCTION.
- ANY RELOCATION/PROVISION WORKS REQUIRED ARE TO BE COMPLETED IN ADVANCE OF THE PROPOSED WORKS AND IN ACCORDANCE WITH THE RELEVANT STATUTORY REQUIREMENTS.
- ALL HIGHWAY DRAINAGE TO BE ADOPTED BY OCC WHO PLEASE NOTE ALL CHAINS BE CONSTRUCTED TO THE STANDARDS Laid DOWN IN VERNERS FOR ADOPTED EDITION 6.
- ALL SEWERS TO BE Laid TO CLASS 5 BEDDING CLASSIFICATION UNLESS SPECIFIED OTHERWISE.
- REFER TO FINISHED DRAWINGS AND SIGN AND LINE DRAWINGS.
- FOUL WATER SEWERS TO BE ADOPTED BY THAMES WATER UTILITIES UNDER SECTION 104 OF THE WATER INDUSTRY ACT.

- KEY**
- SITE BOUNDARY
 - GULLY POST AND CONNECTION, AS DRAWING 1903/03/015
 - HIGHWAY GULLY CONNECTIONS
 - HIGHWAY DRAINAGE
 - HIGHWAY DRAINAGE SPARKLE
 - FOUL WATER SEWER
 - FOUL WATER MANHOLE
 - EXISTING SURFACE WATER SEWER
 - FILTER DRAIN AS DRAWING NO. 1903/03/020
 - HIGHWAY DRAINAGE AS DRA. NO. 1903/03/038
 - OUT OFF OR DITCH AS DRA. NO. 1903/03/038
 - EXISTING DITCH TO BE REGRADED/RELANDSCAPED
 - EXISTING BOUNDARIES
 - SURFACE DRAINAGE STAIR. SEE 1903/03/041
 - FOUL DRAINAGE STAIR. SEE 1903/03/041
 - CHECK DAM & FILTER DRAIN FLOW CONTROL STRUCTURE AS DRA. 1903/03/042
 - SEWER DRAIN JUMP, AS DRAWING 1903/03/009
 - MANHOLE TYPE 2, AS DRAWING 1903/03/016
 - CONCRETE DRAINAGE MANHOLE, AS DRAWING 1903/03/033 OR 040
 - PETROL INTERCEPTION (TELEMETRY TO BE PROVIDED TO OCC SPECIFICATION)
 - NARROW FILTER DRAIN TO DRAIN INTO FTS. 100mm PIPE WITH 50mm DEPTH.
 - DRAINAGE LINE AND CHAINAGE

- SECTION 10 AGREEMENT ACT:**
- ADOPTABLE CARROZARY AREAS
 - ADOPTABLE FOOTWAY AREAS
 - ADOPTABLE SHARED USE FOOTWAY/CYCLEWAY
 - ADOPTABLE SOFT LANDSCAPING
 - ADOPTABLE GRASSED OR MAINTENANCE STRIP WITH GEOTEXTILE REINFORCEMENT
 - HIGHWAY DRAINAGE EASEMENT
 - HIGHWAY JUNCTION VISIBILITY
 - HIGHWAY CORNER VISIBILITY

NO.	REVISED	DATE	DESCRIPTION	BY	CHECKED	DATE
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

FOR TECHNICAL APPROVAL



WSP
Worthington House, Billing Way, Basingstoke, Hampshire RG21 4HL
Tel: +44 (0)1256 348000 Fax: +44 (0)1256 348090
http://www.wspgroup.com

COUNTRYSIDE PROPERTIES

SOUTH WEST RICESTEER
BICESTER, OXFORDSHIRE

PHASE 2
SECTION 10 AGREEMENT
SHEET 2 OF 2

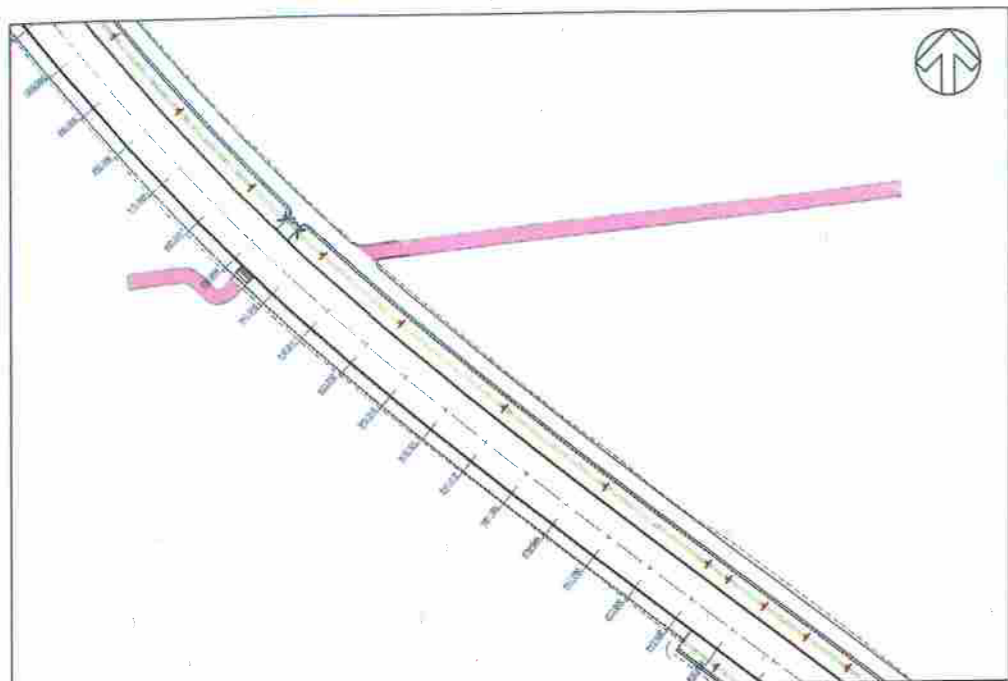
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BY	[Signature]	BY	[Signature]
DATE	1903/03/11	DATE	1903/03/11
BY	[Signature]	BY	[Signature]

