



NORTHAMPTON
GATEWAY
STRATEGIC RAIL FREIGHT INTERCHANGE

REVISED DRAFT S106 AGREEMENT

DOCUMENT 6.4B

The Northampton Gateway Rail Freight Interchange Order 201X

REVISED DRAFT SECTION 106 AGREEMENT | 11 FEBRUARY 2019

www.northampton-gateway.co.uk

Dated: 2019

- (1) HEReward CHARLES WAKE and JOHN HEReward WAKE
- (2) JOHN HEReward WAKE
- (3) ROXHILL (JUNCTION 15) LIMITED
- (4) SOUTH NORTHAMPTONSHIRE COUNCIL
- (5) NORTHAMPTONSHIRE COUNTY COUNCIL

PLANNING AGREEMENT

DRAFT AS AGREED BETWEEN ALL PARTIES AND NBC – 11 Feb 2019

made pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) relating to The Northampton Gateway Rail Freight Interchange

Contents

Clause		Page
1	DEFINITIONS AND INTERPRETATIONS.....	2
2	STATUTORY POWERS, ENFORCEMENT AND LIABILITY.....	6
3	COMMENCEMENT	6
4	FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENTS	6
5	PROVISIONS FOR RELEASE	6
6	COVENANTS BY THE OWNERS	6
7	COVENANTS BY THE DISTRICT COUNCIL AND THE COUNTY COUNCIL	6
8	SUCCESSORS IN TITLE	6
9	THIRD PARTIES	7
10	SERVICE OF NOTICES.....	7
11	LOCAL LAND CHARGES	7
12	INTEREST	7
13	WAIVER	7
14	VERIFICATION AND ENFORCEMENT.....	7
15	VOID PROVISIONS	8
16	NO FETTER OF DISCRETION	8
17	GENERAL REQUIREMENT TO CO-OPERATE.....	8
18	DISPUTE RESOLUTION.....	8
19	NOTIFICATION OF TRIGGERS	8
Schedules		
1	COVENANTS WITH THE DISTRICT COUNCIL	10
2	COVENANTS WITH THE COUNTY COUNCIL	11
3	DISTRICT COUNCIL'S OBLIGATIONS	13
4	COUNTY COUNCIL'S OBLIGATIONS	14
5	LIST OF APPROVED COMMUNITY PURPOSES.....	16

THIS AGREEMENT is made on

2019

BETWEEN

- (1) HEREWARD CHARLES WAKE and JOHN HEREWARD WAKE both of The Estate Office, Courteenhall, Northampton, NN7 2QD ("**the First Owners**");
- (2) JOHN HEREWARD WAKE of The Estate Office, Courteenhall, Northampton, NN7 2QD ("**the Second Owner**");
- (3) ROXHILL (JUNCTION 15) LIMITED (Company Registration Number 08763104) whose registered office is situate at Lumonics House, Valley Drive, Swift Valley, Rugby, Warwickshire, CV21 1TQ ("**the Developer**");
- (4) SOUTH NORTHAMPTONSHIRE COUNCIL of The Forum, Moat Lane, Towcester, Northamptonshire, NN12 6AD ("**the District Council**"); and
- (5) NORTHAMPTONSHIRE COUNTY COUNCIL of One Angel Square, Angel Street, Northampton, Northamptonshire, NN1 1ED ("**the County Council**")

BACKGROUND

- (A) The Developer submitted the Application to obtain authorisation for the Development in the form of the DCO and the Application was accepted by the Planning Inspectorate under section 55 of the 2008 Act on 15 June 2018.
- (B) The First Owners are the registered proprietors of that part of the Obligation Land with title absolute under Title Numbers NN289465, NN289466 and NN289824.
- (C) The Second Owner is the registered proprietor of that part of the Obligation Land with title absolute under Title Numbers NN288549, NN290178, NN290838, NN348756 and NN348757.
- (D) The Developer has an option to acquire the Obligation Land which is located within the administration areas of the District Council and the County Council.
- (E) The Developer intends to construct and operate the Development as authorised by the DCO.
- (F) The Owners and the Developer have entered into this Agreement in order to ensure that the Development is regulated by the obligations herein contained which obligations are planning obligations for the purposes of Section 106 of the 1990 Act.

