

DATED 8 SEPTEMBER 2022

HEYFORD PARK ESTATE LIMITED

- and -

HEYFORD COMMERCIAL DEVELOPMENT LIMITED

- and -

HEYFORD COMMERCIAL LIMITED

- and -

UPPER HEYFORD GP LIMITED and UPPER HEYFORD NOMINEE LIMITED

- and -

NEW COLLEGE OXFORD

- and -

HUGH JONES

- and -

LLOYDS BANK PLC

- and -

MOUNT STREET MORTGAGE SERVICING LIMITED

- and -

THE OXFORDSHIRE COUNTY COUNCIL

ROUTING AGREEMENT

relating to development at the former RAF base at
Upper Heyford, Oxfordshire

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

JC/55984

THIS AGREEMENT is made on the 8th day of September

Two Thousand and Twenty ~~Two~~ X

BETWEEN:-

- (1) **THE OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford, OX1 1ND ("the Council")
- (2) **HEYFORD PARK ESTATE LIMITED** (Co Reg No 7973218) whose registered office is at Heyford Park House, Heyford Park, Upper Heyford, Bicester, Oxfordshire, OX25 5HD ("the First Owner")
- (3) **HEYFORD COMMERCIAL DEVELOPMENT LIMITED** (Co Reg No 7972706) whose registered office is at Heyford Park House, Heyford Park, Upper Heyford, Bicester, Oxfordshire, OX25 5HD ("the Second Owner")
- (4) **HEYFORD COMMERCIAL LIMITED** (Co Reg No 7972839) whose registered office is at Heyford Park House, Heyford Park, Upper Heyford, Bicester, Oxfordshire, OX25 5HD ("the Third Owner")
- (5) **UPPER HEYFORD GP LIMITED** (Jersey Co Reg No 103760) whose registered office is at 47 Esplanade, St Helier, Jersey, JE1 OBD and **UPPER HEYFORD NOMINEE LIMITED** (Jersey Co Reg No 103759) whose registered office is at 47 Esplanade, St Helier, Jersey, JE1 OBD ("the Fourth Owner")
- (6) **THE WARDEN AND SCHOLARS OF SAINT MARY COLLEGE OF WINCHESTER IN OXFORD** commonly known as **NEW COLLEGE** of Oxford OX1 3BN ("the Fifth Owner")

- (7) **HUGH JONES** of Manor Farm, Church Walk, Upper Heyford, Bicester OX25 5LQ ("the Sixth Owner")
- (8) **LLOYDS BANK PLC** (Co Reg No 2065) whose registered office is at 25 Gresham Street, London EC2V 7HN ("the First Mortgagee")
- (9) **MOUNT STREET MORTGAGE SERVICING LIMITED** (Co. Regn. No. 03411668) of 26 Red Lion Square, London WC1R 4AG ("the Second Mortgagee")

1. **Interpretation**

In this 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. "the 2014 Routeing Agreement" means the Routeing Agreement dated 27 June 2014 between Upper Heyford GP Limited and Upper Heyford Nominee Limited (1) Dorchester Heyford Park GP Limited And Dorchester Heyford Park Nominee Limited (2) Heyford Park Estate Limited (3) Bovis Homes Limited (4) Heyford Commercial Limited (5) Heyford Commercial Development Limited (6) Heyford Residential Limited (7) Trimont Real Estate Advisors BV (8) Lloyds Bank Plc (9) The Oxfordshire County Council (10)
- 1.4. "the 2022 Routeing Agreement" means this Agreement

- 1.5. "Approved Route" means the roads identified by solid black circles on the Routeing Plan
- 1.6. "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 or traffic authority and any duly appointed employee or agent of the Council or such successor
- 1.7. "the Development" means the following developments on the Site further to the Planning Permission;
- 1.8. "the Green Land" means the land shown shaded green on the Site Plan
- 1.9. "Heavy Commercial Vehicle" means a vehicle (whether mechanically propelled or not) constructed or adapted for the carriage of goods and having a maximum laden weight exceeding seven decimal point five tonnes (7.5 tonnes) inclusive of any trailer drawn by the vehicle and includes a vehicle used for the carriage of construction plant and materials
- 1.10. "Implementation" means carrying out of a material operation as defined in section 56 (4) of the 1990 Act and "implement" and "implemented" shall be construed accordingly
- 1.11. "including" means including without limitation or prejudice to the generality of any description defining term phrase or

word(s) preceding that word and 'include' shall be construed accordingly

- 1.12. "the Landowners" means the First Owner, the Second Owner, the Third Owner, the Fourth Owner, the Fifth Owner and the Sixth Owner collectively
- 1.13. "the Mortgagees" means the First Mortgagee and the Second Mortgagee collectively
- 1.14. "Operated by" means used by or on behalf of a person whether he is the owner of the vehicle or has the use of it under a hire-purchase or loan agreement or any other arrangements and "operates" shall be construed accordingly
- 1.15. "Phase" means a phase of the Development as identified in the phasing plan to be approved pursuant to a condition of the Planning Permission
- 1.16. "the Pink Land" means the land shown shaded pink on the Site Plan
- 1.17. "the Planning Permissions" means the planning permissions granted for the Development with reference 18/00825/HYBRID
- 1.18. "Prohibited Road" means any road in Oxfordshire shown on the Routeing Plan which is not an Approved Route
- 1.19. "Qualifying Permission" means:
 - 1.19.1.a reserved matters application for any part of the Development

1.19.2.a full (detailed) planning permission for any part (but not the whole) of the Development

1.19.3.a planning permission granted by way of approval of an application under Section 73 of the 1990 Act in respect of the Planning Permission

1.20. "Regulated Development" means any part or parts of the Development or of any development pursuant to a Qualifying Permission as is/are for

1.20.1.the construction of a Phase or Phases of residential development on the Pink Land or

