

Budget Approval

NOTE: at adoption will need to liaise with Legal Services to ensure easements in place – Schedules 2 & 3

DATED 9 July 2014

A2DOMINION DEVELOPMENTS LIMITED

- and -

THE OXFORDSHIRE COUNTY COUNCIL

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AGREEMENT

S38 Highways Act 1980 (and  
S106 Town and Country Planning Act 1990)  
relating to development at Exemplar Site, North West Bicester,  
Oxfordshire (Phases 1, 2, 3 and 4)

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JT/44395

P G Clark  
County Solicitor  
Oxfordshire County Council  
County Hall  
New Road  
Oxford OX1 1ND





THIS DEED OF AGREEMENT is made on the ~~ninth~~ day of July

Two Thousand Fourteen

**B E T W E E N:-**

- (1) THE OXFORDSHIRE COUNTY COUNCIL ("the Council")
- (2) A2DOMINION DEVELOPMENTS LIMITED (formerly Dominion Developments (2005) Limited) (Company 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. "Bond (Phase 1)" means a Bond in the sum of £323,000  
"Bond (Phase 2)" means a Bond in the sum of £1,240,000  
Index Linked  
"Bond (Phase 3)" means a Bond in the sum of £388,000  
Index Linked  
"Bond (Phase 4)" means a Bond in the sum of £76,000  
Index Linked  
AND  
"Bond" means the Bond (Phase 1), Bond (Phase 2), Bond (Phase 3) or Bond (Phase 4) as applicable
- 1.5. "Bridges" means the Bridges comprised in the Roads  
(Phase 2)

1.6. "Bridge Approvals" means:-

- approval in principle issued by the Council on 4 June 2013
- approval in detail relating to the bridge arch foundations and parapets issued by the Council on 18 June 2014 subject to further approval as identified in such approval (and as referred to in clause 4.2
- further approval as referred to in clause 4.2

1.7. "Certificate of Adoption" means a certificate issued by the Council under clause 13.3

1.8. "Certificate of Final Completion" means a certificate issued by the Engineer under clause 13.1

1.9. "Certificate of Practical Completion" means a certificate issued by the Engineer under clause 12.2

1.10. "Commutated Sum (Phase 1)" means the sum of £58,185 Index Linked

"Commutated Sum (Phase 2)" means the sum of £221,867 Index Linked

"Commutated Sum (Phase 3)" means the sum of £78,021 Index Linked

"Commutated Sum (Phase 4)" means the sum of £18,934 Index Linked

AND

"Commutated Sum" means the Commuted Sum (Phase 1), the Commuted Sum (Phase 2), the Commuted Sum (phase 3) or Commuted Sum (Phase 4) as applicable

1.11. "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

- 1.12. "Dwelling" means a building (including a house, flat or maisonette) or such part of a building designated for residential occupation by a single household constructed or to be constructed on the Land pursuant to the Planning Permission
- 1.13. "the Engineer" means the Council's Director for Environment and Economy
- 1.14. "the Estate Highway Drains" means any part of the drainage system for the Roads (other than as provided in Schedule 2) which will be sited at the Land and which will not be encompassed within the boundaries of the Roads
- 1.15. "Health and Safety File" means a file prepared in accordance with the Construction (Design and Management) Regulations 2007 and including the As-Built Drawings
- 1.16. "including" means including without limitation and 'include' shall be construed accordingly
- 1.17. "Index-Linked" means adjusted according to any increase occurring between August 2013 for the purpose of the Commuted Sum and May 2014 for the purpose the Bond (Phase 2), Bond (Phase 3) and Bond (Phase 4) and the date of payment of the Commuted Sum in a composite index comprised of the following indices of the BCIS Price Adjustment Formulae (Civil Engineering) 1990 Series as made available through the Building Cost Information Service (BCIS) of the Royal Institute of Chartered Surveyors 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

- 1.18. "the Land" means the land at the Exemplar Site, North West Bicester, Oxfordshire shown edged black on Plan A annexed
- 1.19. "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
- 1.20. "Longstop Date (Phase 1) means 31 December 2015  
"Longstop Date (Phase 2) means 31 December 2016 or if earlier 3 months before the proposed date for opening of the primary school at the Land as defined by the County Council pursuant to the Section 106 Agreement  
"Longstop Date (Phase 3) means 30 June 2017 "Longstop Date (Phase 4) means 31 December 2018 AND  
"Longstop Date" means Longstop Date (Phase 1), Longstop Date (Phase 2), Longstop Date (Phase 3) or Longstop Date (Phase 4) as applicable
- 1.21. "Occupation" means occupation for the purposes permitted by the Planning Permission but not including occupation for construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations

# 10/01780/HYBRID Appendix Item 6



2014-5642

Scale  
1:5,000



1.22. "the Owner" means the said A2Dominion Developments Limited (company number 05585321) of ~~15<sup>th</sup> Floor Capital Road, London, W2 1BS~~ <sup>THE POINT, 7<sup>th</sup> FLOOR, 37 NORTH WILKINSON ROAD, LONDON, W2 1BS</sup> and their successors in title and assigns

1.23. "Phase" has the meaning given in the Section 106 Agreement being a phase or part of a phase of the Development as shown on the Phasing Plan attached to the Section 106 Agreement and Phase 1, Phase 2, Phase 3 and Phase 4 shall be construed accordingly

1.24. "the Plan (Phase 1)" means the plan drawing number 7360 Issue 5 and 7360A Issue 5 (2 sheets) annexed to this Deed of Agreement

"the Plan (Phase 2)" means the plan drawing number 7361 Issue 5 and 7362 Issue 7 (2 sheets) annexed to this Deed of Agreement

"the Plan (Phase 3)" means the plan drawing number 7363 Issue 5 and 7363A Issue 4 (2 sheets) annexed to this Deed of Agreement

"the Plan (Phase 4)" means the plan drawing number 7364 Issue 6, 7364A Issue 3 and 7364B Issue 4 (3 sheets) annexed to this Deed of Agreement

AND

"the Plan" means Plan (Phase 1), Plan (Phase 2), Plan (Phase 3) or Plan (Phase 4) as applicable

1.25. "the Planning Permission" means the planning permission application reference 10/01780/HYBRID or as applicable a Qualifying Permission (as defined in the Section 106 Agreement)