OPERATIVE PROVISIONS

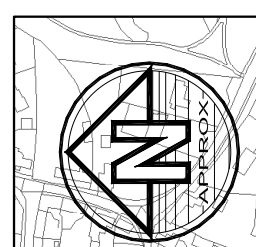
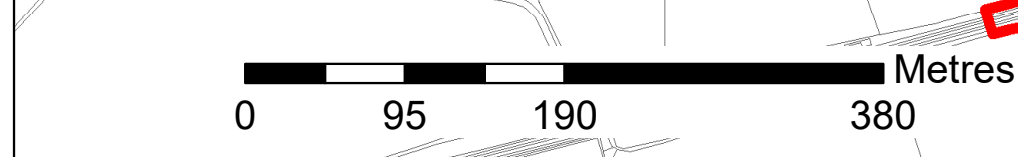
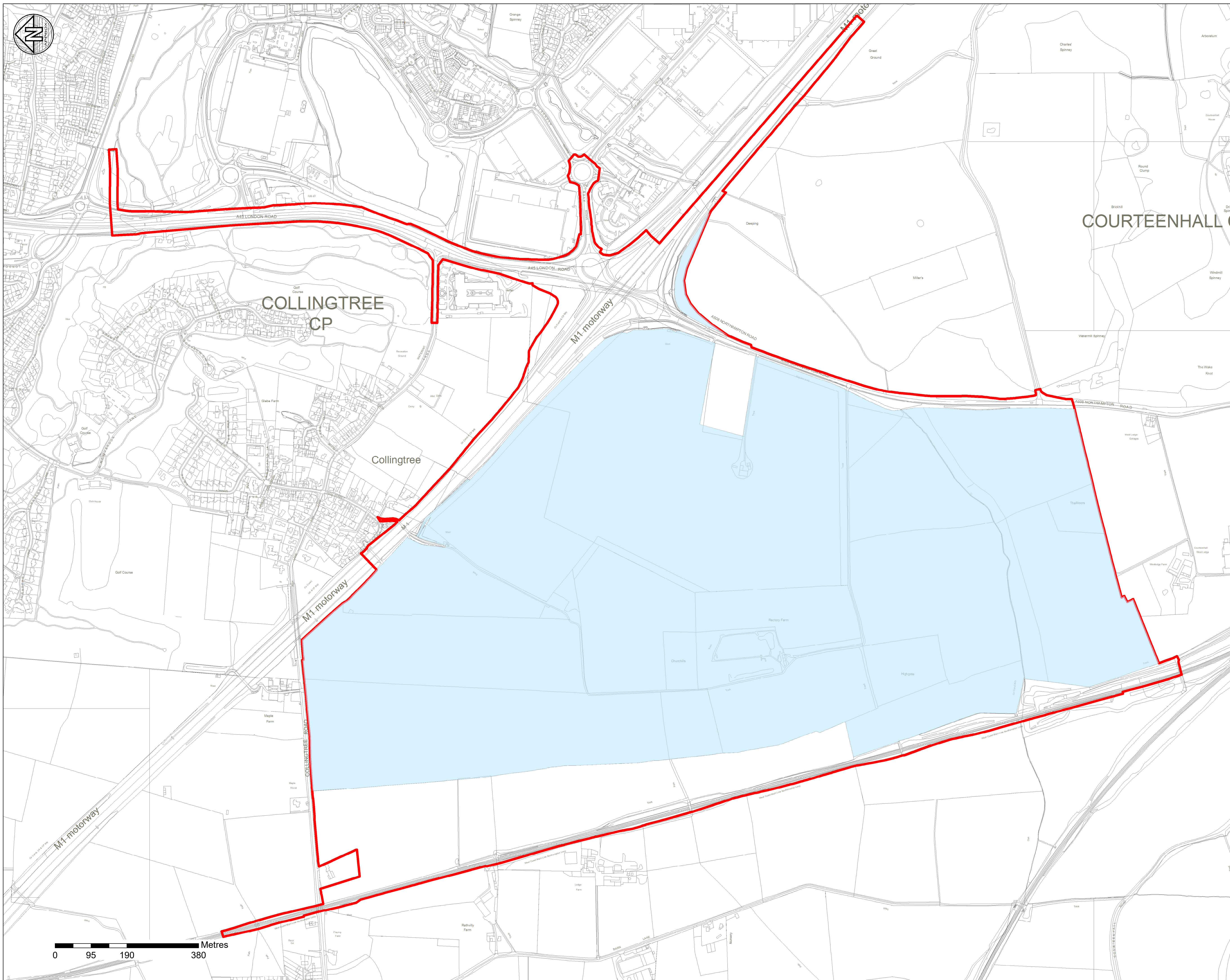
1. DEFINITIONS AND INTERPRETATIONS