1.20.2.the construction and operation of a use or uses falling within Class Eg(i) and/or Eg(ii) and/or B8 of the Use Classes Order and/or for any sui generis use or uses

1.21. "Relevant Journey" means

1.21.1.in relation to the Pink Land a journey undertaken in connection with the construction of a Phase or Phases of the residential elements of the Development

1.21.2.in relation to the Site a journey undertaken in connection with either the construction or the operation of any Regulated Development including any development pursuant to a Qualifying Permission which is a Regulated Development

either originating from the Site or one destination of
which is the Site

- 1.22. "the Routeing Plan" means the plan marked "Plan C"
annexed to this Agreement
- 1.23. "the Site" means the land at the former RAF base, Upper
Heyford, Oxfordshire shown edged in red on the Site Plan
excluding the two areas marked blue on the Site Plan
- 1.24. "the Site Plan" means the plan marked Application Plan
and carrying reference P16-0631_126 Rev D annexed to
this Agreement
- 1.25. "the Use Classes Order" means the Town and Country
Planning (Use Classes) Order 1987 as amended,
consolidated, extended, replaced or re-enacted by any
subsequent order or legislation
- 1.26. 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
- 1.27. Headings in this Agreement are for convenience only and
shall not be taken into account in its construction and
interpretation
- 1.28. References to clauses sub-clauses and schedules are
references to clauses sub-clauses and schedules in this
Agreement
- 1.29. Where the context so requires:-
 - 1.29.1. the singular includes the plural and vice versa

1.29.2.the masculine includes the feminine and vice versa

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

1.30. Where a party comprises more than one person the
obligations and liabilities of that party shall be joint and
several obligations and liabilities of these persons

1.31. Where more than one party enters into any obligation or
liability those parties are jointly and severally liable
PROVIDED THAT where the obligations or liabilities relate
to the construction of a residential Phase or Phases of the
Development the obligations shall be enforceable jointly
and severally against those parties with an interest in the
land on which the residential Phase is or Phases are being
carried out

1.32. 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 Landowners are the owners of the freehold of the Site
subject to various leases and tenancies and legal charges
in favour of the Mortgage]es but otherwise free from
encumbrances as they hereby warrant

- 2.2. For the purposes of the 1980 Act the Council is the highway authority for certain highways in the area which includes the Site
- 2.3. For the purposes of the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 the Council is the traffic authority for certain highways in the area which includes the Site
- 2.4. This Agreement is made pursuant to the Council's powers under section 1 of the Localism Act 2011 and all other enabling powers
- 2.5. Provided he has complied with the provisions of sub-clause 3.4 no person shall be liable for any breach of this Agreement after he has parted with the whole of his interest in the Site or part of the Site to which the breach relates unless he held such an interest at the date of the breach
- 2.6. For the avoidance of doubt it is agreed and acknowledged between the parties that from the date of this Agreement:
 - 2.6.1. the 2014 Routeing Agreement shall continue to apply in respect of any Regulated Development (as defined in the 2014 Routeing Agreement) which has been commenced in the area of the Green Land prior to the date hereof and that
 - 2.6.2. where any new Regulated Development (as defined in this 2022 Routeing Agreement) commences by

virtue of the grant of the Planning Permission and in respect of which a deed of covenant has already been entered into pursuant to the 2014 Routeing Agreement that deed shall continue to apply and there shall be no requirement for completion of a new deed of covenant to be entered into pursuant to this 2022 Routeing Agreement

2.6.3. where after the date hereof there is a mortgage conveyance transfer or grant of a tenancy lease or licence in respect of the Site or any part of it in respect of which planning permission has been granted for Regulated Development (as defined in this 2022 Routeing Agreement or the 2014 Routeing Agreement) the requirement under clause to secure a deed of covenant from the mortgagee, transferee, lessee or licensee shall be a requirement to enter into a deed of covenant pursuant to this 2022 Routeing Agreement only notwithstanding that a deed may also be required pursuant to the 2014 Routeing Agreement and for the avoidance of doubt this will not apply if a mortgage conveyance transfer or grant of a tenancy lease or licence is granted to a party who is already bound by this 2022 Routeing Agreement

3. **Landowners' Covenants**

The Landowners covenant with the Council from the date of Implementation of the Planning Permission:-

- 3.1. not at any time to cause or permit any Heavy Commercial Vehicle operated by them on a Relevant Journey to pass along any part of any road in Oxfordshire which is a Prohibited Road except:-
 - 3.1.1. to the extent necessary to enable any vehicle to deliver or collect goods relating to the Landowners' business or businesses to or from an address or addresses on a Prohibited Road
 - 3.1.2. to the extent necessary to enable the driver of any vehicle to comply with any direction given to him by a police officer or traffic warden or with any traffic sign for the time being in place prescribing the route to be taken by vehicles
- 3.2. to use all reasonable endeavours to ensure that where a person other than the Landowners operates a Heavy Commercial Vehicle on a Relevant Journey that person observes the requirements of sub-clause 3.1 as if that person were the Landowners
- 3.3. without prejudice to sub-clauses 3.1 and 3.2 to take all reasonable steps to instruct or (in cases where the Landowners may not reasonably instruct) advise their employees agents contractors suppliers and customers

as to the routes to be observed by Heavy Commercial Vehicles to accord with the obligations placed upon the Landowners by the said sub-clauses 3.1 and 3.2

pa

3.4 ~~3.3.T~~. not at any time to mortgage convey transfer or grant a tenancy lease or licence in respect of the Site or any part of it in respect of which planning permission has been granted for a Regulated Development without first procuring that the person to whom the Site or such part of it is to be mortgaged conveyed transferred or leased or with whom any such tenancy agreement or licence is to be made has entered into a deed of covenant in the form of the appropriate draft deed of covenant attached and on completion of that deed of covenant to supply a copy to the Council PROVIDED ALWAYS that the requirement to enter into a deed of covenant shall not apply to the transfer conveyance or mortgage or any residential phase of the Development or an individual dwelling pursuant to the Planning Permission or a Qualifying Permission following its construction or where the mortgage conveyance transfer or grant of a tenancy lease or licence is granted to a party who is already bound by this 2022 Routeing Agreement