© WSP Group plc

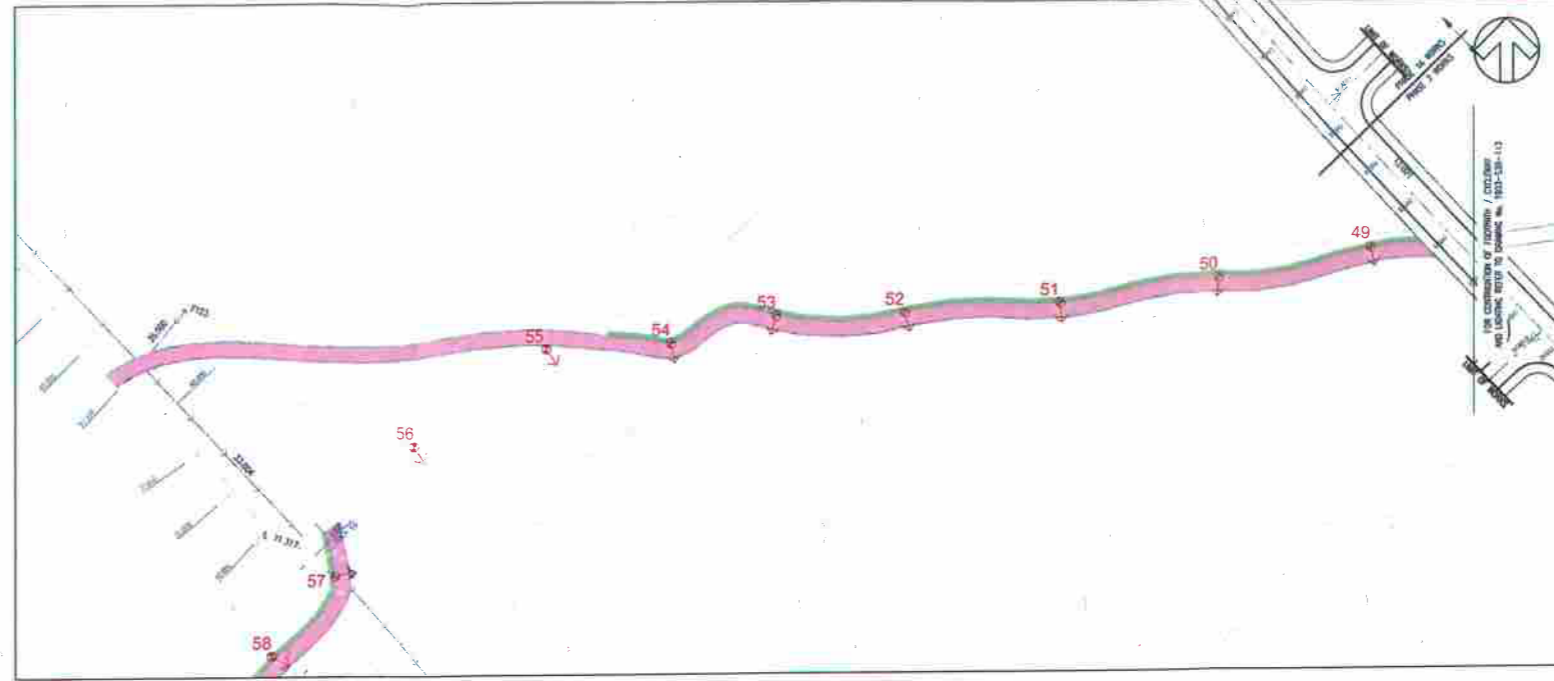


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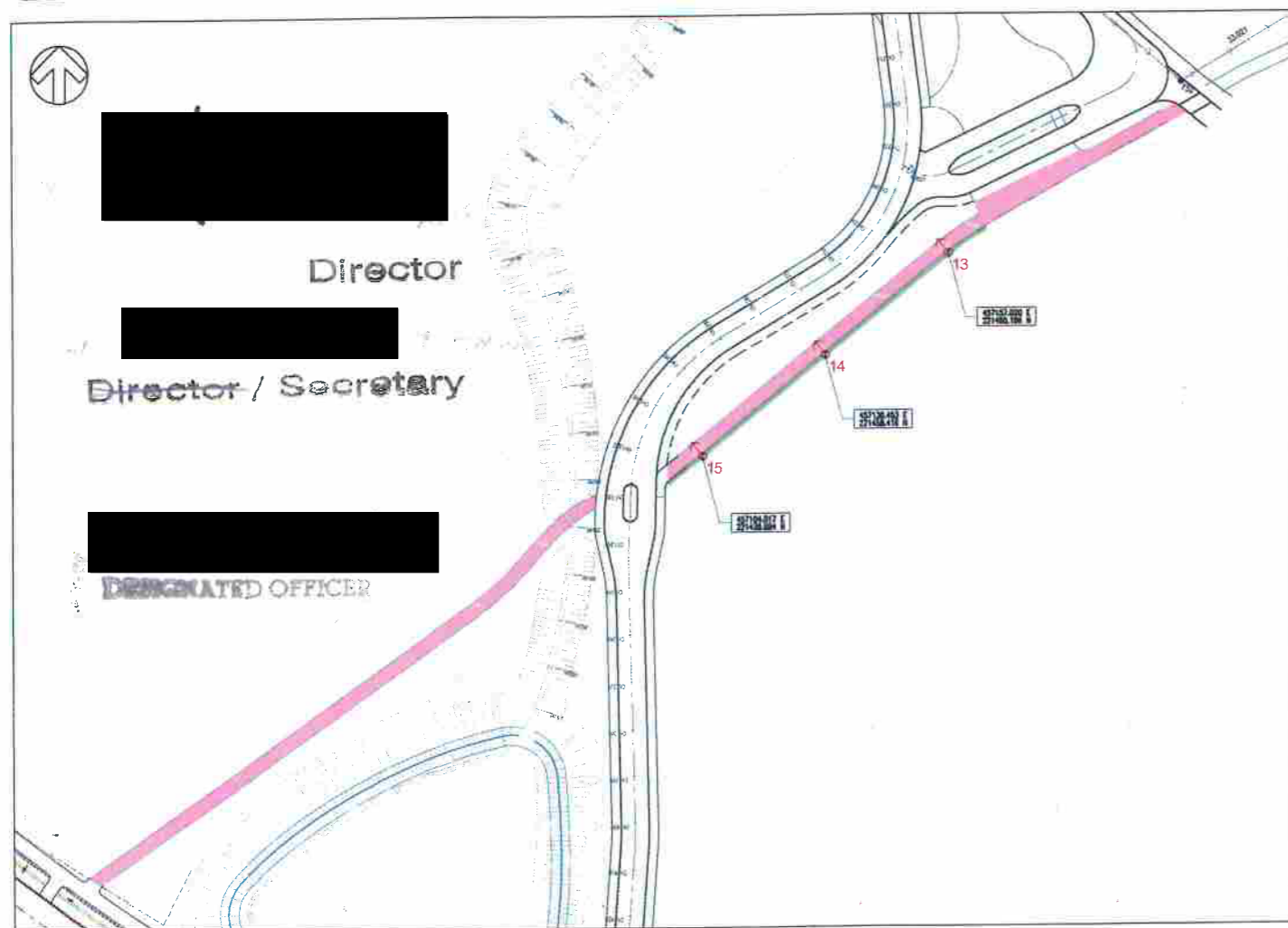
Director
Director/ Secretary
Designated Officer



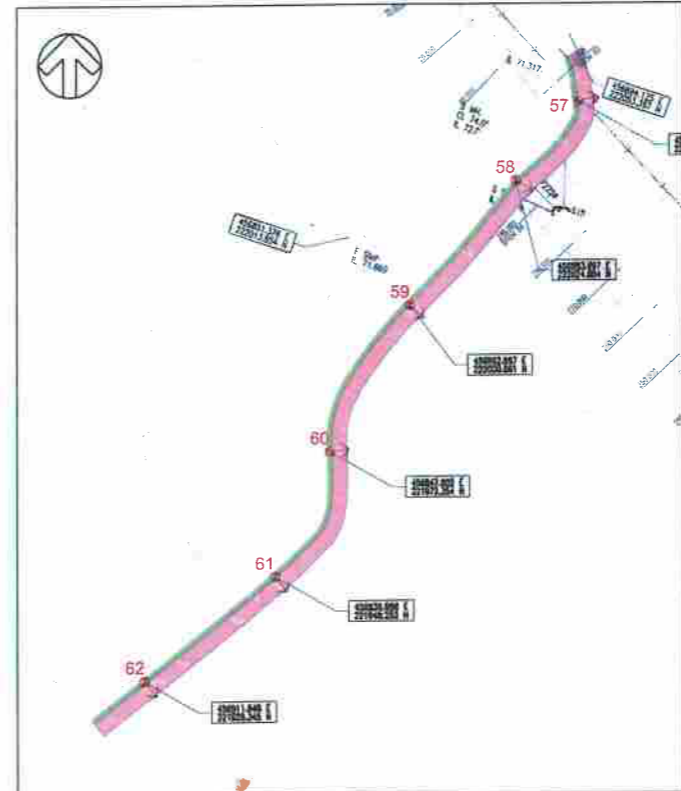
112/A



112/B



112/C



112/D

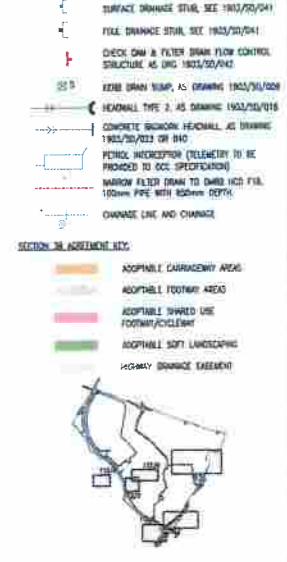
DO NOT SCALE

- NOTES
- THIS DRAWING SHOULD BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT SPECIFICATIONS.
 - ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED. SIMILARLY ALL LEVELS ABOVE GROUND ARE ALSO IN METRES.
 - PRIOR TO THE COMMENCEMENT OF CONSTRUCTION WORKS, EXISTING LEVELS AND DIMENSIONS ARE TO BE CHECKED AND CONFIRMED ON SITE.
 - ANY DISCREPANCIES SHOULD BE REPORTED TO THE ARCHITECT/ENGINEER IMMEDIATELY SO THAT CLARIFICATION CAN BE SOUGHT PRIOR TO THE COMMENCEMENT OF WORK.
 - PRIOR TO CONSTRUCTION WORKS COMMENCING ON SITE, THE LOCATION OF ALL EXISTING SERVICES ARE TO BE CHECKED AND THEIR LOCATION CONFIRMED.
 - THE LOCATION OF ANY SERVICES SHOWN ON THIS DRAWING ARE INDICATIVE ONLY. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND PROVE THE POSITION/LEVEL OF ALL SERVICES WHICH WILL AFFECT THE WORKS PRIOR TO COMMENCING ANY CONSTRUCTION.
 - ANY RELOCATION/REPAIRS TO EXISTING SERVICES ARE TO BE COMPLETED IN ADVANCE OF THE PROPOSED WORKS AND IN ACCORDANCE WITH THE RELEVANT STATUTORY UNDERGROUND REQUIREMENTS.
 - ALL HIGHWAY BRIDGES TO BE ADAPTED BY OCC WHO REQUIRE THAT ALL BRIDGES BE CONSTRUCTED TO THE SHOWN LANE FORM BY TENDER FOR SECTION A.
 - ALL BRIDGES TO BE CLASS 5 HEAVY CLASSIFICATION UNLESS SPECIFIED OTHERWISE.
 - REFER TO FINISH DRAWINGS AND SIGN AND LINE DRAWINGS.
 - FOOT LAMP BRIDGES TO BE ADAPTED BY TUNERS WHO USE UNLESS LATER SECTION FOR OF THE WATER INDUSTRY ACT.



OXFORDSHIRE COUNTY COUNCIL STREET LIGHTING SPECIFICATIONS

- COLUMN:** 5m 'Abacus' tubular steel poles & Lower column (B8 EN4) EN10279 (705 HRMP/DOX/CA) complete with flush door. Rationalised wind loading factor (RWF) for Oxfordshire as specified in PO6947:2009 are to be used as a pressure for design of lighting columns.
- BRACKET:** 0.3m overcath metal bracket at 0° or -15° - spigot size for side entry luminaire to be 48mm diameter 100mm long
- LANE/LL:** Philips Metal Halide LED B024611
Luminaire body & canopy to be aluminium factory finished RAL9016 'lead grey'
Philips Lantarnet to dim to 50% 8 hours (midnight to dawn)
CLO constant light output over 60,000hrs class life
LED Osram - Colour temperature 4000
Order code: ORDER REFERENCE: LED 8-800 ALM812 CLO-DIE P2-55
One piece photonix (SILC 8482) set at 55 lux on 28 lux off
- CONTROL:** Type 628 system. EPA Compliant. Approved Oxfordshire County Council Street Lighting
i.e. Foundations of Lighting Column, Bracket, Arm & Down (see Oxfordshire Approved Appendix 18/2). Upper additional overall note to be applied in shop to a clean, deep, deep, dry surface.
- 1st Coat: Internal coat to 250mm above ground level & external overall
Item 101, Dacrylate 11 Viscous Ref. 100-23 or light stable external galvanneal surface.
Internal coat to 250mm above ground level & external overall
 - 2nd Coat: Item 121, Dacrylate 2 Pack Extended Cure Epoxy M10 Ref. 90-270 Adura Spray, Minimum Dry Film Thickness 100 microns.
 - 3rd Coat: External overall
Item 121, Dacrylate 2 Pack Extended Cure Epoxy M10 Ref. 90-270 Adura Spray, Minimum Dry Film Thickness 100 microns.
 - 4th Coat: External overall
Dacrylate 2 Pack High Solids Acrylic Finish RAL 6013 (or other specified color), Ref. 52-L46 Conventional Spray, Minimum Dry Film Thickness 50 microns.
- Additional notes:**
- Columns to be erected within adoptable area in the verge approx 200mm setback from cycleway; column foundation to be in accordance with HCCP13/08/05.
 - Positions are approximate. The Local Authority Engineer reserves the right to alter position depending on site conditions.
 - All equipment shall comply with the Oxfordshire County Council General Technical Specifications.
 - The Contractor shall submit samples of paint and technical data sheets / support from the Manufacturer prior to commencement of work.
 - In order to assist the developer, OCC will mark out all of the column positions.
 - All columns to be supported from ground level.
 - Electrical Supply to Street Lighting Columns and Streetlight Slips are to be undertaken by the local Distribution Network Operator (i.e. Regional Electricity Company).
 - The 'A' file reference number which is on the drawing, A118, is to be quoted in all correspondence.
 - No trees are to be planted within five metres of a lamp column.
- HE Touch up on site using 2 Pack paint, applied by brush not trowel after the same appearance as that of a spray applied finish. For this reason every effort should be made to minimise handling / transportation damage.
- Street Lighting to be installed by OXFORDSHIRE COUNTY COUNCIL.



