

DATED 4 December 2018

A2DOMINION DEVELOPMENTS LIMITED

- and -

THE OXFORDSHIRE COUNTY COUNCIL

AGREEMENT

S38 Highways Act 1980 (and
S106 Town and Country Planning Act 1990)
Bicester Eco Village Phase 2

EF/49170

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

THIS DEED OF AGREEMENT is made on the 4 day of December
Two Thousand and Eighteen

B E T W E E N :-

- (1) **THE OXFORDSHIRE COUNTY COUNCIL** ("the Council")
- (2) **A2DOMINION DEVELOPMENTS LIMITED** (Company
Registration Number 05585321) ("the Owner")

1. **Interpretation**

In this Deed of Agreement:-

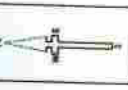
- 1.1. "the 1980 Act" means the Highways Act 1980
- 1.2. "the 1990 Act" means the Town and Country Planning Act 1990
- 1.3. "As-Built Drawings" means detailed plans and drawings showing the Works in the form in which they have actually been executed and completed which drawings shall be no less detailed 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. "Certificate of Adoption" means a certificate issued by the Council under clause 12.3
- 1.5. "Certificate of Final Completion" means a certificate issued by the Engineer under clause 12.1
- 1.6. "Certificate of Practical Completion" means a certificate issued by the Engineer under clause 11.1
- 1.7. "Commuted Sum" means the sum of Eight Thousand and Sixty Three Pounds and Twenty Six Pence (£8,063.26) Index Linked towards maintenance of permeable pavement drainage

- 1.8. "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
- 1.9. "the Engineer" means the Council's Director for Environment and Economy
- 1.10. "the Estate Highway Drains" means any part of the drainage system for the Roads which will be sited at the Land and which will not be encompassed within the boundaries of the Roads
- 1.11. "Health and Safety File" means a file prepared in accordance with its Construction (Design and Management) Regulations 2015 and including the As-Built Drawings
- 1.12. "including" means including without limitation and 'include' shall be construed accordingly
- 1.13. "Index-Linked" means adjusted according to any increase occurring between March 2017 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

- 1.14. "the Land" means the land on the south west side of Banbury Road, Caversfield, Bicester Oxfordshire shown edged red on the Site Plan
- 1.15. "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 Deed of 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
- 1.16. "the Owner" means the said A2 Dominion Developments Limited (Company Registration Number 05585321 whose registered office is at The Point, 37 North Wharf Road, London W2 1BD and their successors in title and assigns
- 1.17. "the Plan" means the plan Drawing Number 20-3 Revision C03 annexed to this Deed of Agreement
- 1.18. "the Roads" means the carriageways, footways, cycleways and verges, margins and visibility splays which are to be constructed on the Land and which are shown within the red edging and coloured brown, grey magenta and green on the Plan and including highways, drains, swales, soakaways and connections which are shown coloured blue on the Plan and any street lighting equipment which is shown coloured red on the Plan and all other things on the Land ancillary thereto. The Roads do not include any trees, shrubs or other vegetation save as expressly identified on the Plan as part of the Roads.

- 1.19. "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
- 1.20. "Site Plan" means the Plan Drawing Number 21 Revision P01 annexed to this Deed of Agreement
- 1.21. "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
- 1.22. "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
- 1.23. "the Works" means the construction of the Roads
- 1.24. Reference in this Deed of Agreement to fees for inspection of Works shall include fees for consideration of plans drawings and specification for the Works
- 1.25. 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
- 1.26. Headings in this Deed of Agreement are for convenience only and shall not be taken into account in its construction and interpretation
- 1.27. References to clauses, sub-clauses, and schedules are references to clauses, sub-clauses and schedules in this Deed of Agreement
- 1.28. Where the context so requires:-
 - 1.28.1. the singular includes the plural and vice versa
 - 1.28.2. the masculine includes the feminine and vice versa



2018-23090

REVISED INFORMATION
 DATE: 11/11/2017
 DRAWING NUMBER: 15-1859 - Sheet 3/3
 PROJECT: Bicester Eco Village
 REV: 001
 DATE: 11/11/2017
 DRAWING NUMBER: 15-1859 - Sheet 3/3

1. All dimensions and levels are in meters unless otherwise noted.
 2. This drawing is to be read in conjunction with the relevant Architectural/Engineering drawings, Specifications and CDM documentation.
 3. This drawing has been produced electronically and may cause some parts to appear as if they are not connected. It is intended that any gaps or overlaps be corrected by the engineer immediately.
 4. This drawing contains copyright material / information that may not be clear if reproduced in black and white.

Section 28 Cartography
 Section 28 Verge
 Section 28 Footway
 Section 28 Service Margins
 Section 28 Works Boundary

Phase 1 Street Road Lighting Column

24



DESIGNATED OFFICER

DEFINITIONS COUNTY COUNCIL STREET LIGHTING SPECIFICATION

Column: A street lighting column is defined as any structure which supports a luminaire or luminaires. It may be a pole, post, mast, or other structure. It may also be a structure which supports a luminaire or luminaires and is used to support other equipment such as traffic signs, street furniture, etc.