1.26. "the Roads (Phase 1)" means the carriageways footways and verges margins and visibility splays which are to be constructed on the Land and which are coloured brown grey and green respectively on the Plan (Phase 1) and including highways drains road gulleys swales soakaways

connections and other drainage features which are shown coloured blue or purple on the Plan (Phase 1) any street lighting equipment at the Roads (Phase 1) which is shown verged and cross-hatched red on the Plan (Phase 1) and the other structures and items set out in the relevant part of Schedule 1 to this Agreement. The Roads (Phase 1) include any trees, shrubs or other vegetation shown on the Plan (Phase 1) within the areas coloured brown, grey or green but not otherwise

“the Roads (Phase 2)” means the carriageways footways and verges margins and visibility splays which are to be constructed on the Land and which are coloured brown grey and green respectively on the Plan (Phase 2) and including highways drains road gulleys swales soakaways connections and other drainage features which are shown coloured blue or purple on the Plan (Phase 2) any street lighting equipment at the Roads (Phase 2) which is shown verged and cross-hatched red on the Plan (Phase 2) and the other structures and items set out in the relevant part of Schedule 1 to this Agreement. The Roads (Phase 2) include any trees, shrubs or other vegetation shown on the Plan (Phase 2) as within the areas coloured brown, grey or green but not otherwise

“the Roads (Phase 3)” means the carriageways footways and verges margins and visibility splays which are to be constructed on the Land and which are coloured brown grey and green respectively on the Plan (Phase 3) and including highways drains road gulleys swales soakaways connections and other drainage features which are shown coloured blue or purple on the Plan (Phase 3) any street lighting equipment at the Roads (Phase 3) which is shown verged and cross-hatched red on the Plan (Phase 3) and the other structures and items set out in the relevant part of



Schedule 1 to this Agreement. The Roads (Phase 3) t  
include any trees, shrubs or other vegetation shown on the  
Plan (Phase 3) within the areas coloured brown, grey or  
green but not otherwise "the Roads (Phase 4)" means the  
carriageways footways and verges margins and visibility  
splays which are to be constructed on the Land and which  
are coloured brown grey and green respectively on the  
Plan (Phase 4) and including highways drains road gulleys  
swales soakaways connections and other drainage features  
which are shown coloured blue or purple on the Plan (Phase  
4) any street lighting equipment at the Roads (Phase 4)  
which is shown verged and cross-hatched red on the Plan  
(Phase 4) and the other structures and items set out in the  
relevant part of Schedule 1 to this Agreement. The Roads  
(Phase 4) include any trees, shrubs or other vegetation  
shown on the Plan (Phase 4) within the areas coloured  
brown, grey or green but not otherwise

AND

"the Roads" means the Roads (Phase 1), the Roads (Phase  
2), the Roads (Phase 3) or the Roads (Phase 4) as  
applicable

1.27. "Section 106 Agreement" means a planning obligation by  
deed of agreement relating to the Land dated 9 July 2012  
and made between Cherwell District Council (1) Oxfordshire  
County Council (2) SGR (Bicester 1) Limited and SGR  
(Bicester 2) Limited (3) and Home Farm Exemplar Limited  
(4)

1.28. "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

- 1.29. "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
- 1.30. "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
- 1.31. "the Works" means the construction of the Roads (Phase 1) together with the Ponds and Drainage Infrastructure shown hatched pink and coloured pink on the Plan (Phase 1), the Roads (Phase 2) together with the Ponds and Drainage Infrastructure shown hatched pink and coloured pink on the Plan (Phase 2), the Roads (Phase 3) together with the Ponds and Drainage Infrastructure shown hatched pink and coloured pink on the Plan (Phase 3) or the Roads (Phase 4) together with the Ponds and Drainage Infrastructure shown hatched pink and coloured pink on the Plan (Phase 4) respectively
- 1.32. Reference in this Agreement to fees for inspection of Works shall include fees for consideration of plans drawings and specification for the Works
- 1.33. 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
- 1.34. Headings in this Agreement are for convenience only and shall not be taken into account in its construction and interpretation
- 1.35. References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Agreement
- 1.36. Where the context so requires:-

- the singular includes the plural and vice versa
- the masculine includes the feminine and vice versa
- persons includes bodies corporate associations and partnerships and vice versa

1.37. 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

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

1.39. 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

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 (Phase 1), the Roads (Phase 2), the Roads (Phase 3) or the Roads (Phase 4) as applicable 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. 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. **Application of this Agreement to each Phase**

The Council and the Owner agree and confirm that the provisions of clauses 4 – 17 inclusive of this Agreement shall apply separately to each of the Roads (Phase 1), the Roads (Phase 2), the Roads (Phase 3) or the Roads (Phase 4) as applicable save that

- 3.1. clause 11.1 applies to this Agreement as a whole; and
- 3.2. certain clauses as specified apply only to the Roads (Phase 2) and/or the Roads (Phase 3)

4. **Preconditions to Commencing Works**

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

- 4.1.1 the certificate of approval of drawings has been issued by the Council
- 4.1.2 not less than 28 days prior notice in writing of intention to commence works has been given to the Engineer (provided always for the avoidance of doubt this notice is for the purpose of this agreement only and does not constitute notice for any other function of the Council)
- 4.1.3 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 1), the Roads (Phase

2), the Roads (Phase 3) or the Roads (Phase 4) as applicable)

4.1.4 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

4.1.4 insurance in accordance with clause 5.3 has been approved by the Council

4.2. The Owner will not commence any of the Works for the construction of the Roads (Phase 2) until the further information required pursuant to the approval in detail of  
in respect of the bridge precast arches  
and reinforced soil retaining walls has been submitted to the Council and approved in writing by the Council

## 5. **Execution of Works**

5.1. The Owner will execute the Works

- entirely at its own expense;
- in accordance with this Agreement and the Specification and for the avoidance of doubt the Bridges will be constructed in accordance with the Bridge Approvals
- to the satisfaction in all respects of the Engineer;
- with monitoring by the Engineer; and
- 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 Longstop 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

- 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
- 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

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 4 will apply where there are or will be Estate Highway Drains

8. **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 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

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 Works 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 £183,324.24 in respect of the monitoring of the Works by the Council (and without prejudice to the other provisions of this clause 11 the general management of this Agreement) and in addition (and without prejudice to clause 11.8) the Council's legal charges and disbursements in connection with the preparation and completion of this Agreement

11.2.