NO.	REV	DATE	DESCRIPTION	BY	CHK
1					
2					
3					
4					
5					

FOR TECHNICAL APPROVAL

WSP
WSP Group plc
Mountbatten House, Baring Way, Stratford-upon-Avon, Warwick CV34 4JZ
Tel: +44 (0)1226 248800 Fax: +44 (0)1226 248806
http://www.wspgroup.com

COUNTRYSIDE PROPERTIES

SOUTH WEST BICESTER
BICESTER, OXFORDSHIRE

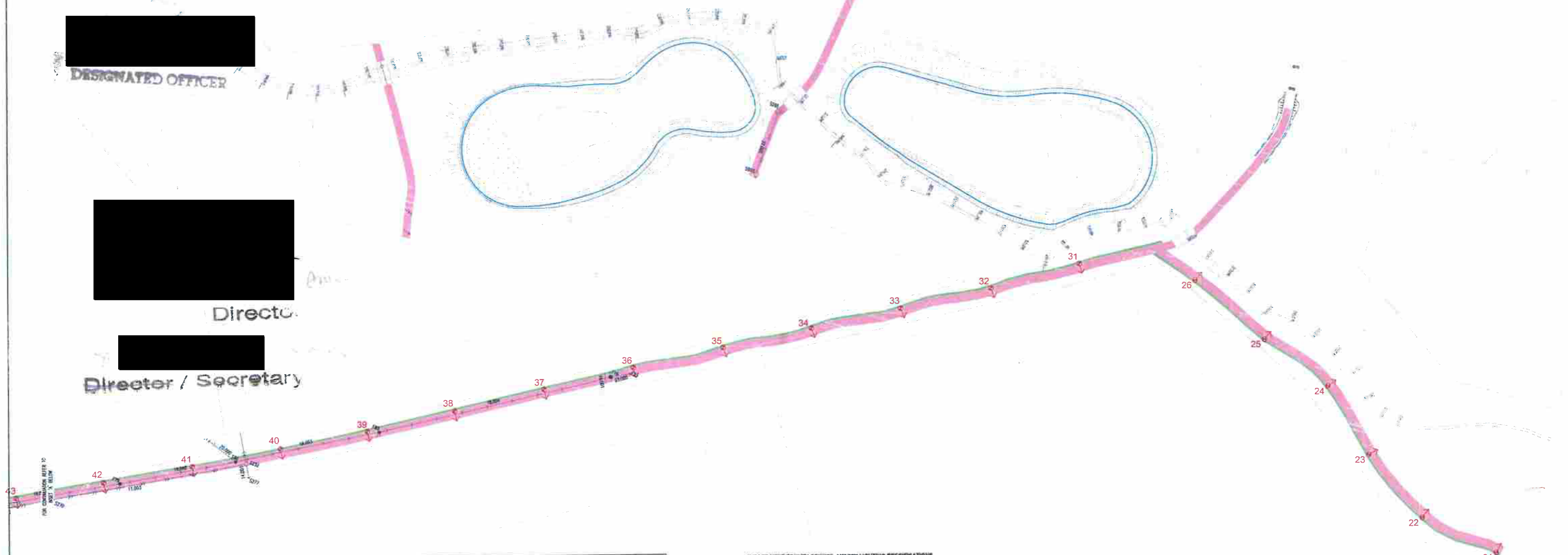
PHASE 4 FOOTPATHS
SECTION 38 AGREEMENT
SHEET 1 OF 3

DATE	REV	BY	CHK
11/01/2015	1	WSP	WSP
11/01/2015	2	WSP	WSP

NOTE: DIMENSIONS & ADJUSTED STIALS CORRELATED TO PARCEL EXCHANGES AS BULK/ADDITION DIMENSIONS FOR 1011, 1042, 1044, 1046, 1047 & 1048.

WSP Group plc

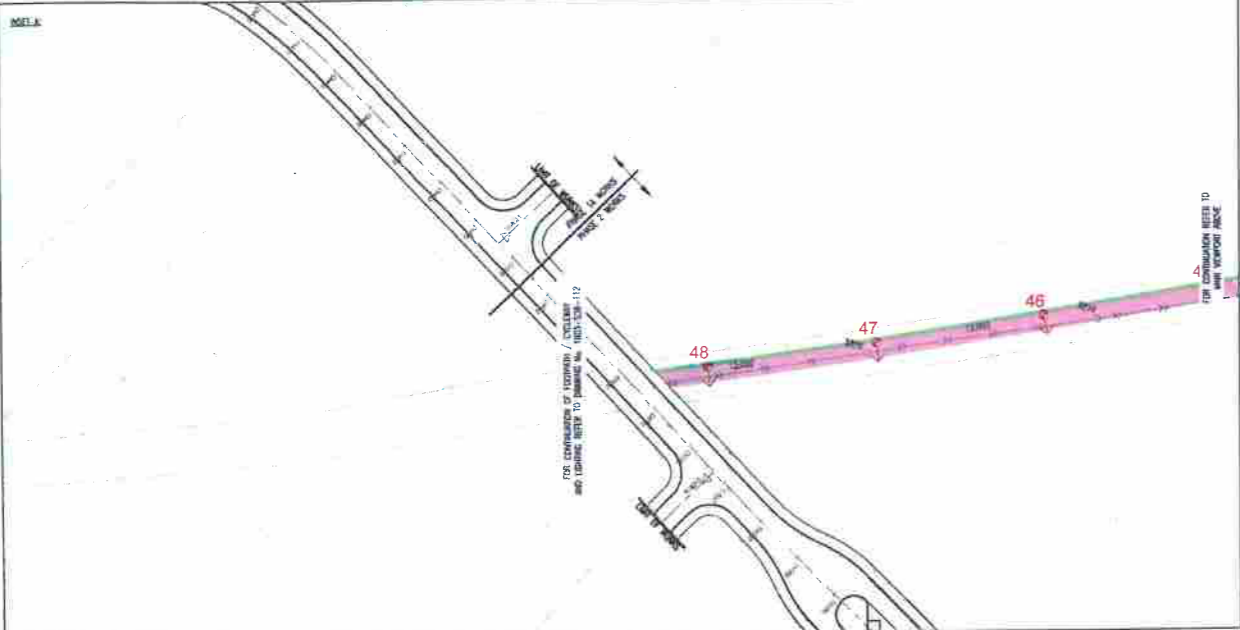
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DESIGNATED OFFICER

Director

Director / Secretary



OXFORDSHIRE COUNTY COUNCIL STREET LIGHTING SPECIFICATIONS

- FOOTPATHS**
- COLUMN** 5m Heavy tubular steel H-section column (BS EN 46) EN12110 (165x165x1000) complete with bush door. Rationalised wind loading factor (WLF) for Oxfordshire as specified in PD047/2008 are to be used as a pressure for design of lighting columns.
- BRACKET** 8.5m tubular steel bracket as 40-48 - spigot size for side entry lumens to be 40mm diameter. 1200mm long.
- LANTERN** Philips LED luminaire LED B03451 Luminaire body & canopy to be aluminium factory finished RAL9010 'red pearl' Philips Luminaire to dim to 50% 8 hours (indirect to base) CLO constant light output over 60,000hr driver life LED Orville - Colour temperature 830 Order code: B03451000004-20 / 50-1 in 50 AL4613 CLC146 PA-20 One point glowcast (SELV 240V) var on 28 hrs of.
- CONTROL** Two 300wattt 800mA Compliant Armature Oxfordshire County Council Specification. In Requirements of Lighting Columns, Bracket Arms & Doors from Oxfordshire Armature Appendix 1847. Upper additional overall coat to be applied in damp to a clean, degreased, dry surface.
- COLUMN FINISH** Two 300wattt 800mA Compliant Armature Oxfordshire County Council Specification. In Requirements of Lighting Columns, Bracket Arms & Doors from Oxfordshire Armature Appendix 1847. Upper additional overall coat to be applied in damp to a clean, degreased, dry surface.
- 1st Coat: Intermix 2000 to 2000mm above ground level & external street level 100, Duxton 'T' Wash Ref: 150-23 or lighty white external galvanneal surface.
- 2nd Coat: Intermix 2000 to 2000mm above ground level & external street level 100, Duxton 'T' Wash Ref: 150-23 or lighty white external galvanneal surface.
- 3rd Coat: External Street level 100, Duxton 'T' Wash Ref: 150-23 or lighty white external galvanneal surface.
- 4th Coat: External Street level 100, Duxton 'T' Wash Ref: 150-23 or lighty white external galvanneal surface.
- Additional notes:
- Columns to be sited within appropriate zone in the verge approx 300mm setback from cycleway, column foundation to be in accordance with HSD10462.
 - Foundations are approximate. The Lead Authority Engineer reserves the right to alter positions depending on site conditions.
 - All equipment shall comply with the Oxfordshire County Council General Technical Specifications.
 - The Contractor shall submit samples of paint and technical Data Sheets / support from the Manufacturer prior to commencement of work.
 - In order to assist the Designer, OOC will mark out all of the column positions.
 - All columns to be installed by method from ground level.
 - Electrical Supply to Street Lighting Columns and Illuminated Signs are to be as recommended by the local Electricity Network Operator (i.e. Regional Electricity Company).
 - The 'A' reference number 'which is on the drawing, A4186, is to be quoted on all correspondence.
 - No trees are to be placed within the zones of a lamp column.
- NOTE: To be used on any using 3 Phase points applied by local will never offer the same appearance as that of a single phase feed. For the reason every effort should be made to minimise handling / transport damage.
- Street Lighting to be ordered by OXFORDSHIRE COUNTY COUNCIL

SECTION 36 AGREEMENT KEY

- ADOPTABLE CARRIAGEWAYS
- ADOPTABLE FOOTWAY AREAS
- ADOPTABLE SHARED USE FOOTWAY/DOVERPAT
- ADOPTABLE SOFT LANDSCAPING
- HOVWAY BRIDGE EXISTENCE