1. All columns to be fitted at the rear of footpath and within road/footway area.
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Additional Notes

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Drawn by: TST
 Checked by: SNN
 Date: 24/03/2017
 Scale: 1:500 @ A1
 Project: Bicester Eco Village
 Sheet: 3/3
 Drawing Number: 15-1859
 Revision: 20-3
 Issue: CONSTRUCTION
 Approved by: DJ
 Date: 24/03/2017

Hill
 Infrastructure CS Ltd



SURVEY INFORMATION
 MK Surveys - 01908 545561
 DRG NUMBER: 17523 - Sheets 1-12
 DATE RECEIVED: 17/12/2014

ARCHITECT SITE PLAN INFORMATION
 FRP Architects - 020 7453 3464
 DRG NUMBER: AA2699
 DATE RECEIVED: 22/12/2015



- NOTES**
1. All dimensions and levels are in metres unless otherwise noted
 2. This drawing is to be read in conjunction with the relevant Architect's/Engineer's drawings, specifications and CDM documentation
 3. This drawings has been produced electronically and may have been photo reduced or enlarged when copied. Work to figured dimensions only (DO NOT SCALE). All dimensions to be checked on site. Any errors or omissions to be reported to the engineer immediately.
 4. This drawing contains coloured lines / information that may not be clear if reproduced in black and white.



2018-23090



DESIGNATED OFFICER

DESIGNED BY TST	DRAFTED BY SNN	APPROVED BY DJ	P01	SNN	TST	Initial Issue	24/03/17
DATE 24/03/2017	STATUS INFORMATION		Rev	Drawn by	Chk'd by	Comments	Date
DRAWING TITLE Section 38 Site Plan			SCALE 1:2500 @ A4				
PROJECT Phase 2 Bicester Eco Village Bicester Oxon			CLIENT  Hill  Infrastruct CS Ltd				
JOB NUMBER 15-1859		DRAWING NUMBER 21		REVISION P01			

1.28.3. persons includes bodies corporate associations and partnerships and vice versa

1.29. 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

1.30. Where more than one party enters into any obligation or liability those parties are jointly and severally liable

1.31. 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 ON310596 free from incumbrances as the Owner hereby warrants

2.2. For the purposes of the 1990 Act the Council is the county planning authority for the area which includes the Land

2.3. 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

2.4. The Owner intends to construct the Roads further to the Planning Permission and to dedicate them as highways

2.5. 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

2.6. 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

- 2.7. This Deed of Agreement 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. **Preconditions to Commencing Works**

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

- 3.1. the certificate of approval of drawings has been issued by the Council
- 3.2. not less than 28 days prior notice in writing of intention to commence the Works has been given to the Engineer (provided always for the avoidance of doubt this notice is for the purpose of this Deed of Agreement only and does not constitute notice for any other function of the Council)
- 3.3. 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
- 3.4. insurance in accordance with clause 4.3 has been approved by the Council

4. **Execution of Works**

- 4.1. The Owner will execute the Works
 - 4.1.1. entirely at its own expense;
 - 4.1.2. in accordance with this Deed of Agreement and the Specification;
 - 4.1.3. to the satisfaction in all respects of the Engineer;
 - 4.1.4. with monitoring by the Engineer; and
 - 4.1.5. 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
- 4.2. Without prejudice to the generality of clause 4.1 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
- 4.3. 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
- 4.4. 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

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

- 5.1. The Owner will complete the Works no later than December 2018
- 5.2. 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 10.1) 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

6. **Services**

- 6.1. The Owner will ensure that any Service Media to be laid under the Roads
 - 6.1.1. are laid to the satisfaction of the Engineer and 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
 - 6.1.2. 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
- 6.2. 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

- 6.3. 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
- 6.4. 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
- 6.5. 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
- 6.6. The provisions of the Schedule will apply where there are or will be Estate Highway Drains

7. **Occupation**

The Owner will not permit or suffer any residential unit or other building fronting or near to the Roads to be occupied until it has completed the Works (except the final wearing course surfacing of the carriageway and footways) in accordance with this Deed of Agreement and there has been installed in accordance with the approved plans by a street lighting contractor approved by the Council the specified lamp columns or lanterns and other lighting equipment along the full distances of the Roads (between their junction with the existing public highway and those portions of the Roads fronting or adjacent to the residential unit or other building to be occupied furthest from the junctions of the Roads with the existing public highway) and arrangements have been made with the distribution network operator so that it is in full operation

8. **Testing**

- 8.1. 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
- 8.2. 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