4. **Council to Act Reasonably**

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

5. **Mortgagees**

The Mortgagees agree to comply with the provisions of clause 3.4 and in the event that any of them become a mortgagee in possession to comply with the provisions of clauses 3.1 – 3.3 above mutatis mutandis

6. **Costs**

6.1. The reasonable legal costs of the Council in connection with the preparation and completion of this Agreement shall be paid by the First Owner

6.2. The Landowners will reimburse the Council in respect of all legal and administrative costs reasonably incurred in connection with the enforcement of any of the provisions of this Agreement including correspondence monitoring and site visits by or on behalf of the Council

7. **Height etc restrictions**

Nothing in this Agreement in any way modifies or overrides the obligation of drivers to comply with restrictions imposed by any competent authority as to the height width or weight of any vehicle which may use any road or section of road

8. **Noting at HM Land Registry**

The Landowners and the Mortgagees consent to the noting of this Agreement on the registers of title numbers [ON288089, ON307192, ON307194, ON307195, ON307576, ON309853, ON310329, ON314054, and ON243341 and the Council will apply to HM Land Registry to effect such noting and the Council will use all reasonable endeavours to assist with any future removal PROVIDED THAT the construction of the Phase of residential development to which the application for removal of the restriction relates is complete

9. **Third Party Rights**

This Agreement does not give rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act

10. **Notices**

10.1. Any notice or notification to be given to the Council under this Agreement shall be sent to the Director for Environment & Place of the Council (Ref Upper Heyford 18/00825/Hybrid) 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

10.2. Any notice or notification to be sent to any other party to this Agreement shall be sent to the address of the relevant party set out at the beginning of this Agreement or to such

other address as one party may notify in writing to the
others at any time as its address for service

11. **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 Landowners or the Mortgagees from any
liability under this Agreement

12. **No Fetter**

Nothing in this Agreement shall prejudice or affect the rights
powers duties and obligations of the Council in the exercise of
its functions in any capacity

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

THE COMMON SEAL of **THE**)

OXFORDSHIRE COUNTY COUNCIL)

was affixed to this Deed in the)

presence of:



816/22

Solicitor/
Designated Officer

**EXECUTED as a DEED by
HEYFORD PARK ESTATE
LIMITED** acting by a Director in
the presence of:

} 

Witness Signature 

Witness Name
(BLOCK CAPS) ELENA KING

Address 4 Raven Court
Hatfield AL10 8QN

Occupation accounts manager

**EXECUTED as a DEED by
HEYFORD COMMERCIAL
DEVELOPMENT LIMITED** acting
by a Director in the presence of:

} 


Witness Signature 

Witness Name
(BLOCK CAPS) ELENA KING

Address 4 Raven Court
Hatfield AL10 8QN

Occupation accounts manager

**EXECUTED as a DEED by
HEYFORD COMMERCIAL
LIMITED** acting by a Director in
the presence of:

} 

Witness Signature 

Witness Name
(BLOCK CAPS) ELENA KING

Address 4 Raven Court
Hatfield AL10 8QN

.....
Director

IAN ANDUR
Name (BLOCK CAPS)

Occupation

accounts manager

**EXECUTED as a DEED by
UPPER HEYFORD GP LIMITED**
a company incorporated in Jersey
by

.....
being a person who in
accordance with the laws of that
territory is acting under the
authority of the Company

**EXECUTED as a DEED by
UPPER HEYFORD NOMINEE
LIMITED** a company incorporated
in Jersey by

.....
being a person who in
accordance with the laws of that
territory is acting under the
authority of the Company

**EXECUTED as a DEED by
affixing the COMMON SEAL of
THE WARDEN AND
SCHOLARS OF SAINT MARY
COLLEGE OF WINCHESTER IN
OXFORD** in the presence of



Warden

Fellow

Fellow.



.....
Authorised Signatory



.....
Authorised Signatory

SIGNED AND DELIVERED as a DEED by HUGH JONES in the presence of:

HJ

Witness Signature [Redacted]

Witness Name (BLOCK CAPS) DAVID CHARLES THORPE

Address 53 Station Road,
Authorised Signatory

Copsey, Banbury, OXON OX17 1PT

Occupation Land Agent

EXECUTED as a DEED by LLOYDS BANK PLC acting by CHRIS TAYLOR as attorney under a Power of Attorney dated 8/2/2022 in the presence of:

[Redacted]

Witness Signature [Redacted]

Witness Name (BLOCK CAPS) JUNE OSMITON

Address 10 GRESHAM ST
LONDON EC2

Occupation Banker

EXECUTED as a DEED by MOUNT STREET MORTGAGE SERVICING LIMITED acting by GRANT TONGH as attorney under a Power of Attorney dated 11/3/2022 in the presence of:

[Redacted]