- 1.1 For the purposes of this Agreement (including for the avoidance of doubt the recitals above) the following expressions shall have the following meanings:

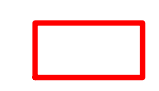
"1990 Act"	the Town and Country Planning Act 1990 (as amended)
"2008 Act"	the Planning Act 2008 (as amended)
"Air Quality Contribution"	the sum of Two Hundred and Fifty Thousand Pounds (£250,000) Index-Linked
"Air Quality Measures"	measures to further the aims of the Borough Council's Low Emissions Strategy such as:

	- Clean Air Zone Feasibility Study; - Implementing the Northampton Electric Vehicle Plan - Provision of Cycling Hubs; and - Development of Ultra-Low Emission Hubs Corridors
"Air Quality Unilateral Undertaking"	an undertaking containing in the form contained in Schedule 6
"Application"	the application made pursuant to section 37 of the 2008 Act for the DCO to authorise the Development
"Borough Council"	Northampton Borough Council or successor in function
"Bus Services Fund"	the sum of One Million and One Hundred Thousand Pounds (£1,100,000.00) Index-Linked
"Community Fund Contribution"	the sum of Three Hundred Thousand Pounds (£300,000.00) Index Linked
"Community Liaison Group"	a group of that name to be established pursuant to the requirements contained in Schedule 2 of the DCO
"Councils"	the District Council and the County Council
"CPT Index"	the Confederation for Passenger Transport (CPT) Bus Operators Costs Index for Midlands
"DCO"	the development consent order to be made under the 2008 Act pursuant to the Application
"Development"	development authorised by the DCO
"Framework Travel Plan"	the framework travel plan certified as part of the environmental statement pursuant to article 49 of the DCO
"Highway Capacity Improvement Contribution"	the sum of Six Hundred and Fifty Thousand Pounds (£650,000.00) Index-Linked
"Implementation"	the implementation of the Development by the carrying out of any material operation within the meaning of sections 56(2) and (4) of the 1990 Act provided that the carrying out of demolition of existing buildings and structures, termination or diversion of existing services or temporary diversion of highways, temporary construction, site preparation (including ecological mitigation and translocation of species), investigation works, archaeological investigations, environmental site investigations, decontamination works, or works and operations to enable any of the foregoing to take place shall not constitute a material operation and consequently shall not individually or together constitute implementation for the purposes of this definition or

	this Agreement and "Implemented" "Implement" and cognate expressions shall be construed accordingly
"Index-Linked"	the adjustment of the sums referred to in this Agreement by Indexing from the date of this Agreement to the date of payment
"Indexing"	the sum concerned shall be linked to the Relevant Index such that any sum or financial contribution which is so linked in this Agreement shall be increased by reference to the Relevant Index calculated from the date hereof to the date of payment PROVIDED THAT if the reference base used to compile the Relevant Index changes after the date of this Agreement but before payment of any sum which is Index-Linked in this Agreement, the figure taken to be shown in the Relevant Index after the change is to be the figure that would have been shown in the Relevant Index if the reference base current at the date of this Agreement had been retained
"Interest"	interest at four per cent above the base lending rate of the Bank of England
"Knock Lane/Blisworth Road Maintenance Fund"	the sum of Fifty Thousand Pounds (£50,000.00) Index-Linked
"NG Buildings"	buildings to be erected pursuant to the DCO used for warehousing and distribution purposes and "NG Building" shall be construed accordingly
"Obligation Land"	the land shown tinted blue on the Plan
"Occupy"	occupation of the NG Buildings other than for the purposes of construction fitting out commissioning or site security and "Occupation" "Occupying" "Occupied" and "Occupier" and cognate expressions shall be construed accordingly
"Owners"	together the First Owners and the Second Owner
"Parishes"	the parishes of Blisworth, Courteenhall, Milton Malsor and Roade
"Plan"	the plan attached to this Agreement
"Qualifying Project"	a project for one or more of the approved community purposes listed in Schedule 5 which is considered by the District Council to be directly related to the Development and likely to assist in addressing any impacts arising from the Development
"Relevant Index"	(a) in the case of the Bus Services Fund the CPT Index (b) in the case of the Community Fund Contribution and the Air Quality Contribution means the RPI Index (c) in the case of the Highway Capacity Improvement Contribution, the Knock