11.2.1. The Owner will pay to the Council the sum of £18,708.90 Index Linked in respect of real time information display units at the bus shelters comprised in the Roads (Phase 2) prior to the Occupation of any Dwelling at Phase 2

11.2.2. The Owner will pay to the Council the sum of £9,354.48 Index Linked in respect of the real time information display unit at the bus shelter comprised in the Roads (Phase 3) prior to the Occupation of any Dwelling at Phase 3 or Phase 4

- 11.3. 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
- 11.4. The Owner will pay on demand (or if later together with payment further to clause 11.3) to the Council the aggregate sum of £80 multiplied by the number of street lighting columns
- 11.5. 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 Bank Plc will be paid to the Council on the amount outstanding from the due date to the date of payment
- 11.6. The Owner will pay to the Council prior to commencing works for the Roads (Phase 3) the sum of £12,000 on account of the costs of promoting traffic orders for speed limits, weight restrictions and a bus route together with a parking order for the control of parking at electric vehicle charging points and further the Owner will pay to the Council within 14 days of demand any additional 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
- 11.7. The Owner will pay to the Council prior to commencement of any Works for the Roads (Phase 3) the sum of £50,000 for the provision of cameras for monitoring the bus only route comprised in the Roads (Phase 3)<sup>1</sup> and the Owner shall not cause or permit the commencement of any Works for the Roads (Phase 3) until such sum has been paid to the Council

11.8. 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 7.5 and deeds of grant of easement and covenant further to the clauses 13.5 and 13.6 and as applicable Schedule 4

12. **Practical Completion**

12.1. A Certificate of Practical Completion in relation to the Works for the Roads (Phase 2) or as applicable the Works for the Roads (Phase 3) shall not be issued until arrangements have been made with the electricity distribution network operators selected by the Council (being Scottish and Southern Electricity) so that the cabling for the real time information units to be installed at the bus shelters is fully operational

12.2. Subject as provided in clause 12.3 upon the practical completion of the construction of the Roads in accordance with the preceding clauses of this Agreement the Engineer shall issue a Certificate of Practical Completion and give consideration to a reduction in the sum secured by the Bond

12.3. 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 7.5 and all consents obtained in accordance with clause 7.5

12.4. 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

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<sup>1</sup> This payment replaces the provisions identified at paragraphs 4.2 and 4.4.1.2 of Schedule 18

accordance with the provisions of Section 67 New Roads and Street Works Act 1991 until the Works are adopted

12.5. 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 13.2 remain to be satisfied) any defect or damage shall arise or occur in the Works 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 (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

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

- the Engineer has issued his Certificate of Final Completion
- 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

- all payments due further to this Agreement including the Commuted Sum and the payment referred to in clause 11.4 have been made to the Council
- the Health and Safety File has been furnished to the Council with the As-Built Drawings
- certified copy easements and consents 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 4 on the same day as and immediately following the adoption of the Roads
- the Council is satisfied that the Owner (and as applicable all other parties who have any interest in the relevant land) will enter into a deed of grant and covenant as provided in Schedule 2 on the same date as and immediately following the adoption of the Roads and where applicable the Council is satisfied that the Owner (and as applicable all other parties who have any interest in the relevant land) will enter into a deed of grant and covenant as provided in Schedule 3 on the same date as and immediately following the adoption of the Roads
- in the opinion of the Engineer all construction vehicles have ceased to use the Roads
- the Roads connect directly to a public highway
- 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

- 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)

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 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 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 the 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 will grant to the Council without any costs to the Council on the same date as and immediately following the adoption of the Roads a deed of grant of freehold easement and covenant in such form as the Council has approved in accordance with the provisions set out in Schedule 2

13.6. The Owner will grant to the Council without any costs to the Council on the same date as and immediately following the adoption of the Roads (Phase 2) a deed of grant of freehold easement and covenant in such form as the Council has approved in accordance with the provisions set out in Schedule 3

13.7. The Owner consents to the noting of the provisions of clauses 13.3, 13.4, 13.5 and 13.6 of this Agreement on the registers of Title No. ON310596

13.8. 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

13.9. 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 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

15.3. Prior to the commencement of the Works the Owner will arrange for a noise survey and assessment to be undertaken by a noise expert approved by the Council in such manner and at such times and locations approved by the Council and a copy of the survey and assessment shall be given to the Council

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 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 Environment and Economy of the Council Speedwell House, Speedwell Street, Oxford OX1 1NE 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 [ ] at [ ] or to such other person at such address as the Owner shall notify to the Council in writing

24. **Jurisdiction**

This Deed is governed by the interpreted in accordance with the Law 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 1

### The Roads

The Roads (Phase 2) shall include:-

- Two bus shelters with seats such bus shelters to be of a design to be approved by the Council and which accommodate the installation and operation of real time information display units at the bus shelters together with associated works; the associated works shall include ducting ("riser ducting") at the bus shelters to accommodate cabling for the real time information display units and underground ducting and cabling to the junction where the subsurface ducts connect to the riser ducting at the bus shelters. The bus shelters shall be located as shown on Plan (Phase 2)
- Cycle parking with sheffield hoop stands adjoining the bus shelters
- The Bridges in accordance with all consent and approvals including further consent referred to in clause 4.2
- Temporary turning area in the location shown on Plan (Phase 2) which will subsequently be replaced as verge in accordance with this Agreement

The Roads (Phase 3) shall include a bus shelter with seating such bus shelter to be of a design which has been approved by the County Council and which accommodates the installation and operation of a real time information display unit at the bus shelter together with associated works; the associated works shall include ducting ("the riser ducting") at the shelter to accommodate cabling for the real time information display unit and underground ducting and cabling to the junction where subsurface ducting connects to the riser ducting at the

shelter. The bus shelter shall be located as shown on the Plan (Phase  
3)

## SCHEDULE 2

### Easements and covenants relating to drainage (SUDS)

#### 1. Definitions

In this Schedule the following words and phrases shall have the following meanings unless the context otherwise requires And all references to the Access Routes, the Highway Drainage Infrastructure, the Drainage Infrastructure (General), the Ponds (General) and the Strips mean the Access Routes, the Highway Drainage Infrastructure, the Drainage Infrastructure (General) the Ponds (General) and the Strips shown on Plan (Phase 1), Plan (Phase 2), Plan (Phase 3) and Plan (Phase 4) relating to the Roads (Phase 1), the Roads (Phase 2), the Roads (Phase 3) and the Roads (Phase 4) respectively

“the Access Routes” means the access routes shown coloured green and cross hatched black on the Plan comprising access routes to the Ponds (General) and as applicable pond coloured blue on the Plan (that is comprised in the Highway Drainage Infrastructure) and as applicable the Drainage Infrastructure (General) and other components of the Highway Drainage Infrastructure suitable for vehicles and maintenance equipment  
As Approved

“As Approved” means approved further to Schedule 23 of the Section 106 Agreement

“the Drainage Infrastructure (General)” means the drainage pipes and head walls and associated drainage features As Approved shown coloured pink on the Plan

“the Highway Drainage Infrastructure” means the drainage infrastructure (comprising drainage pipes and as applicable head walls , as applicable adoptable road side drainage features and as applicable adoptable pond with associated head walls) shown coloured blue or purple on the Plan comprising drainage infrastructure for the passage of drainage from the Roads including as applicable to the Ponds (General) (and as applicable to and from the pond coloured blue on the Plan)<sup>2</sup>.