Witness Signature

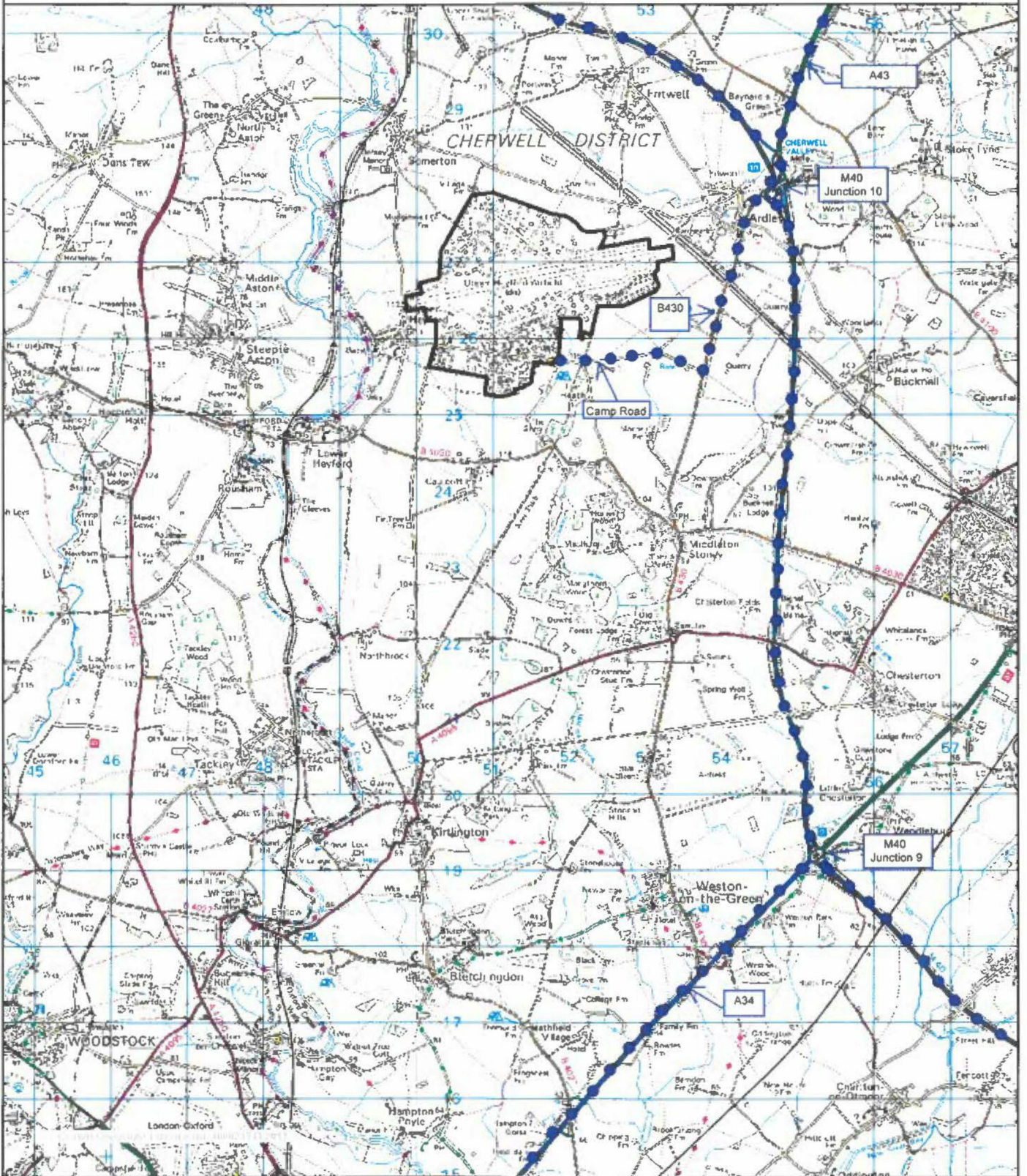

Witness Name
(BLOCK CAPS) **TIANA TAYLOR**

Address **100 Wood Street**
..... **London EC2V 7AN**
.....