KEY

- SITE BOUNDARY
- BULLY POT AND CONNECTION AS DRAWING 1803/26/19/5
- HOVWAY GULLY CONNECTIONS
- HOVWAY DRAINAGE
- HOVWAY DRAINAGE HANDLES
- FULL WATER SINK
- FULL WATER SINK WITH
- EXISTING SURFACE WATER SINK
- FILTER DRAIN AS DRAWING No. 1803/10/120
- SURFACE SINK AS SPEC TO 1803/10/120
- CUT OF SW DRAIN AS SPEC NO 1803/10/120
- EXISTING DRAIN TO BE REWORKED/RELOCATED
- PANEL BOUNDARIES
- SURFACE DRAINAGE SINK, SEE 1803/10/120
- FULL DRAINAGE STUD. SEE 1803/10/120
- CHECK SW & FULL DRAIN FLOW CONTRA STRUCTURE AS SPEC 1803/10/120
- HEAVY DRAIN SINK, AS DRAWING 1803/10/120
- HEADLINE TYPE 2, AS DRAWING 1803/10/120
- CONCRETE BACKSTOP HEADWALL AS DRAWING 1803/10/120 OF 040
- PETROL INTERFERENCE (TOLERANCE TO BE PROVIDED TO DCC SPECIFICATION)
- WARRANTY FEE DRAIN TO DRAIN AND FIE. 100mm PPE WITH EDWIN DEPA
- CHANGE LINE AND CHECK

NOTES

- THIS DRAWING SHOULD BE READ IN CONNECTION WITH ALL OTHER RELEVANT ENGINEERING DETAILS, DRAWINGS & SPECIFICATIONS.
- ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED. DIMENSIONS ARE TO FACE UNLESS OTHERWISE STATED.
- FROM THE COMMENCEMENT OF CONSTRUCTION WORK, EXISTING LINES AND DIMENSIONS ARE TO BE CHECKED AND CONFIRMED ON SITE.
- ANY DISCREPANCIES SHOULD BE REPORTED TO THE ARCHITECT/ENGINEER IMMEDIATELY SO THAT CLARIFICATION CAN BE SOUGHT PRIOR TO THE COMMENCEMENT OF WORK.
- FROM THE COMMENCEMENT OF CONSTRUCTION WORK, THE LOCATION OF ALL EXISTING SERVICES ARE TO BE CHECKED AND THEIR LOCATION CONFIRMED.
- THE LOCATION OF ANY SERVICES SHOWN ON THIS DRAWING ARE INDICATIVE ONLY. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND PROTECT THE PORTION/LEVEL OF ALL SERVICES WHICH WILL AFFECT THE WORK PRIOR TO COMMENCING ANY CONSTRUCTION.
- ANY NECESSARY/ADDITIONAL WORKS REQUIRED ARE TO BE COMPLETED IN ADVANCE OF THE PROPOSED WORKS AND IN ACCORDANCE WITH THE RELEVANT STATUTORY REQUIREMENTS.
- ALL HOVWAY DRAINAGE TO BE ADVISED BY THE CONTRACTOR THAT ALL DRAINAGE TO BE CONSTRUCTED TO THE STRENGTHS LAY DOWN IN DRAINAGE FOR ADOPTION EDITION 6.
- ALL SERVICES TO BE LAD TO CLASSE 3 BONDING CLASSIFICATION UNLESS SPECIFIED OTHERWISE.
- REFER TO FINISHES DRAWING AND SOH AND LIME DRAWING.
- FULL WATER SINKS TO BE ADVISED BY FINISHES WATER RELATES UNDER SECTION 104 OF THE WATER RESOURCES ACT.

NO.	DATE	BY	DESCRIPTION	CHKD.	APPD.
1	18/03/19	...	...	...	...
2	20/03/19	...	...	...	...
3	21/03/19	...	...	...	...
4	22/03/19	...	...	...	...
5	23/03/19	...	...	...	...
6	24/03/19	...	...	...	...
7	25/03/19	...	...	...	...
8	26/03/19	...	...	...	...
9	27/03/19	...	...	...	...
10	28/03/19	...	...	...	...
11	29/03/19	...	...	...	...
12	30/03/19	...	...	...	...

FOR TECHNICAL APPROVAL

WSP Group plc

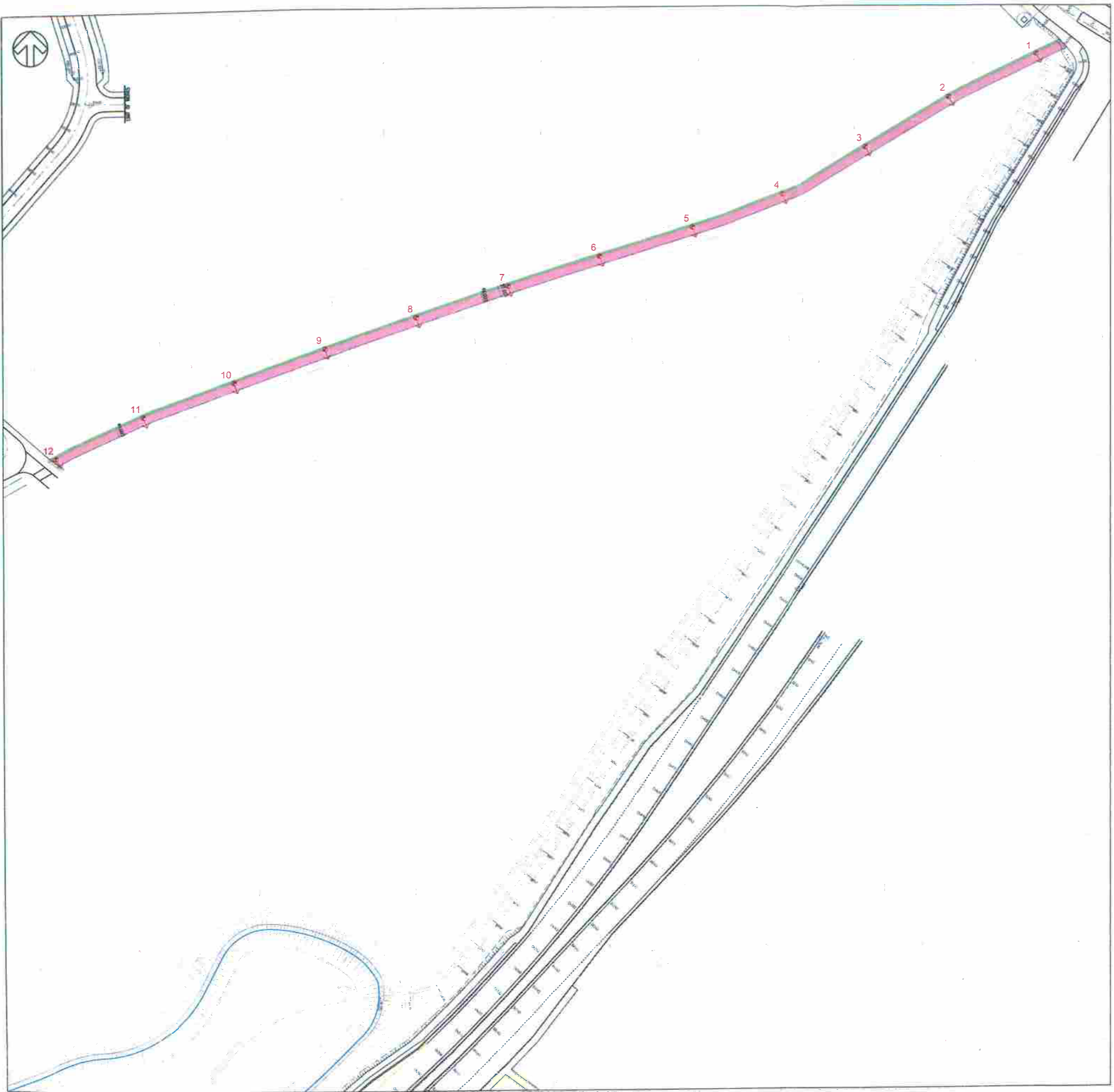
11011003 1502626/113

COUNTRYWIDE PROPERTIES

SOUTH WEST BUCKINGHAM

PHASE 4 FOOTPATHS SECTION 36 AGREEMENT SHEET 2 OF 3

NO.	DATE	BY	DESCRIPTION	CHKD.	APPD.
1	18/03/19	...	...	...	...
2	20/03/19	...	...	...	...
3	21/03/19	...	...	...	...
4	22/03/19	...	...	...	...
5	23/03/19	...	...	...	...
6	24/03/19	...	...	...	...
7	25/03/19	...	...	...	...
8	26/03/19	...	...	...	...
9	27/03/19	...	...	...	...
10	28/03/19	...	...	...	...
11	29/03/19	...	...	...	...
12	30/03/19	...	...	...	...



OXFORDSHIRE COUNTY COUNCIL STREET LIGHTING SPECIFICATIONS
FOOTPATHS

COLUMN
1m "Recess" tubular steel Pole & Lower section (BS EN 40) EN10120
100mm dia. 500mm height with Bush. Full threaded and locking factor
50mm dia. 100mm height for use as a pressure
bracket for lighting column.

BRACKET
0.3m recess and bracket at 90° – major size for wide entry lantern to be 45mm
diameter, 100mm long.

LANTERN
Philips Star LED 800-801
Luminaire body & canopy to be aluminium factory finished RAL9003 "lead grey"
Philips Lampcap to 6m to 50% & height (height to base)
LED Luminaire - Colour temperature 3000K
LED Luminaire - Beam spread 120°
Order ref: B1500AL80113.120 LUM AL80113 CLD AL80113
One piece photocell (DRLC 8001) set at 55 lux on 25 lux off

CONTROL
Type 511 system 511A Semiconductor Oxidation Resistant, Silver-plated
1.4 Requirements of Lighting Columns: Detailed Area & Diagram Oxidation Resistant
Appendix 1971. Upper additional overall costs to be quoted in shop to a clean, degreased
dry surface.

COLUMN FINISH

- 1st Coat: Internal coat to 20mm above ground level & external overall
from 121, Dupont's 2 Pack Extended Cure Epoxy M10
Ref: 90-276, Access Spray, Minimum Dry Film Thickness 100 microns
- 2nd Coat: Internal coat to 20mm above ground level & external overall
from 121, Dupont's 2 Pack Extended Cure Epoxy M10
Ref: 90-276, Access Spray, Minimum Dry Film Thickness 100 microns
- 3rd Coat: Internal coat to 20mm above ground level & external overall
from 121, Dupont's 2 Pack Extended Cure Epoxy M10
Ref: 90-276, Access Spray, Minimum Dry Film Thickness 100 microns
- 4th Coat: Internal coat to 20mm above ground level & external overall
from 121, Dupont's 2 Pack High Solids Acrylic Finish RAL 9013 (for other specified colour)
Ref: 80-Line Conventional Spray, Minimum Dry Film Thickness 50 microns

ADDITIONAL NOTES:

- Columns to be steel unless stipulated otherwise in the scope section 200mm setback from edge of pavement; column foundation to be in accordance with H02P13005
- Positions in 4th approximation. The Local Authority Engineer reserves the right to alter positions depending on site conditions.
- All equipment shall comply with the Oxfordshire County Council General Technical Specifications.
- The Contractor shall obtain samples of paint and technical Data Sheets / support from the Manufacturer prior to commencement of work.
- In order to assist the developer, OCC will mark out all of the column positions.
- All columns to be mounted two metres from ground level.
- Electrical Safety to Street Lighting Columns and Associated Signs are to be supervised/checked by the local Distribution Network Operator (i.e. Regional Electricity Company).
- The "A" in reference number which is on the drawing, A1101, is to be quoted in all correspondence.
- No trees etc to be planted within the system of a lamp column.