“Highway” means the Roads and any highway for which the Council is the highway authority and which may benefit from the rights and covenants set out below

“Ponds (General)” means the ponds taking drainage from the Roads shown hatched pink on the Plan comprising ponds for the sustainable drainage system at the Land As Approved

“Strips” means Strips (HDI) and Strips (SUDS)

“Strips (HDI)” means the part of the Land shown coloured yellow on the Plan comprising an easement strip for a distance of 3 metres on either side of the drainage pipes which constitutes part of the Highway Drainage Infrastructure

“Strips (SUDS)” means the part of the land shown coloured light pink on the Plan and comprising an easement strip for a distance of 3 metres on either side of any drainage pipe which constitutes part of the Drainage Infrastructure (General) (and which thereby

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<sup>2</sup> To be checked and revised.

Phase 1 – pipes

Phase 2 – pipes

Phase 3 – pipes, adoptable road side features and blue pond and drain from pond

Phase 4 – pipes adoptable road side features, blue pond and drain from blue pond

is not Highway Drainage Infrastructure)

2. The Owner agrees with the Council that on the same day as and immediately following adoption of the Roads there shall be completed and delivered to the Council without any cost to the Council a deed of grant of freehold easement (with all parties with any interest in the Ponds (General) , the Drainage Infrastructure (General), the Highway Drainage Infrastructure, the Access Routes and the Strips joining in such deed) of the rights set out in paragraphs 3 and 4 below and the covenants set out in paragraph 5 below for the benefit and protection of the Highway and with intent to bind the grantor and its successors in title, owners and occupiers for the time being of the Ponds (General), the Drainage Infrastructure (General), the Access Routes and the Strips in whosoever hands the same may come
  
3. Easements relating to the Highway Drainage Infrastructure
  - 3.1. the right to have and use the Highway Drainage Infrastructure for the purpose of conveying surface water from the Highway
  - 3.2. the right to cleanse, maintain, repair, renew, replace or remove the Highway Drainage Infrastructure at the Land
  - 3.3. a right of way with or without vehicles, plant, tools, equipment and apparatus over the Access Route marked B on the Plan<sup>3</sup> together with a right to enter on such Access Route and the pond coloured blue on the Plan with or without vehicles, plant, tools, equipment and apparatus for the purpose of inspecting, cleaning, repairing, maintaining, renewing and replacing or removing the pond coloured blue on the Plan and associated Highway Drainage Infrastructure
  - 3.4. the right to enter upon the Strips (HDI) with or without vehicles, plant, tools, equipment and apparatus for the



purpose of inspecting, cleaning, repairing, maintaining, renewing and replacing (with the same or updated apparatus) or removing the Highway Drainage Infrastructure at the Strips (HDI) from time to time on prior reasonable notice except in case of an emergency when no notice will be required including the right to open up the surface of the Strips (HDI) for such purposes subject to the person exercising such right causing as little damage as reasonably practicable and making good all damage caused

3.5. the right to enter upon the Access Routes and the Ponds (General) with or without vehicles, plants, tools, equipment and apparatus for the purpose of access to and from the Highway Drainage Infrastructure located at the Ponds (General) for the inspection, cleaning, repair, maintenance, renewal, replacement or removal of such Highway Drainage Infrastructure

4. Easements relating to other drainage infrastructure

4.1. the right of drainage for the purpose of conveying surface water from the Highway on, over and through the Drainage Infrastructure (General) and into the Ponds (General) and as applicable from the Ponds (General) including to any watercourse;

4.2. the right to enter upon the Access Routes and the Ponds (General) with or without vehicles, plants, tools, equipment and apparatus for the purpose of access to and from the Ponds (General) and inspection of the condition of the Ponds (General) and Drainage Infrastructure (General)) and further for purpose of exercising of rights referred to in paragraph 5.1;

4.3. the right to enter upon the Strips (SUDS) with or without vehicles, plant, tools, equipment, apparatus for the purpose

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<sup>3</sup> This only applies to Phases 3 and 4 for the purpose of gaining access to and from the pond

of inspecting the condition of the Drainage Infrastructure (General) and further for the purpose of exercising the rights referred to in paragraph 5.1 and including right to open up the surface of the strips (SUDS) for such purpose subject to the person exercising such rights causing as little damage as reasonably practicable

5. The covenants referred to in paragraph 2 are
  - 5.1. covenants by the grantor that without prejudice to any other right or remedy of the Council if the grantor fails to comply with its maintenance obligations contained in the Twenty Third Schedule of the Section 106 Agreement the Council shall be entitled (without any obligation so to do) after giving not less than 7 days' notice to the grantor informing him of such failure and affording him a reasonable opportunity to rectify it to undertake remedial works and the Council may charge the grantor with the expense of carrying out such remedial works such expense being a debt due to the Council and recoverable by the Council by action or otherwise
  - 5.2. covenants by the grantor:-
    - 5.2.1. not to knowingly cause or permit any noxious substance of any description whatsoever to enter the Drainage Infrastructure (General) the Highway Drainage Infrastructure or the Ponds (General)
    - 5.2.2. not to cause any damage or injury to nor impede the free and uninterrupted use of the Drainage Infrastructure (General) the Highway Drainage Infrastructure or the Ponds (General)
    - 5.2.3. without prejudice to the generality of paragraph 5.2.2 not to build or erect any building or structure whether of a temporary or permanent nature upon

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shown coloured blue on the Plan.

the Strips the Access Routes the Ponds (General)  
the Highway Drainage Infrastructure or the Drainage  
Infrastructure (General)

- 5.2.4. not to plant any tree, shrub or hedge in/on the Strips
- 5.2.5. not to plant or cause or permit any trees, shrubs or other vegetation to grow in the Ponds (General), the Highway Drainage Infrastructure or the Drainage Infrastructure (General) which may impede maintenance
- 5.2.6. not to carry out mole ploughing or sub soil drainage works at the Strips or otherwise carry out or omit at the Strips anything which may damage or otherwise adversely affect or interfere with the Highway Drainage Infrastructure or as applicable the Drainage Infrastructure (General) at the Strips

## SCHEDULE 3

### Easement relating to bridges

In this Schedule the following words and expressions shall have the following meanings unless the context otherwise requires.