Annexure 1

Routeing Plan

ROUTING PLAN FOR HEYFORD PARK DEVELOPMENT



© Crown Copyright and database rights 2011 100023343

Scale 1/70000 Date 22.08.12

- APPROVED ROUTES
- HEYFORD PARK



Centre = 451236 E 222670 N

Plan Ref: Plan C

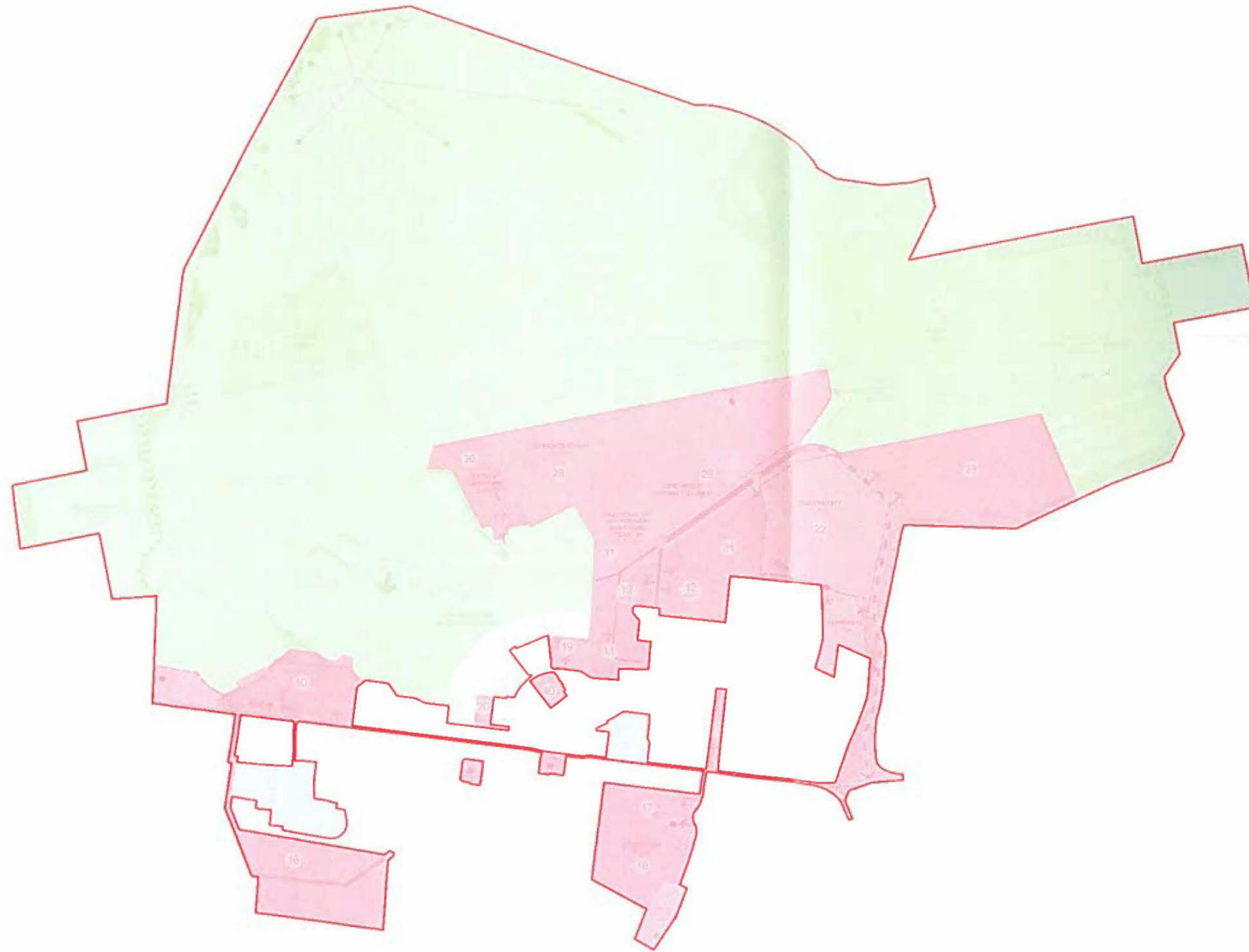


Warning: To print this map to the scale shown, the paper size should be set to A4 Portrait and Page Scaling in the printer dialogue box should be set to None.

Annexure 2

Site Plan

- KEY**
- APPLICATION BOUNDARY
 - OBLIGATION LAND
 - FLYING FIELD LAND
 - SCHOOL SITES



HEYFORD PARK - OBLIGATIONS LAND PLAN



Annexure 3
Deed of Covenant (Charge)

- “Obligations (Disposals)” means the obligations on the part of the Landowner (as defined in the Routeing Agreement) contained in Clause 3.4 of the Routeing Agreement
- “Obligations (Possession)” means the obligations on the part of the Landowners (as defined in the Routeing Agreement) contained in Clauses 3.1, 3.2 and 3.3 of the Routeing Agreement

- 1.2 Reference in this Deed to the Covenantor shall include references to its successors in title and assigns to the Property or any part or parts thereof and to persons claiming through or under them
- 1.3 Words importing one gender include other genders and the singular includes the plural and vice versa
- 1.4 Any reference to an enactment includes any amendment or modification of it and the version of it for the time being in force shall apply
- 1.5 Headings in this deed are for convenience only and shall not be taken into account in its construction and interpretation
- 1.6 References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this deed
- 1.7 Where the context so requires persons includes bodies corporate associations and partnerships and vice versa
- 1.8 Where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of those persons

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

1.10 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 Covenantor has taken a legal charge over the Property by way of the Mortgage

2.2 This Deed is made further to the Routeing Agreement

2.3 For the purposes of the Highways Act 1980 the Council is the highway authority for certain highways in the area which includes the Property

2.4 For the purposes of the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 the Council is the traffic authority for certain highways in the area which includes the Property

2.5 This Deed is made pursuant to the Council's powers under the aforementioned Acts and the provisions of Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers

3. **Covenants**

The Covenantor covenants with the Council:

3.1 to comply with the Obligations (Disposals) as if all references therein to the Landowner were references to the Covenantor and all references therein to the Site were references to the Property;

3.2 in the event that the Covenantor becomes a mortgagee in possession to comply with the Obligations (Possession) as if all references therein to the Landowner were references to the Covenantor and all references therein to the Site were references to the Property PROVIDED that the Covenantor shall not be liable in respect of any past breaches of the Obligations (Possession) which occur prior to the date of it becoming a mortgagee in possession

3.3 not at any time to mortgage convey transfer or grant a tenancy lease or licence in respect of the Property or any part of it without first procuring that the person to whom the Property or any part of it is to be mortgaged conveyed transferred or leased or with whom any such tenancy agreement or licence is to be made has provided a deed of covenant to the Council in a form substantially the same as this Deed of Covenant and on completion of that deed of covenant to supply a copy to the Council

4. **Application of Provisions of the Routeing Agreement**

4.1 The Covenantor hereby agrees that the provisions of Clauses 2.5 (release of liability), [6.2] (costs), [7] (height restrictions), [9] (third party rights), [10] (notices), [11] (no waiver) and [12] (no fetter) of the Routeing Agreement shall apply to this Deed of Covenant as if they were set out in full herein and with all references to:-

4.1.1 "This Agreement" being references to this Deed
of Covenant

4.1.2 "Landowner" being references to the Covenantor

4.1.3 "Site" being references to the Property

5. **Noting at HM Land Registry**

In the event that the title to the Property is registered or registrable the Covenantor consents to the noting of this Deed of Covenant on the register of the title to the Property

6. **Legal and Administration Fees**

The Covenantor shall on completion of this Deed pay to the Council the sum of £195 towards the Council's legal fees in connection with this Deed plus if applicable the sum of [£40] for registration pursuant to Clause 5

7. **Delivery of Deed to Council**

The Covenantor shall immediately following completion of this Deed send the signed and dated original deed to the Council addressed to Oxfordshire County Council, Legal Services, County Hall, New Road, Oxford OX1 1ND

IN WITNESS whereof this Deed has been executed as a deed the day and year first before written

EXECUTED AS A DEED)

by authorised attorneys)

[] and)

[])

on behalf of [])

Attorney

Attorney

in the presence of:-
Signature of Witness
Name (block capitals)
Address

Annexure 4

Deed of Covenant (Transfer - Lease)