10: Touch up on site using 2 Pack paint applied by brush will never offer the same appearance as that of a spray applied finish. For this reason every effort should be made to minimise handling / transportation damage.

Street Lighting to be supplied by OXFORDSHIRE COUNTY COUNCIL

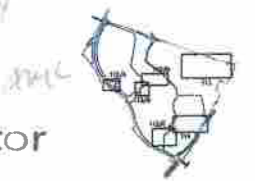
- DO NOT SCALE**
- THIS DRAWING SHOULD BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT DRAWINGS, SPECIFICATIONS & CONDITIONS.
 - ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED. DIMENSIONS ARE TO FACE UNLESS OTHERWISE STATED.
 - PRIOR TO THE COMMENCEMENT OF CONSTRUCTION WORKS, EXISTING LEVELS AND DIMENSIONS ARE TO BE CHECKED AND CORRECTED BY THE CONTRACTOR.
 - ANY DISCREPANCIES SHOULD BE REPORTED TO THE ARCHITECT/ENGINEER IMMEDIATELY SO THAT CLARIFICATION CAN BE OBTAINED PRIOR TO THE COMMENCEMENT OF WORK.
 - PRIOR TO CONSTRUCTION WORKS COMMENCING ON SITE, THE LOCATION OF ALL EXISTING SERVICES ARE TO BE CHECKED AND THEIR LOCATIONS CONFIRMED.
 - THE LOCATION OF ANY SERVICES SHOWN ON THIS DRAWING ARE INDICATIVE ONLY. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY AND MARK THE POSITION/LEVEL OF ALL SERVICES WHICH WILL AFFECT THE WORKS PRIOR TO COMMENCING ANY CONSTRUCTION.
 - ANY REVISIONS/REVISIONS REQUIRED ARE TO BE COMPLETED IN ADVANCE OF THE PROPOSED WORKS AND IN ACCORDANCE WITH THE RELEVANT STATUTORY REQUIREMENTS.
 - ALL HIGHWAY DRAINAGE TO BE ADAPTED BY OCC WHO REQUIRE THAT ALL DRAINS BE CONSTRUCTED TO THE STANDARD Laid DOWN BY TENERS FOR ADOPTION (DITCH 8).
 - ALL SEWERS TO BE Laid TO CLASS 5 BENDING CLASSIFICATION UNLESS SPECIFIED OTHERWISE.
 - REFER TO FUTURE DRAWINGS AND SOON AND LANE DRAINAGE.
 - FULL WATER SERVICES TO BE ADAPTED BY TENERS WATER UTILITIES UNDER SECTION 104 OF THE WATER INDUSTRY ACT.
- KEY:**
- SITE BOUNDARY
 - GLASSY FISH AND CONNECTION AS DRAWING 1903/20/015
 - HIGHWAY DAILY CONNECTIONS
 - HIGHWAY DRAINAGE
 - HIGHWAY DRAINAGE MAN-HOLE
 - FULL WATER SENDER
 - FULL WATER MANHOLE
 - EXISTING SURFACE WATER SENDER
 - FILTER DRAIN AS DRAWING 1903/20/120
 - HIGHWAY DRAIN AS SMC AS 1903/20/030
 - OUT GUT OR DITCH AS SMC AS 1903/20/030
 - EXISTING DITCH TO BE REDRAWN/REALIGNED
 - PARCEL BOUNDARIES
 - SURFACE DRAINAGE STR. SEE 1903/20/041
 - FULL DRAINAGE STR. SEE 1903/20/041
 - CHECK DWG & FILTER DRAIN FLOW CONTROL STRUCTURE AS SMC 1903/20/042
 - SEPs
 - REDS DRINK DUMP AS DRAWING 1903/20/008
 - REINFORCEMENT TYPE 2 AS DRAWING 1903/20/016
 - CONCRETE REINFORCING REINFORCEMENT AS DRAWING 1903/20/023 OR 040
 - PETROL INTERCEPTION (ELEMENTARY TO BE PROVIDED TO OCC SPECIFICATION)
 - SHOWN FILTER DRAIN TO DRAIN WITH THE VEHICLE PAVEMENT WITH 300mm DEPTH
 - DRAINAGE LINE AND CHANGE
- SECTION 28 AGREEMENT KEY:**
- ADAPTABLE DRAINAGE AREAS
 - ADAPTABLE FOOTWAY AREAS
 - ADAPTABLE SHARED USE FOOTWAY/BICYCLEWAY
 - ADAPTABLE SOFT LANDSCAPING
 - HIGHWAY DRAINAGE LAYOUT



Director

Director / Secretary

DEPUTY DIRECTOR OFFICER



KEY PLAN

NO	DATE	BY	DESCRIPTION	REVISED	CHK	APP
1	21/10/17	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			
2	16/11/17	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			
3	21/11/17	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			
4	08/12/17	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			
5	15/12/17	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			
6	22/12/17	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			
7	29/12/17	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			
8	05/01/18	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			
9	12/01/18	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			
10	19/01/18	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			
11	26/01/18	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			
12	02/02/18	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			
13	09/02/18	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			
14	16/02/18	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			
15	23/02/18	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			
16	01/03/18	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			
17	08/03/18	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			
18	15/03/18	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			
19	22/03/18	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			
20	29/03/18	JL	ISSUED TO IFC FOR PRELIMINARY REVIEW			

FOR TECHNICAL APPROVAL

WSP
WSP Group plc, 100 Broad Street, Birmingham, B2 4UG
Tel: +44 (0)121 609 5500 Fax: +44 (0)121 609 5555
http://www.wspgroup.com

COUNTRYSIDE PROPERTIES

SOUTH WEST BICENTER
BICENTER, OXFORDSHIRE

PHASE 4 FOOTPATHS
SECTION 28 AGREEMENT
SHEET 3 OF 3

NO	DATE	BY	DESCRIPTION	REVISED	CHK	APP
1	15/02	GJ				
2	16/02/18	JL				
3	16/02/18	JL				
4	16/02/18	JL				

11011600 | 1005030714 | H

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Approved for Circulation: 15/02/2018, 10:50 AM
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Approved for Release: 16/02/2018, 11:47 AM
Approved for Sign: 16/02/2018, 11:47 AM
Approved for Print: 16/02/2018, 11:47 AM

AND

“the Long Stop Date” means the Long Stop Date (Phase 1A) and/or the Long Stop Date (Phase 1B) and/or the Long Stop Date (Phase 2) and/or the Long Stop Date (Phase 3) and/or the Long Stop Date (Phase 4)

- 1.38. “the Owner” means the said Countryside Properties (Bicester) Limited (company number 4165427) whose registered office is at Countryside House The Drive Brentwood Essex CM13 3AT and their successors in title and assigns
- 1.39. “the Plan” means the plans numbered 1903-S38-104 L, 1903-S38-115 F, 1903-S38-106 H, 1903-S38-107 H, 1903-S38-110 H, 1903-S38-111 H, 1903-S38-112 H, 1903-S38-113 J and 1903-S38-114 H annexed to this Deed
- 1.40. “the Planning Permission” means the planning permission application reference 06/00967/OUT
- 1.41. “the Roads (Phase 1A)” means the carriageways footways cycleways and verges margins and visibility splays which are to be constructed on the Land and which are coloured brown grey magenta and green respectively on the Drawing (Phase 1A) and including highways drains road gulleys filter drains and connections and any off site highway drainage which are shown coloured blue on the Drawing (Phase 1A) and any street lighting equipment which is shown coloured red on the Drawing (Phase 1A) and the Roads (Phase 1A) includes 43 trees and 510 meters of planting and filter drains

“the Roads (Phase 1B)” means the carriageways footways cycleways and verges margins and visibility splays which are to be constructed on the Land and which are coloured brown grey magenta and green respectively on the Drawing (Phase 1B) and including

highways drains road gulleys filter drains and connections and any off site highway drainage which are shown coloured blue on the Drawing (Phase 1B) and any street lighting equipment which is shown coloured red on the Drawing (Phase 1B) and the Roads (Phase 1B) includes 8 trees

“the Roads (Phase 2)” means the carriageways footways cycleways and verges margins and visibility splays which are to be constructed on the Land and which are coloured brown grey magenta and green respectively on the Drawing (Phase 2) and including highways drains road gulleys filter drains and connections and any off site highway drainage which are shown coloured blue on the Drawing (Phase 2) and any street lighting equipment which is shown coloured red on the Drawing (Phase 2) and the Roads (Phase 2) includes 14 trees

“the Roads (Phase 3)” means the carriageways footways cycleways and verges margins and visibility splays which are to be constructed on the Land and which are coloured brown grey magenta and green respectively on the Drawing (Phase 3) and including highways drains road gulleys filter drains and connections and any off site highway drainage which are shown coloured blue on the Drawing (Phase 3) and any street lighting equipment which is shown coloured red on the Drawing (Phase 3) and the Roads (Phase 3) includes 50 trees, 38 meters of planting and a permeable paved area

“the Roads (Phase 4)” means the footways cycleways and verges margins and visibility splays which are to be constructed on the Land and which are coloured grey magenta and green respectively on the Drawing (Phase 4) and including highways drains road gulleys and

connections and any off site highway drainage which are shown coloured blue on the Drawing (Phase 4) and any street lighting equipment which is shown coloured red on the Drawing (Phase 4) The Roads (Phase 4) include the adoptable soft landscaping coloured green on the Drawing (Phase 4)

AND

“the Roads” means the Roads (Phase 1A) the Roads (Phase 1B) the Roads (Phase 2) the Roads (Phase 3), the Roads (Phase 4) and Infrastructure Drainage as applicable