1. Definition

“The Working Areas” means the working areas adjoining the Bridges shown coloured orange on the Plan (Phase 2)

2. The Owner agrees that on the same day as and immediately following adoption of the Roads (Phase 2) there shall be completed and delivered to the Council without any cost to the Council a deed of grant of freehold easement (with all parties with any interest in the Working Areas joining in such deed) of the rights set out in paragraph 3 below and the covenants set out in paragraph 4 below for the benefit and protection of the Bridges and with intent to bind the grantor and its successors in title, owners and occupiers for the time being of the Working Areas in whosoever hands the same may come.

3. The rights referred to in paragraph 2 are:-

- 3.1. right of way with or without vehicles, plant, tools, equipment and apparatus over the parts of the Land in the vicinity of the Working Areas in order to gain access to and from the Roads (Phase 2) from and to the Working Areas
- 3.2. the rights to enter upon the Working Areas with or without vehicles, plant, tools, equipment and apparatus for the purpose of inspecting, repairing, maintaining, renewing and replacing (with the same and/or updated apparatus) or removing the Bridges from time to time subject to the person exercising such right causing as little damage as reasonably

practicable and economically prudent and making good all damage caused (excluding damage to any play area and/or play area equipment located in the Working Areas that does not arise from the negligence of the person exercising such right)

4. The covenants referred to in paragraph 2 are covenants by the grantor:-
  - 4.1. not to build or erect any building or structure whether of a temporary or permanent nature upon the Working Areas
  - 4.2. not to plant any tree, shrub or hedge in or on the Working Areas
  - 4.3. not to otherwise carry out or omit at the Working Areas anything which may damage or otherwise adversely affect the safety or stability of the Bridges
  - 4.4. to maintain the Working Areas in suitable repair and condition for the exercise without let or hindrance of the rights set out in paragraph 3
  
5. The Council agrees that in the exercise of the rights set out in paragraph 3 above the Council shall so far as reasonably practicable and economically prudent seek to minimise interference with the play area to be located at the Working Areas and any strategic open space at the Working Areas and so far as reasonably practicable and economically prudent seek to minimise works undertaken from the streams

## SCHEDULE 4

(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 [ ]

### 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 disponent and its successors in title owners and occupiers for the time being of the Property in whosever's hands the same may come

and 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.

- 2 There shall deemed to be inserted at clause 13.2 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
  
- 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

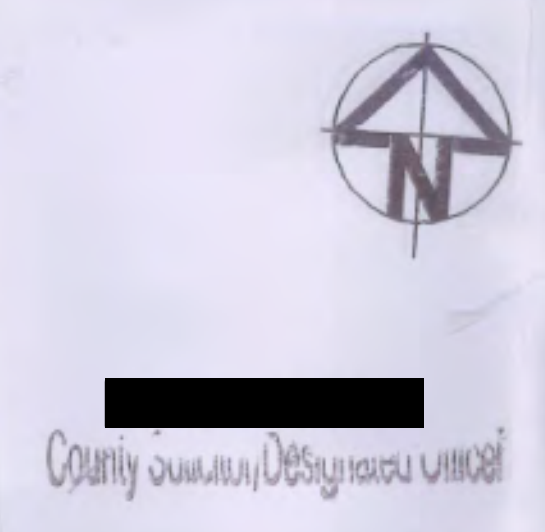
- 4 To open up the surface of the Strip for the purpose of carrying out any inspection cleaning repair maintenance renewal replacement or removal of the Estate Highway Drains as may be necessary from time to time subject to the person exercising such right causing as little damage as reasonably practicable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

*NOTE: Estate Highway Drain provisions in Schedule 4 only apply in relation to any relevant drainage infrastructure which is not subject of deed of grant further to Schedule 2.*





- KEY**
- PROPOSED ADOPTABLE CARRIAGEWAY
  - PROPOSED ADOPTABLE FOOTWAY
  - PROPOSED ADOPTABLE VERGE
  - PROPOSED COMMUNITY FOOTPATH
  - PROPOSED ADOPTABLE ROADSIDE SUDS FEATURE
  - POND MAINTENANCE ACCESS 3.0m WIDE
  - FOOTWAY VEHICULAR CROSSING
  - DRAINAGE EASEMENT
  - BRIDGE MAINTENANCE STRIP
  - UNCONTROLLED CROSSING POINT
  - PROPOSED BOLLARD
  - PROPOSED TREE
  - FULLY ENCLOSED 3 BAY PASSENGER SHELTER
  - SURFACE WATER DRAINAGE
  - KERB DRAINAGE (HYDROKERB)
  - KERB DRAINAGE RODDING UNITS/ INSPECTION CHAMBER
  - LIGHTING COLUMN
  - HEADWALL

Issue	Description	Date
05	NOTES ADDED	27 MAY 14
04	MINOR REVISIONS	10 APR 14
03	MINOR REVISIONS	21 FEB 14
02	MINOR REVISIONS	10 FEB 14
01	FIRST ISSUE	10 JAN 14

Scale	Author
1:500	PR. WILLIAMS
Original Size	Checker
A1	SA. DAVIES
Height Datum	Approver
-	S.A. DAVIES
Grid	Copyright reserved
O.S.	© Copyright reserved

Filename: 7360-04001881-UP330-538-05-SPINE ROAD PHASE 1 (SHEET 1 OF 2) DWG  
Client:



Hyder Consulting (UK) Limited  
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Fortran Road, St Mellons  
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Project  
**BICESTER ECO DEVELOPMENT EXEMPLAR SITE**

Title  
**SPINE ROAD (S38) PHASE 1 (SHEET 1 OF 2)**

Drawing No.	Project No.	Issue
7360	UA001881	05

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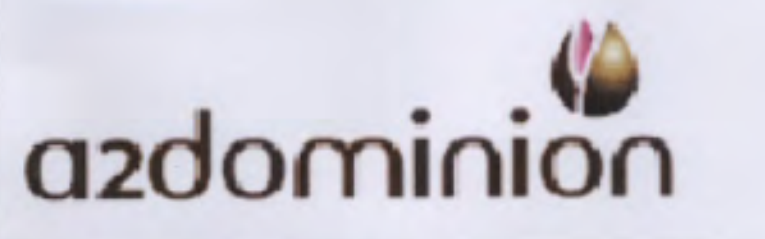
  