Legend



Order Limits (main site only)



Obligation Land

01	14/09/2018	Preliminary Issue	DEM	OK
Rev	Date	Details of issue / revision	Drw	Rev

ISSUES & REVISIONS



THE NORTHAMPTON GATEWAY RAIL FREIGHT INTERCHANGE ORDER 201X

Drawing Title
Development Consent Obligation (s106) Plan

Scale	1:4,500	Drawn	D. Esteve
Size	A1	Reviewed	O. Kerr
Regulation	Document		

Drawing Status
SUBMISSION

WSP reference	Revision
62241114-001	01

Lane/Blisworth Road Maintenance Fund, the Travel Plan Monitoring Fee and Weight Limit Signs Contribution means the BCIS Index

and in all cases in the event of an index ceasing to exist shall mean an alternative index agreed between the parties and in the absence of agreement shall be referred to dispute resolution pursuant to the provisions of clause 18

"Roade Bypass"

the new bypass to be constructed to the west of the village of Roade identified as Works No 13 in Schedule 1 of the DCO

"RPI Index"

the All Items Retail Prices Index as published by the Office of National Statistics to include any applicable local or regional weighting

"Travel Plan Monitoring Fee"

the sum of Three Thousand Pounds (£3,000.00) Index Linked

"Weight Limit Signs Contribution"

the sum of Two Hundred Thousand Pounds (£200,000.00) Index Linked

"Works Plans"

the plans certified as the works plans pursuant to article 47 of the DCO

1.2 This Agreement shall be interpreted in accordance with the following:

- 1.2.1 The headings appearing in this Agreement are for reference only and shall not affect the construction of this Agreement;
- 1.2.2 Unless the context requires otherwise reference in this Agreement to clauses, sub-clauses, paragraphs, recitals, sub-paragraphs and schedules and references to those contained in this Agreement and references to plans and drawings are references to plans and drawings annexed to this Agreement;
- 1.2.3 The words "including" shall mean "including without limitation or prejudice to the generality of any description defining term or phrase preceding the word" and the word "include" and its derivatives shall be construed accordingly;
- 1.2.4 References in this Agreement to statutes, bye-laws, regulations, orders and delegated legislation shall include any statute, bye-law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same;
- 1.2.5 In this Agreement the expressions "the District Council" "the County Council" "the Owners" and "the Developer" shall include their respective statutory successors in respect of the functions to which this Agreement relates and/or successors in title to the Obligation Land as the case may be;
- 1.2.6 Any obligations of the parties to this Agreement contained in this Agreement which are or may be deemed to be obligations of one or more persons shall be joint and several obligations on the part of those;
- 1.2.7 Any obligations by the Owner and/or the Developer not to do an act or thing shall include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person and any obligation by the Owner and/or Developer to do an act or thing shall include an obligation to procure that the act or thing is done;

1.2.8 The Interpretation Act 1978 shall apply to this Agreement.

2. STATUTORY POWERS, ENFORCEMENT AND LIABILITY

- 2.1 This Agreement is made pursuant to Section 106 of the 1990 Act as amended by Section 174 of the 2008 Act and the obligations in this Agreement constitute development consent obligations for the purposes of Section 106 of the 1990 Act and planning obligations pursuant to Section 106(4) of the 1990 Act enforceable by the Councils as provided for in clause 2.2.
- 2.2 The obligations set out in Schedule 1 shall be enforceable by the District Council and the obligations in Schedule 2 shall be enforceable by the County Council.
- 2.3 It is hereby agreed that the Owners enter into this Agreement with the effect of binding the Obligation Land and the Developer enters into this Agreement to bind any interest resulting from the agreement entered into with the Owners referred to in recital (D) however the Developer shall not be bound by the obligations herein unless and until it acquires a legal interest in the Obligation Land being more than an option or conditional contract.