- 1.42. “the Service Media” means all drains sewers pipes wires cables sewers and associated apparatus for the supply of water electricity gas radio television telephone and other audio visual and data signals and the disposal of foul and surface water
- 1.43. “the Specification” means the specification plans and sections approved by the Engineer which shall comply with the Council’s conditions and technical specifications for the construction of roads in residential areas and shall include the provision of means for lighting the Roads in accordance with the Council’s requirements
- 1.44. “Statutory Undertaker” means a body with a statutory right as defined in Section 105 (1) New Roads and Street Works Act 1991 to undertake street works as defined in that Act
- 1.45. “the Works” means the construction of the Roads (Phase 1A) the Roads (Phase 1B) the Roads (Phase 2) the Roads (Phase 3) or the Roads (Phase 4) as applicable
- 1.46. Reference in this Agreement to fees for inspection of Works shall include fees for consideration of plans drawings and specification for the Works
- 1.47. Any reference to an enactment includes any amendment to or modification of it and the version of it for the time being in force shall apply

- 1.48. Headings in this Agreement are for convenience only and shall not be taken into account in its construction and interpretation
- 1.49. References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Agreement
- 1.50. Where the context so requires:-
 - 1.50.1. the singular includes the plural and vice versa
 - 1.50.2. the masculine includes the feminine and vice versa
 - 1.50.3. persons includes bodies corporate associations and partnerships and vice versa
- 1.51. Where a party comprises more than one person the obligations and liabilities on that party shall be joint and several obligations and liabilities of those persons
- 1.52. Where more than one party enters into any obligation or liability those parties are jointly and severally liable
- 1.53. Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction

2. **Preliminary**

- 2.1. The Owner is the owner of the freehold of the Land registered at the Land Registry with title absolute under title number ON 223414 subject to three separate charges in favour of AVIVA INSURANCE UK LIMITED but otherwise free from incumbrances as the Owner hereby warrants
- 2.2. AVIVA INSURANCE LIMITED (the successor in title to AVIVA INSURANCE UK LIMITED) has completed DS3s releasing its charges over the Roads and the Infrastructure Drainage before the date hereof
- 2.3. For the purposes of the 1990 Act the Council is the county planning authority for the area which includes the Land

- 2.4. For the purposes of the 1980 Act the Council is the highway authority and the street works authority for certain highways in the area which includes the Land
- 2.5. The Owner intends to construct/has constructed the Roads (Phase 1A) the Roads (Phase 1B) the Roads (Phase 2) the Roads (Phase 3) and the Roads (Phase 4) further to the Planning Permission and to dedicate them as highways
- 2.6. The Council has agreed with the Owner that upon the Council being satisfied that the Roads have been constructed executed and carried out to the Council's satisfaction and in accordance with the Specification it will adopt the Roads as highways maintainable at the public expense
- 2.7. The Highway Works are works which the Council is authorised to execute by virtue of Part V of the 1980 Act and it has been agreed between the Owner and the Council that in lieu of the Owner paying the costs of the Highway Works the Highway Works should be executed by the Owner in conjunction with the Roads
- 2.8. This Deed is made under Section 38 and Section 278 of the 1980 Act and Section 106 of the 1990 Act and Section 111 of the Local Government Act 1972 and all other enabling powers and is a planning obligation for the purposes of Section 106 of the 1990 Act entered into by the Owner in respect of the Land and enforceable by the Council

3. **Application of this Deed to each Phase**

The Council and the Owner agree and confirm that provisions of clauses 4-17 inclusive of this Deed shall apply separately to each of the Roads (Phase 1A) the Roads (Phase 1B) the Roads (Phase 2) the Roads (Phase 3) and the Roads (Phase 4) save that clause 11.1 applies to this agreement as a whole

4. **Preconditions to Commencing Works**

The Owner will not commence the Works until all the following have been satisfied:-

- 4.1. the certificate of approval of drawings has been issued by the Council
- 4.2. guarantors satisfactory to the Council have entered into the Bond in such form as shall be approved by the Council guaranteeing the performance by the Owner of its obligations under this Agreement (as applied to the Roads (Phase 1A) the Roads (Phase 1B) the Roads (Phase 2) the Roads (Phase 3) or the Roads (Phase 4)
- 4.3. the Owner has secured easements (in such form as shall have previously been approved by the Council) over any land in the ownership of a third party through which any part of the highway drainage system will pass or into which the system will discharge (the routes of such easements to be shown on the As-Built Drawings) and where applicable such easements have been registered at HM Land Registry and has secured all requisite consents for any discharge of highway drainage into a watercourse
- 4.4. insurance in accordance with clause 5.3 has been approved by the Council

5. **Execution of Works**

- 5.1. The Owner will execute the Works
 - 5.1.1. entirely at its own expense;
 - 5.1.2. in accordance with this Agreement and the Specification;
 - 5.1.3. to the satisfaction in all respects of the Engineer;
 - 5.1.4. with monitoring by the Engineer; and
 - 5.1.5. with all due diligence and in a good and workmanlike manner using only good quality materials and in accordance with all statutes, secondary legislation, national and governmental

codes of practice, best practice guidelines and similar instruments

- 5.2. Without prejudice to the generality of clause 5.1 the Owner will in compliance with requirements of the Council erect lamp columns or wall/pole mounted brackets and fittings and other street lighting equipment as specified by the Engineer and arrange for the connection of the electricity supply so that the street lights are in working order to the satisfaction of the Engineer
- 5.3. The Owner will take out and maintain public liability insurance so as to cover the liability of the Owner and of its employees and contractors in respect of any injury or damage to persons or property which may arise from or in connection with the execution and completion of the Works throughout the execution of the Works until they are adopted as highway maintainable at public expense and the sum insured will be not less than £10million in respect of a single incident
- 5.4. Prior to the commencement of the Works the Owner will provide suitable vehicle and wheel cleaning apparatus on the Land and shall ensure that such apparatus is maintained in good and usable condition and used by all vehicles immediately before leaving the Land to prevent mud or other materials being deposited on the adjoining existing highways

6. **Duration of Works and Extension of Time**

- 6.1. The Owner will complete the Works no later than the Long Stop Date
- 6.2. Without prejudice to any other right or remedy of the Council, the Council may at any time permit an extension of time to complete the Works for such period of time as the Council shall in its discretion determine and the Owner shall pay within 14 days of demand such additional inspection fees (in addition to that provided for in clause 11.1) as is necessary to reimburse to the

Council the additional cost incurred in inspecting the Works by reason of the grant of such extension of time

7. **Services**

7.1. The Owner will ensure that any Service Media to be laid under the Roads

7.1.1. are laid to the satisfaction of the Engineer in compliance with any requirements of the Engineer as to the laying position depth protective covering or other matter concerning any such apparatus and will afford all necessary facilities to enable the Engineer to satisfy himself that any requirements laid down by him have been observed and

7.1.2. are laid to the boundaries on either side of the Roads to points to be agreed with Engineer

AND that all such Service Media are so laid before the final surfacing of the Roads is carried out

7.2. The Owner will not at any time give consent to the erection by any electronic communications operator of telegraph or telephone poles on the Roads without the consent in writing of the Council first having been obtained (such consent not to be unreasonably withheld or delayed)

7.3. The Owner will not without having first secured a licence from the Council for the purpose discharge into the highway drainage system surface water from any part of the Land which does not form part of the Roads -

7.4. The Owner will not grant without the consent of the Council any wayleave easement or right which could not be executed or enjoyed without the consent of the Council if the Roads were highway maintainable at public expense

7.5. The Owner will secure without expense to the Council easements (in such form as shall have previously been approved by the Council) over any land in the ownership of a third party through which any part of the highway

drainage system will pass or into which the system will discharge and secure all requisite consents for any highway drainage which discharges into a watercourse

7.6. The provisions of Schedule One will apply where there are or will be Estate Highway Drains

8. Infrastructure Drainage

8.1. In this clause and in Schedule Two

8.1.1. "Parcel(s)" means the KM parcels listed in column one in Part 1 of Schedule Two in which the Infrastructure Drainage is located and which are registered at the Land Registry with the title numbers listed opposite in column two

8.1.2. "Rights" means those rights excepted and reserved from the transfer of each Parcel as set out in Part 2 of Schedule Two and which have been noted on the title number of each Parcel and the benefit of which has been noted on Owner's registered title number ON223414

8.1.3. "Covenants" means those covenants on the part of the transferee of each Parcel contained in the transfer of each parcel from the Owner and set out in Part 3 of Schedule Two and referred to in the charges register of the registered title to each Parcel

8.2. In so far as the Infrastructure Drainage is sited on land that is no longer in the ownership of the Owner at the date hereof

8.2.1. The provisions of Schedule 2 apply to such Infrastructure Drainage and

8.2.2. The Owner assigns confirms and agrees that the benefit of the Rights and the benefit of the Covenants will on adoption of the Roads and the Infrastructure Drainage apply to the interest comprising the surface of the Roads and so much of the sub surface that is required for highway

purposes which interest will vest in the Council pursuant to Section 263 of the 1980 Act and the Infrastructure Drainage

8.3. In so far as the Infrastructure Drainage is sited on the Land that is within the ownership of the Owner at the date hereof the provisions of Schedule 1 apply to such Estate Highway Drains

9. **Testing**

9.1. The Owner will at all times give to the agents and employees of the Council free access to every part of the Roads and permit them to inspect the same and all materials used or intended for use (which inspection may in the case of the highway drainage system include the use of close circuit television equipment) and if required by the Engineer to do so to uncover or open up any work to enable it to be inspected and if so required to remove any work or materials which are not in accordance with the Specification or which in the opinion of the Engineer are defective and at the Owner's own expense to re-execute any such work and substitute proper and suitable materials to the satisfaction of the Engineer

9.2. The Owner will within 14 days of written demand pay to the Council the cost of any testing required by the Engineer in his discretion of materials used in connection with the Works

10. **Maintenance (General)**

Until the Roads become highways maintainable at the public expense the Owner will keep the whole of the Works in a good state of efficiency cleanliness and repair including but without limitation the cutting of grass verges and reinstate and make good any defects which shall or may appear arise or become manifest to the Engineer

11. **Payment**

11.1. The Owner will on the execution of this Agreement pay to the Council the sum of One Hundred and Fifty Five

Thousand Twenty Two Pounds and Fifteen Pence (£155,022.15) (the Council has already received the sum of One Thousand Five Hundred Pounds (£1,500) from the full sum of One Hundred and Fifty Six Thousand Five Hundred and Twenty Two Pounds and Fifteen Pence (£156,522.15)) in respect of the monitoring of the Works by the Council (and without prejudice the other provisions of this clause 11 the general management of this Agreement) and in addition (and without prejudice to clause 11.6) the Council's legal charges and disbursements in connection with the preparation and completion of this Agreement