 County Solicitor/Designated Officer

- KEY**
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  - PROPOSED ADOPTABLE VERGE
  - PROPOSED ADOPTABLE ROADSIDE SUDS FEATURE
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  - SURFACE WATER DRAINAGE (ADOPTED)
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  - KERB DRAINAGE RODDING UNITS/INSPECTION CHAMBER
  - LIGHTING COLUMN
  - HEADWALL (ADOPTED)
  - SWALE (NON-ADOPTED)
  - HEADWALL (NON-ADOPTED)

Issue	Description	Date
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01	FIRST ISSUE	10 JAN 14

Scale	Author
1:500	PR. WILLIAMS
Original Size	Checker
A1	SA DAVIES
Height Datum	Approver
-	S. DAVIES
Grid	Copyright reserved
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Filename: 7360A-UA001881-UP330-538-05-SPINE ROAD PHASE 1 (SHEET 2 OF 2).DWG  
Client:



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 St. Mellons Business Park  
 Fortran Road, St Mellons  
 Cardiff  
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 Fax: +44 029 20925222

Project  
**BICESTER ECO DEVELOPMENT EXEMPLAR SITE**

Title  
**SPINE ROAD (S38) PHASE 1 (SHEET 2 OF 2)**

Drawing No. **7360A** — Project No. **UA001881** — Issue **05**

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 UPDATED BY: P468998 - MAY/27/2014



AREA WHICH IS BOTH ACCESS ROUTE AND EASEMENT STRIP

BUS STOP WITH REAL TIME INFORMATION SYSTEM TO OXFORDSHIRE C.C. DETAILS AND SPECIFICATIONS (TYPICAL ALYOUT EXAMPLE ON DRAWING 7272)



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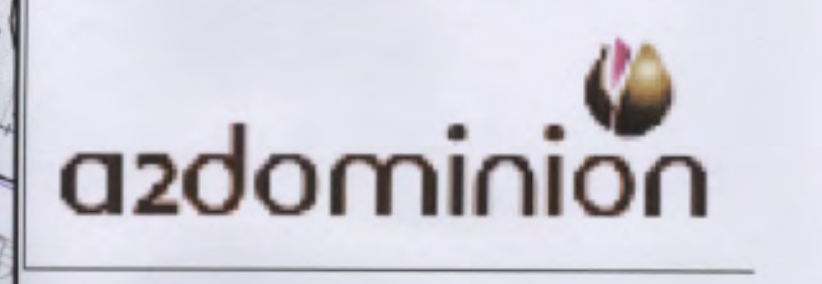


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  - HEADWALL (NON-ADOPTED)

Issue	Description	Date
05	NOTES ADDED	27 MAY 16
04	MINOR REVISIONS	10 APR 16
03	MINOR REVISIONS	21 FEB 16
02	MINOR REVISIONS	10 FEB 16
01	FIRST ISSUE	10 JAN 16

Scale	1:500	Author	PR. WILLIAMS
Original Size	A1	Checker	S.A. DAVIES
Height	-	Approver	S.A. DAVIES
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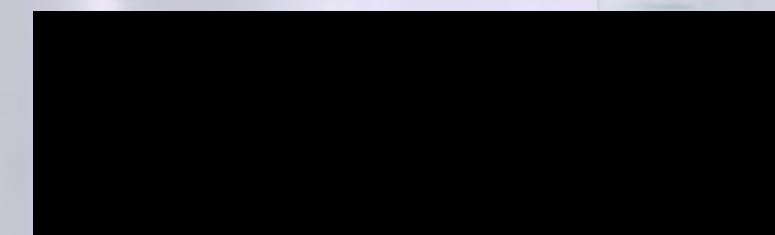
Hyder Consulting (UK) Limited  
 HCL House  
 St. Mellons Business Park  
 Fortran Road, St Mellons  
 Cardiff  
 CF3 0EY  
 Tel: +44 029 20926700  
 Fax: +44 029 20925222

Project  
**BICESTER ECO  
 DEVELOPMENT EXEMPLAR SITE**

Title  
**SPINE ROAD (S38)  
 PHASE 2  
 (SHEET 1 OF 2)**

Drawing No. 7361 — Project No. UA001881 — Issue 05

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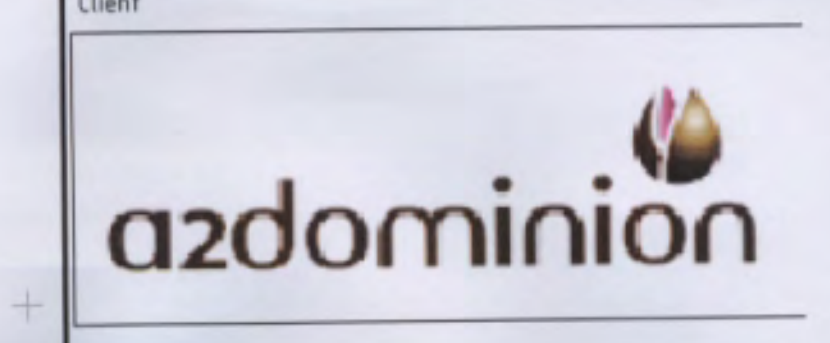
**KEY**

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- PROPOSED TREE
- FULLY ENCLOSED 3 BAY PASSENGER SHELTER
- SURFACE WATER DRAINAGE (NON-ADOPTED)
- SURFACE WATER DRAINAGE (ADOPTED)
- KERB DRAINAGE (HYDROKERB)
- KERB DRAINAGE RODDING UNITS/ INSPECTION CHAMBER
- LIGHTING COLUMN
- HEADWALL (ADOPTED)
- SWALE (NON-ADOPTED)
- HEADWALL (NON-ADOPTED)

Issue	Description	Date
07	NOTE REVISED	02 JUN 14
06	NOTES ADDED	27 MAY 14
05	MINOR REVISIONS	08 MAY 14
04	MINOR REVISIONS	10 APR 14
03	MINOR REVISIONS	21 FEB 14
02	MINOR REVISIONS	10 FEB 14
01	FIRST ISSUE	10 JAN 14

Status		
Scale	1:500	Author PR. WILLIAMS
Original Size	A1	Checker S.A. DAVIES
Height Datum	-	Approver S.A. DAVIES
Grid	O.S.	© Copyright reserved

Filename: 7362-UA001881-UP330-S38-07-SPINE ROAD PHASE 2 (SHEET 2 OF 2).DWG



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Project  
**BICESTER ECO DEVELOPMENT EXEMPLAR SITE**