3. COMMENCEMENT

- 3.1 With the exception of paragraphs 1.1.1 and 1.2 of Schedule 1 , the obligations contained in clause 6 and Schedules 1 and 2 of this Agreement shall not have effect unless and until both:
- 3.1.1 the DCO has come into force; and
- 3.1.2 the Development has been Implemented.

4. FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENTS

- 4.1 Nothing in this Agreement shall prohibit or limit or affect in any way the right to develop any part of the Obligation Land in accordance with a planning permission issued pursuant to the Town and Country Planning Act 1990 or a Development Consent Order or any other statutory authority other than the DCO as defined herein granted or issued (whether or not on appeal or by any other means) either before or after the date of this Agreement.

5. PROVISIONS FOR RELEASE

- 5.1 This Agreement shall determine if the DCO is quashed, cancelled, revoked or expires prior to Implementation except to the extent that any obligation in this Agreement has been performed in whole or in part.

6. COVENANTS BY THE OWNERS

- 6.1 The Owners covenant that they shall carry out and comply with the obligations contained in Schedules 1 and 2.

7. COVENANTS BY THE DISTRICT COUNCIL AND THE COUNTY COUNCIL

- 7.1 The District Council covenants with the Owner as set out in Schedule 3.
- 7.2 The County Council covenants with the Owner as set out in Schedule 4.

8. SUCCESSORS IN TITLE

- 8.1 This Agreement shall be enforceable against the Developer (subject to clause 2.3) and the Owners and their successors in title and those deriving title under them in respect of the Obligation Land.

- 8.2 No party shall be liable for any breach of the obligations contained herein after it shall have parted with its entire interest in the Obligation Land or the relevant part thereof but without prejudice to any rights of the Councils in respect of any antecedent breach.

9. THIRD PARTIES

- 9.1 For the avoidance of doubt, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1990 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10. SERVICE OF NOTICES

- 10.1 All notices, requests, demands or other written communications to be sent or given pursuant to the provisions of this Agreement shall be deemed to have been properly given or made if despatched by first class letter to the party to which such notice, request, demand or other written communication is to be given or made under this Agreement and addressed as follows:

- 10.1.1 if to the District Council to the address set out above or any other address notified to the Owners and marked for the attention of the Senior Manager Development Management;
- 10.1.2 if to the County Council to the address set out above or any other address notified to the Owners and marked for the attention of the Assistant Director of Place;
- 10.1.3 if to the Owners to the addresses set out above or any other address notified to the District Council and County Council; and
- 10.1.4 if to the Developer to the address set out above or any other address notified to the District Council and County Council marked for the attention of the Project Director, Northampton Gateway.

11. LOCAL LAND CHARGES

- 11.1 This Agreement shall be registered as a Local Land Charge.

12. INTEREST

- 12.1 If any payment under this Agreement is due but remains unpaid for a period exceeding twenty eight days the payer shall pay on demand to the payee Interest from the date payment is due to the date of payment.

13. WAIVER

- 13.1 No waiver (whether express or implied) by any of the Councils of any breach or default by the Owners in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Councils from enforcing any of the said covenants undertakings obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owners.

14. VERIFICATION AND ENFORCEMENT

- 14.1 The Owners shall permit the District Council and the County Council and their authorised employees and agents upon reasonable notice to enter the Obligation Land at all reasonable times and for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

15. VOID PROVISIONS

- 15.1 If any individual clause or paragraph in this Agreement is subsequently held to be unenforceable by a court the parties agree that the offending clause or paragraph shall cease to be binding and will be severed from the Agreement and the severing of such clause or paragraph shall not affect the continuing enforceability of the remainder of the Agreement.

16. NO FETTER OF DISCRETION

- 16.1 Nothing herein contained or implied shall prejudice or affect the rights, discretions, powers, duties and obligations of the District Council or the County Council under all statutes, bye-laws, statutory instruments, orders and regulations in the exercise of their functions as a local authority.

17. GENERAL REQUIREMENT TO CO-OPERATE

- 17.1 The parties hereto shall act in good faith and shall each cooperate with each other to facilitate the discharge and performance of the obligations of the other contained within this Agreement within the timescale specified.