- 11.2. The Owner will pay the Commuted Sum to the Council prior to the issue of the Certificate of Adoption and not later than 10 months after the issue of the Certificate of Practical Completion
- 11.3. The Owner will pay upon receipt of a written demand (or if later together with payment further to clause 11.2) to the Council the aggregate sum of £16 multiplied by the number standard of street lighting columns and £80 multiplied by the number of LED columns
- 11.4. In the event that any payment due to the Council pursuant to this Agreement is not paid by the due date then interest at 4% per annum above the base rate from time to time of Lloyds Banking Group Plc will be paid to the Council on the amount outstanding from the due date to the date of payment
- 11.5. The Owner will pay to the Council within 14 days of receipt of a written demand made prior to adoption by the Council any costs incurred by the Council in the promotion of and where applicable making and implementing any orders that regulate traffic which the Council deems appropriate because of the Works and whether promoted, made or implemented before, during or after completion of the Works

11.6. The Owner will pay to the Council within 14 days of receipt of a written demand legal charges and disbursements incurred by the Council in connection with the consideration and where applicable completion of easements to be secured pursuant to clause 7.5 and exceptions and reservations and deeds of grant of easement and covenant further to Schedule One

12. **Practical Completion**

- 12.1. Upon the practical completion of the construction of each phase of the Roads in accordance with the preceding clauses of this Agreement the Engineer shall issue a Certificate of Practical Completion for each phase of the Roads and give consideration to a reduction in the sum secured by the Bond for that phase
- 12.2. Within two months following the date of the Certificate of Practical Completion of each phase of the Road (or such longer period as the Council may in writing agree) the Owner will forward to the Council the Health and Safety File including As-Built Drawings together with certified copies of all easements secured pursuant to clause 7.5 and all consents obtained in accordance with clause 7.5
- 12.3. The Owner will remain the street manager for the purposes of the New Roads and Street Works Act 1991 (and as referred to in Section 49(4) of that Act) until such time as the Works become maintainable at the public expense and in this respect the Owner will appoint a supervisor qualified in accordance with the provisions of Section 67 New Roads and Street Works Act 1991 until the Works are adopted
- 12.4. If during the period of one year after the date of the Certificate of Practical Completion (and any further period during which any which any of the preconditions specified in clause 13.2 remain to be satisfied) any defect or damage shall arise or occur in such phase of the Roads for which a Certificate of Practical Completion

has been issued the Owner will at its own expense and within three months after notification in writing by the Council to the Owner of such defect or damage make good the same to the satisfaction of the Engineer and during such period of one year and during the period until such defect or damage is made good (and any such further period as aforesaid) the Owner will maintain the Works in accordance with the terms of this Agreement

13. **Certificate of Final Completion and Adoption**

13.1. At the end of the period of one year after the date of the Certificate of Practical Completion for each phase of the Roads (or as applicable any longer period during which any of the preconditions specified in clause 13.2 remain to be satisfied) if the Engineer is satisfied that the Works have been properly maintained and repaired and that all defects (if any) have been remedied he shall issue a Certificate of Final Completion for that phase of the Roads

13.2. The following are preconditions to adoption of each phase of the Roads:-

13.2.1. the Engineer has issued his Certificate of Final Completion for that phase

13.2.2. unless otherwise agreed by the Council the Owner has procured that an independent safety auditor approved by the Council has undertaken road safety audit stages 1, 2, 3 and if requested by the Council stage 4 on the Works in that phase in accordance with H.D. 19/03 (Road Safety Audit volume 5: design manual for roads and bridges) and the Owner has carried out at its own expense all the major works identified in the Road Safety Audits to the satisfaction of the Council

13.2.3. all payments due further to this Agreement including the Commuted Sum for that phase and

- the payment referred to in clauses 11.3 have been made to the Council
- 13.2.4. the Health and Safety File has been furnished to the Council with the As-Built Drawings in respect of that phase
 - 13.2.5. certified copy easements and consents in respect of that phase required in accordance with clause 7.5 have been furnished to the Council and the Council is satisfied that where applicable the Owner will enter into a deed of grant as provided in paragraph 3 of Schedule One on the same day as and immediately following the adoption of that phase of the Roads
 - 13.2.6. in the opinion of the Engineer all construction vehicles have ceased to use that phase of the Roads
 - 13.2.7. that phase of the Roads connects directly to a public highway
 - 13.2.8. at least seventy-five per centum of the frontage to that phase of the Roads on which the Planning Permission plans show buildings to be erected has been developed by the erection of the residential properties. For the avoidance of doubt, the Roads (Phase 1B) and the Roads (Phase 4) are excluded in their entirety.
 - 13.2.9. any sewers constructed under that phase of the Roads under an agreement under Section 104 of the Water Industry Act 1991 have been certified as being adopted (unless the Council at its absolute discretion waives this requirement)
- 13.3. When the conditions set out in clause 13.2 are satisfied (or at the absolute discretion of the Council such conditions have been partially satisfied and this is notified to the Owner) the phase of the Roads as shown on the As-Built Drawings shall by virtue of this Agreement be

deemed to have been dedicated by the Owner as public highways (for all public highway purposes including use by mechanically propelled vehicles) and adopted by the Council as highways maintainable at the public expense and the Council shall issue a Certificate of Adoption the date of which shall be the specified date under Section 38(3) of the 1980 Act on which that phase of the Roads as shown on the As-Built Drawings shall become for the purposes of the 1980 Act highways maintainable at the public expense

- 13.4. The Council may at its discretion before the Works shall have been completed adopt any part of the Roads (the construction of which part shall have been completed and certified by the Engineer in manner specified above) if such part shall be not less than One hundred metres in length and shall connect directly with an existing vehicular highway maintainable at the public expense. On such adoption the relevant part of the Roads shall be deemed to have been dedicated by the Owner as public highway
- 13.5. The Owner consents to the noting of the provisions of clause 13.3 and clause 13.4 of (and the schedules to) this Agreement on the registers of Title No. ON223414
- 13.6. If the Owner shall wish to use any section of the Works which under this Agreement has become a highway maintainable at the public expense with lorries or other heavy vehicles operated on behalf of the Owner in connection with road or building works carried out on the Land or on any adjoining land he shall first consult the Engineer and any such traffic shall in any event be deemed to be extraordinary traffic for the purposes of Section 59 of the 1980 Act and the Owner agrees to pay to the Council any additional cost of repair or maintenance as may be certified by the Engineer as being attributable to such extraordinary traffic due allowance being made for the ordinary cost of

maintenance of such section of the highway by reason of normal wear and tear

- 13.7. The Owner will secure all requisite consents for street name plates (including replacement in a revised style) to be placed and retained on walls constructed at the Land and for painting/repairs to be undertaken to them

14. **Default**

Without prejudice to any other right or remedy of the Council if the Owner fails to execute or complete the Works in accordance with the Owner's obligations under this Agreement the Council shall be entitled (but without any obligation so to do) after giving not less than 7 days notice to the Owner informing it of such failure to execute or complete the Works in default and a right of entry is hereby irrevocably granted to the Council for all such purposes and the Council may charge the Owner with the expenses of carrying out any such remedial works it undertakes such expenses being a debt due to the Council and recoverable by the Council by action or otherwise provided always that save in case of emergency the Council shall not give a default notice unless it has first afforded the Owner a reasonable opportunity (not exceeding 3 months) to remedy the failure

15. **Indemnity**

- 15.1. The Owner will indemnify the Council against all liability actions claims demands expenses and proceedings arising out of or in connection with or incidental to the carrying out of the Works except to the extent that they arise out of or are in consequence of any negligence of the Council
- 15.2. Further the Owner will indemnify the Council against all claims for compensation and expenses incurred by the Council as a result of its exercising the rights set out at Schedule 2 over third party land in so far as the Council has caused as little inconvenience disturbance and damage as reasonably practicable and has made good

any damage caused in so far as reasonably practicable within a reasonable time

15.3. Further the Owner will indemnify the Council against all liabilities actions claims charges costs demands and expenses under the Land Compensation Acts (and any regulations made thereunder) arising from or incidental to the use of the Works following upon the carrying out or completion of them or resulting from or incidental to the use of any other roads as altered on account of the Works

16. **No Implied Warranty**

Nothing in this Agreement shall imply any obligation on the part of the Council to the Owner or any other person to ensure that the Works are properly constructed or absolve the Owner in any way from any liability or obligation on its part of under this Agreement or by statute or at common law

17. **Non-Fetter**

Nothing contained in this Agreement shall operate to take away or prejudice the right of the Council to exercise the powers conferred upon it by the private street works code in Part XI of the 1980 Act in respect of the Roads if the Owner or its successors or assigns shall fail to perform all or any of the obligations undertaken or imposed upon the Owner by this Agreement in the manner provided above

18. **Termination**

If the Owner shall fail to perform or observe any of the covenants and conditions on the part of the Owner contained in this Agreement or if the Owner shall go into liquidation voluntarily or otherwise except for the purpose of re-organisation amalgamation or reconstruction into a solvent company or if an administration order is made in respect of the Owner or a receiver or administrative receiver is appointed over all or any of the Owner's assets or if the Owner shall enter into a composition or arrangement with its creditors the Council may without prejudice to any of its rights claims or remedies against the Owner for any

non-performance or non-observance terminate this Agreement by notice in writing signed by the proper officer of the Council

19. **Alienation**

19.1. The benefit of this Agreement may not be assigned by the Owner without the prior consent of the Council which shall not be unreasonably withheld

19.2. The Owner will give the Council written notice of any disposal of its interest in the Land (to the extent that the disposal relates to the Works or the Roads or any part of it and of the name and address of the new owner and the date of the disposal within 14 days of such disposal

SAVE THAT this shall not apply to a disposal of a residential unit for private occupation

20. **Act Reasonably**

Where a matter falls within the party's discretion that party shall exercise such discretion in a reasonable and expeditious manner and shall give any requisite notice of that decision and any other notice provided for by this Agreement without undue delay

21. **Rights of Third Parties**

Notwithstanding any other provision of this Agreement nothing in this agreement confers or purports to confer any rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act

22. **No Waiver**

No alteration in the terms of this Agreement nor any forbearance or forgiveness on the part of the Council in or in the extent or nature of any matter or thing concerning this Agreement shall in any way release the Owner from any liability under this Agreement

23. **Notice**

23.1. Any notice or notification to be given to the Council under this Agreement shall be sent to the Director for Planning and Place of the Council (Ref Spine Road Kingsmere Bicester: 129.187) County Hall, New Road, Oxford OX1

1ND or to such other person at such other address as the Council shall direct from time to time

23.2. Any notice or notification to be given to the Owner under this Agreement shall be sent to the registered office of the Owner from time to time marked for the attention of the Company Secretary

24. **Jurisdiction**

24.1. This Deed is governed by the interpreted in accordance with the Law of England

24.2. The parties to this Deed irrevocably submit to the jurisdiction of the courts of England

25. **Delivery**

The provisions of this Deed shall be of no effect until this Deed has been dated

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

SCHEDULE ONE

(see clause 7.6 – Estate Highway Drains)

In this Schedule

“the Property” means the Property transferred or as applicable the retained land of the Owner

“the Highway” means the Roads and any other highways for which the Council is the highway authority and which are capable of benefiting from the relevant rights and covenants

“the Strip” means the part of the Property shown coloured yellow on the Infrastructure Drainage Plan

Part 1 – Protective Requirements

- 1 The Owner will not permit or suffer any part of the Land at which the whole or part of Estate Highway Drains are or will be sited to be disposed of nor any contract in respect of such disposition to be entered into unless such disposition shall contain the following matters or they are comprised in a separate document completed simultaneously with such disposition:-
 - 1.1 Exceptions and reservations rights as set out in Part 2 of this Schedule for the benefits of the Highway.
 - 1.2 Covenants as set out in Part 3 of this Schedule for the benefit and protection of the Highway and with intent to bind the Disponee and its successors in title owners and occupiers for the time being of the Property in whosever's hands the same may comeand the Owner will procure that such exceptions and reservations/rights and covenants are noted at H M Land Registry on the title of the Property and the title of the Roads.