9. **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

10. **Payment**

- 10.1. The Owner will on the execution of this Deed of Agreement pay to the Council the sum of Seven Thousand Seven Hundred and Sixty Six Pounds Ninety Eight Pence (£7,766.98) in respect of the monitoring of the Works by the Council (and without prejudice the other provisions of this clause 10 the general management of this Deed of Agreement) and in addition (and without prejudice to clause 10.6) the Council's

reasonable and properly incurred legal charges and disbursements in connection with the preparation and completion of this Deed of Agreement

- 10.2. 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
- 10.3. The Owner will pay on demand (or if later together with payment further to clause 10.2) to the Council the aggregate sum of £13 multiplied by the number of street lighting columns
- 10.4. In the event that any payment due to the Council pursuant to this Deed of Agreement is not paid by the due date then interest at 4% per annum above the base rate from time to time of Lloyds Bank Plc will be paid to the Council on the amount outstanding from the due date to the date of payment
- 10.5. The Owner will pay to the Council within 14 days of demand 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
- 10.6. The Owner will pay to the Council within 14 days of 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 6.5 and exceptions and reservations and deeds of grant of easement and covenant further to the Schedule

11. Practical Completion

- 11.1. Upon the practical completion of the construction of the Roads in accordance with the preceding clauses of this

Deed of Agreement the Engineer shall issue a Certificate of Practical Completion.

- 11.2. Within two months following the date of the Certificate of Practical Completion (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 6.5 and all consents obtained in accordance with clause 6.5
- 11.3. 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
- 11.4. If during the period of one year after the date of the Certificate of Practical Completion (and any further period during which any of the preconditions specified in clause 12.2 remain to be satisfied) any defect or damage shall arise or occur in the Roads 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 Deed of Agreement

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

- 12.1. At the end of the period of one year after the date of the Certificate of Practical Completion (or as applicable any longer period during which any of the preconditions

specified in clause 12.2 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

12.2. The following are preconditions to adoption of the Roads:-

- 12.2.1. the Engineer has issued his Certificate of Final Completion
- 12.2.2. 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 4 on the Works 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
- 12.2.3. all payments due further to this Deed of Agreement including the Commuted Sum and the payment referred to in clauses 10.3 have been made to the Council
- 12.2.4. the Health and Safety File has been furnished to the Council with the As-Built Drawings
- 12.2.5. certified copy easements and consents required in accordance with clause 6.5 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 the Schedule on the same day as and immediately following the adoption of the Roads
- 12.2.6. in the opinion of the Engineer all construction vehicles have ceased to use the Roads
- 12.2.7. the Roads connect directly to a public highway

- 12.2.8. at least seventy-five per centum of the frontage to the Roads on which the Planning Permission plans show buildings to be erected has been developed by the erection of buildings
- 12.2.9. any sewers constructed under 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)
- 12.3. When the conditions set out in clause 12.2 are satisfied (or at the absolute discretion of the Council such conditions have been partially satisfied and this is notified to the Owner) the Roads as shown on the As-Built Drawings shall by virtue of this Deed of 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 the Roads as shown on the As-Built Drawings shall become for the purposes of the 1980 Act highways maintainable at the public expense
- 12.4. 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

- 12.5. The Owner consents to the noting of the provisions of clause 12.3 and clause 12.4 of (and the schedule to) this Deed of Agreement on the registers of Title No. ON310596
- 12.6. If the Owner shall wish to use any section of the Works which under this Deed of 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
- 12.7. 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.

13. **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 Deed of 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

14. **Indemnity**

14.1. The Owner will indemnify the Council against all liability actions claims demands expenses and proceedings arising directly out of or directly 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

14.2. 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

15. **No Implied Warranty**

Nothing in this Deed of 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

16. **Non-Fetter**

Nothing contained in this Deed of 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 Deed of Agreement in the manner provided above

17. **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 Deed of Agreement and fails to rectify the same pursuant to Clause 12 within a 3 month period 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 Deed of Agreement by 14 days' notice in writing signed by the proper officer of the Council

18. **Alienation**

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

18.2. The Owner will give the Council written notice of any disposal of its interest in the Land 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

19. **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 Deed of Agreement without undue delay

20. **Rights of Third Parties**

Notwithstanding any other provision of this Deed of Agreement

nothing in this Deed of 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

21. **No Waiver**

No alteration in the terms of this Deed of 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 Deed of Deed of Agreement shall in any way release the Owner from any liability under this Agreement

22. **Notice**

22.1. Any notice or notification to be given to the Council under this Deed of Agreement shall be sent to the Director for Environment and Economy of the Council (Ref 10.2.129.244) 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

22.2. Any notice or notification to be given to the Owner under this Deed of Agreement shall be sent to the Owner at the address above or to such other person at such address as the Owner shall notify to the Council in writing

23. **Jurisdiction**

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

24. **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

- 2 There shall deemed to be inserted as clause 12.210 of this Deed of 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

- 3 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

EXECUTED AS A DEED by)
Affixing THE COMMON SEAL)
Of **A2DOMINION**)
DEVELOPMENTS LIMITED)

in the presence of:-

Director

Director/Secretary



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



Director of Law & Governance
/Designated Officer