Title  
**SPINE ROAD (S38) PHASE 2 (SHEET 2 OF 2)**

Drawing No.	Project No.	Issue
7362	UA001881	07

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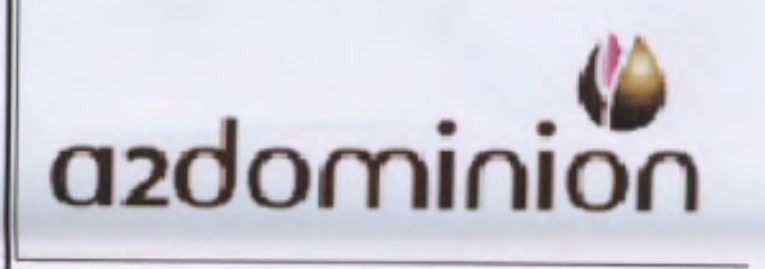


- PROPOSED ADAPTABLE CARRIAGEWAY
- PROPOSED ADAPTABLE FOOTWAY
- PROPOSED ADAPTABLE VERGE
- PROPOSED COMMUNITY FOOTPATH
- PROPOSED ADAPTABLE ROADSIDE SUDS FEATURE
- POND MAINTENANCE ACCESS 3.0m WIDE
- FOOTWAY VEHICULAR CROSSING
- DRAINAGE EASEMENT
- BRIDGE MAINTENANCE STRIP
- PROPOSED ADAPTABLE POND
- UNCONTROLLED CROSSING POINT
- PROPOSED BOLLARD
- PROPOSED TREE
- FULLY ENCLOSED 3 BAY PASSENGER SHELTER
- SURFACE WATER DRAINAGE
- KERB DRAINAGE (HYDROKERB)
- KERB DRAINAGE RODDING UNITS/ INSPECTION CHAMBER
- LIGHTING COLUMN
- HEADWALL

Issue	Description	Date
05	NOTES ADDED	27 MAY 14
04	MINOR REVISIONS	10 APR 14
03	MINOR REVISIONS	21 FEB 14
02	MINOR REVISIONS	10 FEB 14
01	FIRST ISSUE	10 JAN 14

Scale	1:500	Author	PR WILLIAMS
Original Size	A1	Checker	SA DAVIES
Height Datum	-	Approver	S.A.DAVIES
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Filename: 7363-UA001881-UP330-538-05-SPINE ROAD PHASE 3.DWG



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Project  
**BICESTER ECO DEVELOPMENT EXEMPLAR SITE**

Title  
**SPINE ROAD (S38) PHASE 3 (SHEET 1 OF 2)**

Drawing No.	Project No.	Issue
7363	UA001881	05

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 UPDATED BY: P465933 - JNE 02/03/14 - 2:13PM



- KEY**
- PROPOSED ADOPTABLE CARRIAGEWAY
  - PROPOSED ADOPTABLE FOOTWAY
  - PROPOSED ADOPTABLE VERGE
  - PROPOSED ADOPTABLE ROADSIDE SUDS FEATURE
  - POND MAINTENANCE ACCESS 3.0m WIDE
  - FOOTWAY VEHICULAR CROSSING
  - DRAINAGE EASEMENT (NON-ADOPTED DRAINAGE)
  - DRAINAGE EASEMENT (ADOPTED DRAINAGE)
  - BRIDGE MAINTENANCE STRIP
  - PROPOSED ADOPTABLE POND
  - UNCONTROLLED CROSSING POINT
  - PROPOSED BOLLARD
  - PROPOSED TREE
  - FULLY ENCLOSED 3 BAY PASSENGER SHELTER
  - SURFACE WATER DRAINAGE (NON-ADOPTED)
  - SURFACE WATER DRAINAGE (ADOPTED)
  - KERB DRAINAGE (HYDROKERB)
  - KERB DRAINAGE RIDDING UNITS/ INSPECTION CHAMBER
  - LIGHTING COLUMN
  - HEADWALL (ADOPTED)
  - SWALE (NON-ADOPTED)
  - HEADWALL (NON-ADOPTED)

Issue	Description	Date
04	NOTES ADDED	27 MAY 14
03	MINOR REVISIONS	21 MAY 14
02	MINOR REVISIONS	10 APR 14
01	FIRST ISSUE	21 FEB 14

Status	
Scales	1:500
Original Size	A1
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Filename	7363A-UA001881-UP330-S38-04-SPINE ROAD PHASE 3.dwg
Client	

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Project  
**BICESTER ECO DEVELOPMENT EXEMPLAR SITE**

Title  
**SPINE ROAD (S38) PHASE 3 (SHEET 2 OF 2)**

Drawing No.	Project No.	Issue
7363A	UA001881	04

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 UPDATED BY : PM68098 - MAY 27/2014 - 11:29AM



County Council/Designated Officer

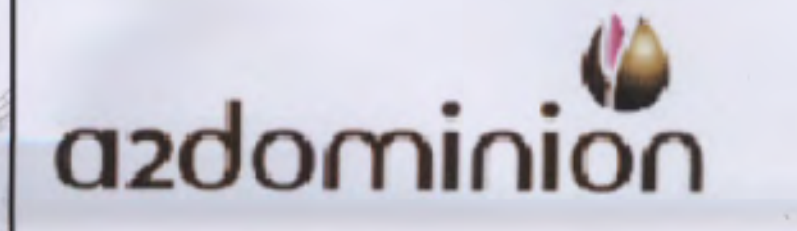


- KEY
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  - PROPOSED ADOPTABLE FOOTWAY
  - PROPOSED ADOPTABLE VERGE
  - PROPOSED COMMUNITY FOOTPATH
  - PROPOSED ADOPTABLE ROADSIDE SUDS FEATURE
  - POND MAINTENANCE ACCESS 3.0m WIDE
  - FOOTWAY VEHICULAR CROSSING
  - DRAINAGE EASEMENT (ADOPTED DRAINAGE)
  - BRIDGE MAINTENANCE STRIP
  - UNCONTROLLED CROSSING POINT
  - PROPOSED BOLLARD
  - PROPOSED TREE
  - FULLY ENCLOSED 3 BAY PASSENGER SHELTER
  - SURFACE WATER DRAINAGE (ADOPTED)
  - KERB DRAINAGE (HYDROKERB)
  - KERB DRAINAGE RODDING UNITS/ INSPECTION CHAMBER
  - LIGHTING COLUMN

Issue	Description	Date
06	NOTES ADDED	27 MAY 14
05	MINOR REVISIONS	23 APR 14
04	MINOR REVISIONS	10 APR 14
03	MINOR REVISIONS	21 FEB 14
02	MINOR REVISIONS	10 FEB 14
01	FIRST ISSUE	10 JAN 14