There shall deemed to be inserted as clause 13.2.10 of this Agreement the following precondition to the adoption of the Roads: that there has been produced to the satisfaction of the Council evidence that any part of the Land which has been disposed of by the Owner and at which the whole or part of the Estate Highway Drains are sited is subject to exceptions and reservations/rights and covenants as provided in Parts 2 and 3 of this Schedule and that they have been noted at H M Land Registry on the title of the Property and the title to the Roads

- 2 The Owner will immediately on the issue of the Certificate of Adoption grant to the Council in fee simple with full title guarantee rights as specified in Part 2 of this Schedule for the benefit of the Highway and covenant as provided in Part 3 of this Schedule in respect of any part of the Land which is retained by the Owner and at which the whole or any part of the Estate Highway Drains are sited and the Owner will procure that any person with an interest in the Property joins in the Grant of Easement and Deed of Covenant in favour of the Council for the purpose of consenting to and confirming such Grant of Easement and Deed of Covenant and further the Owner shall in such Grant of Easement and Deed of Covenant consent to its noting on the registered title to the Property and procure the consent of all other persons whose consent will be necessary to effect such noting

Part 2 – Exceptions and reservations/rights

- 1 To use the Estate Highway Drains for the purpose of conveying surface water from the Highway
- 2 To maintain the Estate Highway Drains at the Property
- 3 To enter upon the Property with or without vehicles plant tools equipment and apparatus for the purpose of inspecting cleaning repairing maintaining renewing replacing (with the same or updated apparatus) or removing the Estate Highway Drains as may be

necessary from time to time on prior reasonable notice except in case of emergency when no notice will be required

- 4 To open up the surface of the Strip for the purpose of carrying out any inspection cleaning repair maintenance renewal replacement or removal of the Estate Highway Drains as may be necessary from time to time subject to the person exercising such right causing as little damage as reasonably practicable to the Property and making good all damage caused

Part 3 – Covenants

- 1 Not to build or erect any building or structure whether a temporary or permanent nature upon the Strip
- 2 Not to plant any tree shrub or hedge in or on the Strip
- 3 Not to carry out mole ploughing or sub soiling drainage works at the Strip or otherwise carryout or omit at the Property anything which may damage or otherwise adversely affect or interfere with Estate Highway Drains

SCHEDULE TWO

Part 1

Parcel	Title Number
KM1 transfer dated 23 July 2010 to George Wimpey Midland Limited	ON297523
KM3 transfer dated 4 July 2012 to Bovis Homes limited	ON308752
KM4 transfer dated 4 July 2012 to Bovis Homes Limited	ON308752
KMC transfer dated 4 October 2013 to Persimmon Homes Ltd	ON311404
KMD transfer dated 4 October 2013 to Persimmon Homes Ltd	ON311404
Commercial Centre transfer dated 30 September 2011 to Premier Inn Hotels Limited	ON299274
KM9 transfer dated 26 th September 2012 to Bellway Homes Limited	ON304586
KM5 transfer dated 18 September 2015 to Bellway Homes Limited	ON321917

Part 2

RIGHTS

Except as set out at paragraph 2 of part 4 of this Schedule the transfers by the Owner of the Parcels referred to in column 1 of part 1 of this Schedule except and reserve the following rights for benefit of the Retained Land

- 1 to use any Conduits for the free and uninterrupted passage and running of Services and to enter the Retained Land for purpose of installing laying making connections and inspecting cleansing repairing replacing renewing altering or maintaining the Conduits

SUBJECT to making good any damage and paying compensation for damage incapable of being made good in a reasonable period

And the definitions of "Conduits" "Retained Land" and "Services" in such transfers are as set out in part 4 of this Schedule

Part 3

COVENANTS

Except as set out at paragraph 2 of part 4 of this Schedule the transfers by the Owner of the Parcels referred to in column 1 of part 1 of this Schedule contain a restrictive covenant on the part of the transferee burdening the relevant Parcel in each case and for the benefit of the Retained Land as follows:

Not to erect any building or structure within 3 metres of any Conduits constructed on or under any other part of the

Development Site (from the position in which they are actually constructed)or any Conduits constructed on or under the Property which serve or are intended to serve any other part of the Development Site and not to obstruct access to such Conduits on foot and with any necessary vehicles plant or equipment

And the definitions of "Conduits" "Development Site" "Property" and "Retained Land" in such transfers are as set out in part 4 of this Schedule

Part 4

Definitions contained in each transfer

1. Definitions

"the Conduits" means the sewers drains watercourses ditches culverts pipes cables wires manholes soakaways pumping stations balancing facilities outlets optic cables ducts flues poles ventilation shafts electricity subs stations gas governor or other channels conductors or facilities for the passage of Services

"the Development Site" is in each transfer defined by reference to red edging on a plan annexed to the transfer and in all cases includes the Roads and the Infrastructure Drainage so that the benefit of the Rights and the benefit of the Covenants apply to inter alia the Roads and the Infrastructure Drainage

"the Property" is in each transfer the Parcel transferred and is described in box 3 of the relevant transfer

"Retained Land" means the Development Site vested in the Transferor at the date of the transfer but excluding the Property

“the Services” mean the disposal of foul and surface water and the supply of water gas electricity telephone communications cable television and all other services

“the Transferor” means Countryside Properties (Bicester) Limited

2. Variations

The transfer of the Commercial Centre referred to at column 1 of part 1 of this Schedule restricts the location of the Conduits to the Easement Corridor as defined therein and the “Easement Corridor” is shown by yellow colouring on the plan annexed to that transfer and is in the same position as that part of the Infrastructure Drainage as falls within that Parcel

EXECUTED as a DEED by)
COUNTRYSIDE PROPERTIES)
(BICESTER) LIMITED)
acting by a Director and)
it's Secretary [two Directors])

Director

Director/Sec



THE COMMON SEAL of THE)
OXFORDSHIRE COUNTY COUNCIL)
was affixed to this Deed)
in the presence of:-



Designated Officer

B5

B6

B9



HM Land Registry
Gloucester Office

12 July 2018

Our ref: Countryside Bicester

Dear Sirs

Title Number: ON223414
Proprietor: Countryside Properties (Bicester) Limited
Property: land on the west side of Oxford Road Bicester

We, Aviva Insurance Limited, as the proprietors for the time being of the legal charges dated 27 June 2008 and 24 October 2008 and 01 May 2009 referred to in the Charges Register to Title Number ON223414 HEREBY CONSENT to Countryside Properties (Bicester) Limited dedicating the Roads as public highways as set out in the Section 38 Agreement made between (1) Countryside Properties (Bicester) Limited and (2) The Oxfordshire County Council dated 21 August 2018.

Yours faithfully



Gerald Knights
Senior Surety Underwriter

C.22



COUNTRYSIDE

Places People Love

Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND

Our Ref: JP/NHC/Bicester /S38

21 June 2018

Dear Sirs

Title number: ON223414
Property: Land on the west side of Oxford Road, Bicester
Proprietor: Countryside Properties (Bicester) Limited

Please accept this letter as confirmation that the land under the Option Agreement dated 21 April 2010 made between (1) Countryside Properties (Bicester) Limited and (2) Countryside Properties (UK) Limited referred to at entry C22 of the above referenced title ON223414 does not affect the Roads as defined in the Section 38 Agreement made between (1) Countryside Properties (Bicester) Limited and (2) The Oxfordshire County Council dated 21 August 2018.

Please also accept this letter as our undertaking that any transfer of land to Countryside Properties (UK) Limited, made pursuant to the Option Agreement dated 21 April 2010, will reserve the necessary rights and impose the necessary covenants for infrastructure drainage.

Yours faithfully



Countryside Properties (UK) Limited
Legal Department
Tel: 01277 697 406
Email: jennifer.philpott@cpplc.com

B36A B4

HM Land Registry
Gloucester Officer

9 May 2018

Our ref: MCD HEB

Dear Sirs

Title Number: ON223414
Proprietor: Countryside Properties (Bicester) Limited
Property: land on the west side of Oxford Road Bicester

On behalf of Medical Centre Developments Limited, the beneficiary of the restriction noted at entry B4 of the Proprietorship Register ON223414, in relation to the Section 38 Agreement made between (1) Countryside Properties (Bicester) Limited and (2) The Oxfordshire County Council dated *21 August* 2018 we hereby certify that the provisions of clause 13.7.4 of the Transfer dated 21 January 2003 referred to in the Charges Register do not apply to this disposition.

Yours faithfully



Christopher M Hobden
Director

B3



COUNTRYSIDE

Places People Love

HM Land Registry
Gloucester Office

Our Ref: JP/NHC/Bicester

Your Ref: ON223414

21 June 2018

Dear Sirs

Title number: ON223414
Property: Land on the west side of Oxford Road, Bicester
Proprietor: Countryside Properties (Bicester) Limited

In relation to the Section 38 Agreement made between (1) Countryside Properties (Bicester) Limited and (2) The Oxfordshire County Council dated *21 August* 2018 we hereby certify that the provisions of clause 22.5 of an Agreement dated 22 February 2008 made between (1) Medical Centre Developments Limited and (2) Countryside Properties (Bicester) Limited do not apply to this disposition as it is an Exempt Disposition as defined in the Agreement.

Yours faithfully



Countryside Properties (UK) Limited
Legal Department
Tel: 01277 697 406
Email: jennifer.philpott@cpplc.com