18. DISPUTE RESOLUTION

- 18.1 In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Agreement (other than a dispute or difference touching or concerning the meaning or construction of this Agreement) such dispute or difference shall be referred to an independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute and the costs of the dispute resolution shall be payable by the parties in such proportion as the person appointed shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.
- 18.2 In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to clause 18.1 or as to the appropriate professional body within fourteen days after any party has given to the other parties to the disputes or difference a written request to concur in the professional qualifications of the person to be appointed pursuant to clause 18.1 then the question of the appropriate qualification or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute or difference and his cost shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

19. NOTIFICATION OF TRIGGERS

- 19.1 The Owners shall notify the District Council and County Council of the following events within 28 days of their occurrence:
- 19.1.1 Implementation of the Development;
 - 19.1.2 Commencement of construction on a plot to be Occupied by an NG Building;
 - 19.1.3 First Occupation of the first NG Building to be Occupied;
 - 19.1.4 Occupation of two million square feet of NG Building; and

- 19.1.5 Occupation of three million square feet of NG Building.
- 19.2 Not to proceed further with the Development following the expiry of 28 days from Implementation of the Development unless and until notice of that occurrence has been given to both the District Council and the County Council.
- 19.3 Not to proceed further with the Development following the commencement of construction on a plot to be Occupied by an NG Building unless and until notice of that occurrence has been given to both the District and County Council.
- 19.4 Not to proceed further with the Development following the first occupation of the first NG Building to be Occupied unless and until notice of that occurrence has been given to both the District and County Council.
- 19.5 Not to proceed further with the Development following the Occupation of two million square feet of NG Buildings unless and until notice of that occurrence has been given to both the District and County Council.
- 19.6 Not to proceed further with the Development following the Occupation of three million square feet of NG Buildings unless and until notice of that occurrence has been given to both the District and County Council.

SCHEDULE 1

COVENANTS WITH THE DISTRICT COUNCIL

1. Community Fund Contribution

- 1.1 To pay the Community Fund Contribution to the District Council in two instalments as follows:

1.1.1 50% no later than the Implementation of the Development; and

1.1.2 50% no later than the first Occupation of the first NG Building to be Occupied.

for the District Council to apply in accordance with the obligations on the District Council set out in Schedule 3.

- 1.2 Not to proceed further with the Development following the Implementation of the Development unless and until the relevant part of the Community Fund Contribution has been paid to the District Council.

- 1.3 Not to proceed further with the Development following the first Occupation of the first NG Building to be Occupied unless and until the relevant part of the Community Fund Contribution has been paid to the District Council.

SCHEDULE 2

COVENANTS WITH THE COUNTY COUNCIL

1. Bus Services

- 1.1 To pay monies from the Bus Services Fund to the County Council when directed to do so by the Sustainable Transport Working Group in order to assist in the implementation of the Public Transport Strategy) until such time as the Bus Services Fund has been fully utilised or until the expiry of five years from the first Occupation of the final NG Building whichever is the sooner.
- 1.2 Not to proceed further with the Development following the expiry of 28 days from the direction of the Sustainable Transport Working Group to pay monies from the Bus Services Fund to the County Council unless and until the monies directed to be paid have been paid to the County Council provided that if the decision to make such a direction is subject to a review under the relevant provisions of Schedule 15 of the DCO then the 28 days shall commence on the date of the final resolution of that review whether by an expert or otherwise.

2. Travel Plan Monitoring Fee

- 2.1 To pay the Travel Plan Monitoring Fee to the County Council within 28 days of Implementation of the Development.
- 2.2 Not to proceed further with the Development following the expiry of 28 days of Implementation of the Development unless or until the Travel Plan Monitoring Fee has been paid to the County Council.

3. Highway Capacity Improvement Contribution

- 3.1 To pay the Highway Capacity Improvement Contribution to the County Council on the date upon which the entire length of the Roade Bypass is opened to public traffic.
- 3.2 Not to proceed further with the Development following the opening of the entire length of the Road Bypass to public traffic unless or until the Highway Capacity Improvement Contribution Fee has been paid to the County Council.

4. Knock Lane/Blisworth Road Maintenance Fund

- 4.1 To pay the Knock Lane/Blisworth Road Maintenance Fund to the County Council on the date upon which the entire length of the Roade Bypass is opened to public traffic.
- 4.2 Not to proceed further with the Development following the opening of the entire length of the Road Bypass to public traffic unless or until the Highway Capacity Improvement Contribution Fee has been paid to the County Council.