Scales	1:500	Author PR WILLIAMS
Original Size	A1	Checker SA DAVIES
Height Datum	-	Approver S.A.DAVIES
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Project  
**BICESTER ECO DEVELOPMENT EXEMPLAR SITE**

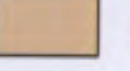
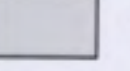
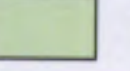
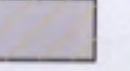
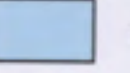

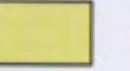
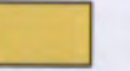
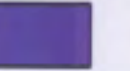
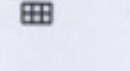
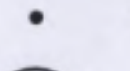
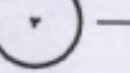
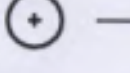
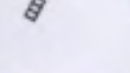
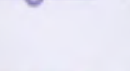

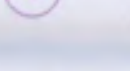
Title  
**SPINE ROAD (S38) PHASE 4 (SHEET 1 OF 3)**

Drawing No.	Project No.	Issue
7364	UA001881	06

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-  PROPOSED ADOPTABLE CARRIAGEWAY
-  PROPOSED ADOPTABLE FOOTWAY
-  PROPOSED ADOPTABLE VERGE
-  PROPOSED COMMUNITY FOOTPATH
-  PROPOSED ADOPTABLE ROADSIDE SUDS FEATURE
-  POND MAINTENANCE ACCESS 3.0m WIDE
-  FOOTWAY VEHICULAR CROSSING
-  DRAINAGE EASEMENT (ADOPTED DRAINAGE)
-  BRIDGE MAINTENANCE STRIP
-  PROPOSED ADOPTABLE POND
-  UNCONTROLLED CROSSING POINT
-  PROPOSED BOLLARD
-  PROPOSED TREE
-  FULLY ENCLOSED 3 BAY PASSENGER SHELTER
-  SURFACE WATER DRAINAGE (ADOPTED)
-  KERB DRAINAGE (HYDROKERB)
-  KERB DRAINAGE RODDING UNITS/ INSPECTION CHAMBER
-  LIGHTING COLUMN
-  HEADWALL

Issue	Description	Date
03	NOTES ADDED	27 MAY 14
02	MINOR REVISIONS	10 APR 14
01	FIRST ISSUE	21 FEB 14

Status	
Scales	1:500
Original Size	A1
Height Datum	-
Grid	O.S.
Filename	7364A-UA001881-UP330-S38-03-SPINE ROAD PHASE 4.dwg



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Project  
**BICESTER ECO DEVELOPMENT EXEMPLAR SITE**

Title  
**SPINE ROAD (S38) PHASE 4 (SHEET 2 OF 3)**

Drawing No.	Project No.	Issue
7364A	UA001881	03

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 UPDATED BY : P.W.G. 09/06/2014 - 2:47PM



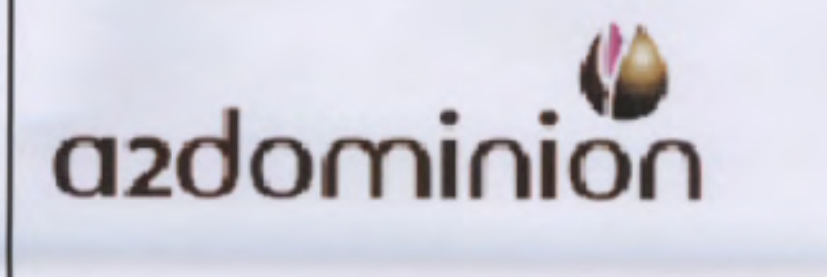


- KEY**
- PROPOSED ADOPTABLE CARRIAGEWAY
  - PROPOSED ADOPTABLE FOOTWAY
  - PROPOSED ADOPTABLE VERGE
  - PROPOSED ADOPTABLE ROADSIDE SUDS FEATURE
  - POND MAINTENANCE ACCESS 3.0m WIDE
  - FOOTWAY VEHICULAR CROSSING
  - DRAINAGE EASEMENT (NON-ADOPTED DRAINAGE)
  - DRAINAGE EASEMENT (ADOPTED DRAINAGE)
  - BRIDGE MAINTENANCE STRIP
  - PROPOSED ADOPTABLE POND
  - UNCONTROLLED CROSSING POINT
  - PROPOSED BOLLARD
  - PROPOSED TREE
  - FULLY ENCLOSED 3 BAY PASSENGER SHELTER
  - SURFACE WATER DRAINAGE (NON-ADOPTED)
  - SURFACE WATER DRAINAGE (ADOPTED)
  - KERB DRAINAGE (HYDROKERB)
  - KERB DRAINAGE RODDING UNITS/ INSPECTION CHAMBER
  - LIGHTING COLUMN
  - HEADWALL (ADOPTED)
  - SWALE (NON-ADOPTED)
  - HEADWALL (NON-ADOPTED)

Issue	Description	Date
04	NOTES ADDED	27 MAY 1
03	MINOR REVISIONS	21 MAY 1
02	MINOR REVISIONS	10 APR 1
01	FIRST ISSUE	21 FEB 1

Scale	1:500	Author PR WILLIAMS
Original Size	A1	Checker SA DAVIES
Height Datum	-	Approver S DAVIES
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**Project**  
 BICESTER ECO DEVELOPMENT EXEMPLAR SITE

**Title**  
 SPINE ROAD (S38)  
 PHASE 4  
 (SHEET 3 OF 3)

Drawing No.	Project No.	Issue
7364B	UA001881	04

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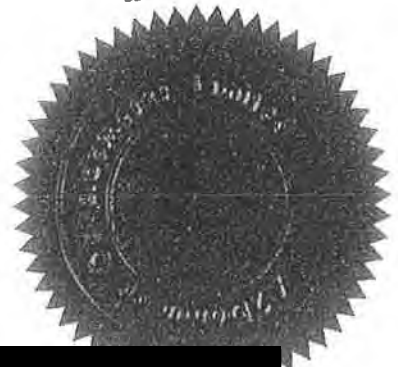
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6/7 Jun/2014 2:48 PM

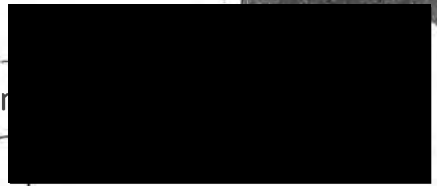
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THE COMMON SEAL of A2DOMINION )  
DEVELOPMENTS LIMITED )  
was affixed to this Deed in the )  
presence of:- )



Director



Secretary



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



County Solicitor  
/Designated Officer

332/14