Limited (4) Upper Heyford GP Limited and Upper Heyford
Nominee Limited (5) New College Oxford (6) Hugh Jones (7)
Lloyds Bank plc (8) Mount Street Mortgage Servicing Limited
and (9) The Oxfordshire County Council

- “Obligations” means the obligations on the part of the
Landowners (as defined in the Routeing Agreement) contained
in Clause 3 of the Routeing Agreement

- 1.2 Reference in this Deed to the Covenantor shall include references
to its successors in title and assigns to the Property or any part or
parts thereof and to persons claiming through or under them
- 1.3 Words importing one gender include other genders and the
singular includes the plural and vice versa
- 1.4 Any reference to an enactment includes any amendment or
modification of it and the version of it for the time being in force
shall apply
- 1.5 Headings in this deed are for convenience only and shall not be
taken into account in its construction and interpretation
- 1.6 References to clauses sub-clauses and schedules are references
to clauses sub-clauses and schedules in this deed
- 1.7 Where the context so requires persons includes bodies corporate
associations and partnerships and vice versa
- 1.8 Where a party comprises more than one person the obligations
and liabilities of that party shall be joint and several obligations and
liabilities of those persons

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

1.10 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 By the [Transfer] [Lease] [Tenancy Agreement] [Licence] the Property has been [transferred] [leased] [let] [licensed] to the Covenantor

2.2 This Deed is made further to the Routeing Agreement

2.3 For the purposes of the Highways Act 1980 the Council is the highway authority for certain highways in the area which includes the Property

2.4 For the purposes of the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 the Council is the traffic authority for certain highways in the area which includes the Property

2.5 This Deed is made pursuant to the Council's powers under the aforementioned Acts and the provisions of Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers

3. **Covenants**

3.1 The Covenantor covenants with the Council:

3.1..1 to comply with the Obligations as if all references therein to the Landowner were references to the Covenantor and all references therein to the Site were references to the Property;

3.1..2 Not at any time to mortgage convey transfer or grant a tenancy lease or licence in respect of the Property or any part of it without first procuring that the person to whom the Property or any part of it is to be mortgaged conveyed transferred or leased or with whom any such tenancy agreement is to be made has provided a deed of covenant to the Council in a form substantially the same as this Deed of Covenant and on completion of that deed of covenant to supply a copy to the Council

4. **Application of Provisions of the Routeing Agreement**

4.1 The Covenantor hereby agrees that the provisions of Clauses 2.5 (release of liability), [6.2] (costs), [7] (height restrictions), [9] (third party rights), [10] (notices), [11] (no waiver) and [12] (no fetter) of the Routeing Agreement shall apply to this Deed of Covenant as if they were set out in full herein and with all references to:-

4.1..1 "This Agreement" being references to this Deed of Covenant

4.1..2 "Landowner" being references to the Covenantor

4.1..3 "Site" being references to the Property

5. **Noting at HM Land Registry**

In the event that the title to the Property is registered or registrable the

Covenantor consents to the noting of this Deed of Covenant on the register of the title to the Property

6. **Legal and Administration Fees**

6.1 Subject to the provisions of clause 6.2 below, the Covenantor shall on completion of this Deed pay to the Council the sum of £195 towards the Council's legal and administration fees in connection with this Deed plus if applicable the sum of [£40] for registration pursuant to Clause 5

6.2 The Covenantor shall not be required to pay the Council's legal and administration fees at clause 6.1 above in the event that the Covenantor is occupying the Property on a licence for a period of 3 months or less and at the date of completion of the licence is not and has not previously been in occupation of the Property

7. **Delivery of Deed to Council**

The Covenantor shall immediately following completion of this Deed send the signed and dated original deed to the Council addressed to Oxfordshire County Council, Legal Services, County Hall, New Road, Oxford OX1 1ND

IN WITNESS whereof this Deed has been executed as a deed the day and year first before written

EXECUTED AS A DEED by)

[])

acting by two Directors or a Director)

and the Secretary

)

Director

Director/Secretary

Crouch, Jennifer - Oxfordshire County Council

From: [REDACTED]
Sent: 02 September 2022 15:41
To: Crouch, Jennifer - Oxfordshire County Council
Cc: Mutton, Karen
Subject: S106 Heyford park - Routing Agreement [ES-CLOUD_UK.FID2455197]

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Good afternoon Jennifer

I hope you are well and are having a good end to the week.

In relation to the Routing Agreement, we have become aware of an error with the paragraph numbering in that paragraph 3.4 is incorrectly numbered as paragraph 3.3.1.

We are in the process of obtaining consent from the parties for this to be corrected in manuscript. Please can you let us know if you would be content to make this change once we have these approvals?

Kind regards,

Naomi

Naomi Bull | Associate | Planning & Infrastructure Consenting Team | Eversheds Sutherland

T: +44 (0)121 232 1303
M: +44 (0)758 464 2706

www.eversheds-sutherland.com

Eversheds Sutherland

Helping our clients, our people and our communities to thrive

This email is sent for and on behalf of Eversheds Sutherland (International) LLP

Eversheds Sutherland (International) LLP is a limited liability partnership, registered in England and Wales, (number OC304065), registered office One Wood Street, London, EC2V 7WS. Registered VAT number GB820704559. A list of names of the members (who are referred to as "partners") together with a list of those non-members who are designated as partners and their professional qualifications is available for inspection at the above office. Eversheds Sutherland (International) LLP is authorised and regulated by the Solicitors Regulation Authority and governed by the SRA Standards and Regulations (see <https://www.sra.org.uk/solicitors/standards-regulations/>). Eversheds Sutherland (International) LLP is part of a global legal practice, operating through various separate and distinct legal entities, under Eversheds Sutherland. Each Eversheds Sutherland entity is a separate legal entity and is not responsible for the acts or omissions of, nor can bind or obligate, another Eversheds Sutherland entity. For a full description of the structure and a list of offices, please visit www.eversheds-sutherland.com.

Confidentiality: This email and its attachments are intended solely for the person to whom they are addressed, are strictly confidential and may contain privileged information. If they have come to you in error you must not copy or show them to anyone; please reply to this email and highlight the error to the sender and then immediately delete the message. Unless expressly agreed in writing, Eversheds Sutherland (International) LLP accepts no liability to persons other than clients of the firm in respect of the contents of emails or attachments.

We process your personal data in accordance with our Privacy Notice, www.eversheds-sutherland.com/privacy. If you have any queries or would like to exercise any of your rights in relation to your personal data, please contact dataprotectionoffice@eversheds-sutherland.com.

Cybercrime notification: Our bank account details will NOT change during the course of a transaction. Please speak to us before transferring any money. We will not take responsibility if you transfer money to an incorrect bank account. If you receive an email from Eversheds Sutherland (International) LLP requesting your bank details or purporting to amend our bank details, please contact us, or your solicitor, as appropriate, by telephone immediately to clarify.

Crouch, Jennifer - Oxfordshire County Council

From: [REDACTED]
Sent: 05 September 2022 09:47
To: Bull, Naomi
Cc: Mutton, Karen
Subject: RE: [EXTERNAL] RE: Heyford Park - Routing Agreement

Hi Naomi,

I can confirm that the Council have authority to make those amendments.

Regards,

Rob

Robert Garden
Senior Associate

T +44 20 7367 3546
E robert.garden@cms-cmno.com



CMS Cameron McKenna Nabarro Olswang LLP | Cannon Place, 78 Cannon Street | London EC4N 6AF | United Kingdom

cms.law
cms-lawnow.com

From: Bull, Naomi <NaomiBull@eversheds-sutherland.com>
Sent: 05 September 2022 09:13
To: Robert Garden <Robert.Garden@cms-cmno.com>
Cc: Mutton, Karen <KarenMutton@eversheds-sutherland.com>
Subject: [EXTERNAL] RE: Heyford Park - Routing Agreement

Good morning Rob,

I hope you are well and are having a good start to the day.

I just wanted to follow up on my email below in regard to the Routing Agreement – please can you provide confirmation during the course of this morning if at all possible?

Kind regards,

Naomi

Naomi Bull | Associate | Planning & Infrastructure Consenting Team | Eversheds Sutherland

T: +44 (0)121 232 1303
M: +44 (0)758 464 2706

www.eversheds-sutherland.com

Eversheds Sutherland
Helping our clients, our people and our communities to thrive

From: Bull, Naomi
Sent: 02 September 2022 15:27
To: 'Robert Garden' [REDACTED]
Cc: Mutton, Karen <[REDACTED]>
Subject: Heyford Park - Routing Agreement [ES-CLOUD_UK.FID2455197]

Good afternoon Rob,

I hope you are well and are having a good end to the week.

In relation to the Routing Agreement, we have become aware of an error with the paragraph numbering in that paragraph 3.4 is incorrectly numbered as paragraph 3.3.1.

Please can you provide authority for Jennifer Crouch at Oxfordshire County Council to correct this in manuscript on behalf of Lloyds and Mount Street?

Kind regards,

Naomi

Naomi Bull | Associate | Planning & Infrastructure Consenting Team | Eversheds Sutherland

T: +44 (0)121 232 1303
M: +44 (0)758 464 2706

www.eversheds-sutherland.com

Eversheds Sutherland

Helping our clients, our people and our communities to thrive

This email is sent for and on behalf of Eversheds Sutherland (International) LLP

Eversheds Sutherland (International) LLP is a limited liability partnership, registered in England and Wales, (number OC304065), registered office One Wood Street, London, EC2V 7WS. Registered VAT number GB820704559. A list of names of the members (who are referred to as "partners") together with a list of those non-members who are designated as partners and their professional qualifications is available for inspection at the above office. Eversheds Sutherland (International) LLP is authorised and regulated by the Solicitors Regulation Authority and governed by the SRA Standards and Regulations (see <https://www.sra.org.uk/solicitors/standards-regulations/>). Eversheds Sutherland (International) LLP is part of a global legal practice, operating through various separate and distinct legal entities, under Eversheds Sutherland. Each Eversheds Sutherland entity is a separate legal entity and is not responsible for the acts or omissions of, nor can bind or obligate, another Eversheds Sutherland entity. For a full description of the structure and a list of offices, please visit www.eversheds-sutherland.com.

Confidentiality: This email and its attachments are intended solely for the person to whom they are addressed, are strictly confidential and may contain privileged information. If they have come to you in error you must not copy or show them to anyone; please reply to this email and highlight the error to the sender and then immediately delete the message. Unless expressly agreed in writing, Eversheds Sutherland (International) LLP accepts no liability to persons other than clients of the firm in respect of the contents of emails or attachments.

We process your personal data in accordance with our Privacy Notice, www.eversheds-sutherland.com/privacy. If you have any queries or would like to exercise any of your rights in relation to your personal data, please contact dataprotectionoffice@eversheds-sutherland.com.

Cybercrime notification: Our bank account details will NOT change during the course of a transaction. Please speak to us before transferring any money. We will not take responsibility if you transfer money to an incorrect bank account. If you receive an email from Eversheds Sutherland (International) LLP requesting your bank details or purporting to amend our bank details, please contact us, or your solicitor, as appropriate, by telephone immediately to clarify.

www.eversheds-sutherland.com

CMS can work for you from over 70 cities around the world: Aberdeen, Abu Dhabi, Algiers, Amsterdam, Antwerp, Barcelona, Beijing, Belgrade, Bergen, Berlin, Bogotá, Bratislava, Bristol, Brussels, Bucharest, Budapest, Casablanca,

Cologne, Dubai, Duesseldorf, Edinburgh, Frankfurt, Funchal, Geneva, Glasgow, Hamburg, Hong Kong, Istanbul, Johannesburg, Kyiv, Leipzig, Lima, Lisbon, Liverpool, Ljubljana, London, Luanda, Luxembourg, Lyon, Madrid, Manchester, Mexico City, Milan, Mombasa, Monaco, Munich, Muscat, Nairobi, Oslo, Paris, Podgorica, Poznan, Prague, Reading, Rio de Janeiro, Rome, Santiago de Chile, Sarajevo, Shanghai, Sheffield, Singapore, Skopje, Sofia, Stavanger, Strasbourg, Stuttgart, Tel Aviv, Tirana, Utrecht, Vienna, Warsaw, Zagreb and Zurich.

CMS Cameron McKenna Nabarro Olswang LLP is a member of CMS Legal Services EEIG (CMS EEIG), a European Economic Interest Grouping that coordinates an organisation of independent law firms. CMS EEIG provides no client services. Such services are solely provided by CMS EEIG's member firms in their respective jurisdictions. CMS EEIG and each of its member firms are separate and legally distinct entities, and no such entity has any authority to bind any other. CMS EEIG and each member firm are liable only for their own acts or omissions and not those of each other. The brand name "CMS" and the term "firm" are used to refer to some or all of the member firms or their offices. Further information can be found at cms.law

CMS Cameron McKenna Nabarro Olswang LLP is a limited liability partnership registered in England and Wales with registration number OC310335. It is a body corporate which uses the word "partner" to refer to a member, or an employee or consultant with equivalent standing and qualifications. It is authorised and regulated by the Solicitors Regulation Authority of England and Wales with SRA number 423370 and by the Law Society of Scotland with registered number 47313. A list of members and their professional qualifications is open to inspection at the registered office, Cannon Place, 78 Cannon Street, London EC4N 6AF. Members are either solicitors, registered foreign lawyers, patent attorneys or otherwise legally qualified. VAT registration number: 974 899 925. Further information about the firm can be found at cms.law

The contents of this e-mail (including any attachments) are confidential and may be legally privileged. If you are not the intended recipient of this e-mail, any disclosure, copying, distribution or use of its contents is strictly prohibited, and you should please notify the sender immediately and then delete it (including any attachments) from your system. Notice: the firm does not accept service by e-mail of court proceedings, other processes or formal notices of any kind without specific prior written agreement.

Information on how we use personal data and about how data subject rights can be exercised is available on our website [here](#). As a controller of personal data, we take great care over how we collect, use and protect that information. If you have any queries in relation to our processing of personal data you can contact us at privacy@cms-cmno.com

Crouch, Jennifer - Oxfordshire County Council

From: Bull, Naomi [REDACTED]
Sent: 05 September 2022 09:17
To: Bull, Naomi
Subject: FW: S106 heyford park [FREETHS-ACTIVE.FID990492] [ES-CLOUD_UK.FID2455197]
Attachments: image001.png; image002.png; image003.png; image004.png; image005.png; image006.jpg; image005.png; image001.png; image002.png; image003.png; image004.png; image005.png; image001.png; image002.png; image003.png; image004.png; image005.png; image005.png; image006.jpg; image005.png; image005.png; image006.jpg; image005.png; image007.png; image005.png

From: Jennifer Roe [REDACTED]
Sent: 03 September 2022 16:05
To: Bull, Naomi [REDACTED]
Cc: Mutton, Karen [REDACTED]
Subject: Re: S106 heyford park [FREETHS-ACTIVE.FID990492] [ES-CLOUD_UK.FID2455197]

Yes agreed

Regards

Jen Roe

Sent from my iPhone

Jennifer Roe
Managing Associate

T: 07795967742

M: 07795967742



FREETHS

Freeths LLP
1 Vine Street, Mayfair
London W1J 0AH

For a comprehensive range of guidance on Coronavirus in a number of key areas, please visit our Coronavirus Exchange (www.freeths.co.uk/coronavirus)

Legal 500 Guide 2022: 'Top Tier' in 23 categories | 112 'Recommended' Lawyers | 27 'Elite Leading Lawyers'

Chambers UK Guide 2022: 'Ranked' in 41 categories | 71 Lawyers 'Leaders in the field'

To see our additional awards, please click [here](#)

Please read our Data Protection Privacy Notice at www.freeths.co.uk

Please be aware of the increasing risk of cybercrime and online fraud. If you ever receive an email stating a change in bank account details purporting to be from Freeths LLP, do not send any funds to the account and contact us immediately. We will never send you an email telling you that we have changed our bank account details.

Freeths LLP is a limited liability partnership, registered in England and Wales, Partnership number OC304688. Registered Office, 80 Mount Street, Nottingham NG1 6HH. We are authorised and regulated by the Solicitors Regulation Authority. You can find a copy of the SRA Handbook, which includes the SRA Code of Conduct at www.sra.org.uk/handbook. You can inspect a list of the names of the members of Freeths LLP at our registered office during normal business hours. This message is confidential and may contain legally privileged information. If you have received this in error, please delete this message and let us know by emailing Postmaster@freeths.co.uk telephoning us on +44 (0)115 936 9369. Freeths LLP does not accept the service of documents by email unless by prior agreement.

On 2 Sep 2022, at 15:08, Bull, Naomi <NaomiBull@eversheds-sutherland.com> wrote:

Good afternoon Jen,

Thank you for your email.

I have checked and it appears the formatting went awry and paragraph 3.4 has become 3.3.1. Would you be content to amend this in manuscript subject to the parties confirming they are in agreement with this change?

Kind regards,

Naomi

Naomi Bull | Associate | Planning & Infrastructure Consenting Team | Eversheds Sutherland

T: +44 (0)121 232 1303

M: +44 (0)758 464 2706

www.eversheds-sutherland.com

Eversheds Sutherland

Helping our clients, our people and our communities to thrive