5. Weight Limit Signs Contribution

- 5.1 To pay the Weight Limit Signs Contribution to the County Council within 28 days of Implementation of the Development.
- 5.2 Not to proceed further with the Development following the expiry of 28 days of Implementation of the Development unless or until the Weight Limit Signs Contribution has been paid to the County Council.

6. Air Quality Contribution

- 6.1 To pay the Air Quality Contribution to the County Council in four instalments as follows:

- 6.1.1 £50,000 Index Linked prior to the commencement of any construction on the plots to be occupied by the NG Buildings;
- 6.1.2 £100,000 Index Linked prior to the first Occupation of an NG Building;
- 6.1.3 £50,000 Index Linked prior to the Occupation of more than two million square feet of NG Buildings; and
- 6.1.4 £50,000 Index Linked prior to the Occupation of more than three million square feet of NG Buildings.

for the County Council to apply in accordance with the obligations on the County Council set out in Schedule 4.

- 6.2 Not to proceed further with the Development following the commencement of construction on a plot to be occupied by the NG Buildings unless and until the relevant part of the Air Quality Contribution has been paid to the County Council.
- 6.3 Not to proceed further with the Development following the Occupation of an NG Building unless and until the relevant part of the Air Quality Contribution has been paid to the County Council.
- 6.4 Not to proceed further with the Development following the Occupation of two million square feet of NG Buildings unless and until the relevant part of the Air Quality Contribution has been paid to the County Council.
- 6.5 Not to proceed further with the Development following the Occupation of three million square feet of NG Buildings unless and until the relevant part of the Air Quality Contribution has been paid to the County Council.

SCHEDULE 3

DISTRICT COUNCIL'S OBLIGATIONS

1. Community Fund

- 1.1 To use the Community Fund Contribution for Qualifying Projects within the Parishes provided that a maximum of 5% of the contribution may be applied to the administrative costs of the District Council in dealing with the payment and application of the Community Fund.
- 1.2 To notify the Community Liaison Group upon receipt of each payment of the Community Fund Contribution and to apply the Community Fund Contribution having regard to the wishes of the Community Liaison Group subject to paragraph 1.1 above.
- 1.3 To repay to the Owners or the party who paid the monies originally together with simple interest at the base rate available from time to time of the Bank of England any monies that have not been spent or irrevocably committed upon the expiry of five years from the receipt of the final payment of the Community Fund Contribution within 28 days of the expiry of that five year period.
- 1.4 To provide the Owners upon written request with the details of expenditure of the Community Fund Contribution.

2. Discharge of Developer Obligations

- 2.1 Upon reasonable request from the Owners and subject to its reasonable and proper professional costs and charges the District Council will certify compliance or partial compliance with the provisions on this Agreement.

SCHEDULE 4

COUNTY COUNCIL'S OBLIGATIONS

1. Bus Services Fund

- 1.1 To use the Bus services Fund as directed by the Sustainable Transport Working Group.
- 1.2 To repay to the Owners or the party who paid the monies originally together with any interest accrued any part of the Bus Services Fund which remains unexpended after the period of five years from the date of payment.

2. Travel Plan Monitoring Fee

- 2.1 To use the Travel Plan Monitoring Fee solely for the monitoring of compliance with the Framework Travel Plan and for no other purpose whatsoever.

3. Highway Capacity Improvement Contribution

- 3.1 To use the Highway Capacity Improvement Contribution solely towards schemes for the improvement of capacity at the A45 Queen Eleanor Interchange and junctions along the A5076 Mereway and A5076 Danes Camp Way between the A45 London Road and the A5123 Oxford Road inclusive and for no other purpose whatsoever.
- 3.2 To repay to the Owners or the party who paid the monies originally together with any interest accrued any part of the Highway Capacity Improvement Contribution which remains unexpended after the period of five years from the date of payment.

4. Knock Lane/Blisworth Road Maintenance Fund

- 4.1 To pay the Knock Lane/Blisworth Road Maintenance Fund into an interest bearing account.
- 4.2 In the event that Knock Lane and/or Blisworth Road require maintenance or other remedial works due to the increased use of those roads as a result of the Development to notify the Owners that it intends to use all or part of the Knock Lane/Blisworth Road Maintenance Fund to carry out such maintenance such notification to confirm the amount of the fund to be used.
- 4.3 To repay to the Owners or the party who paid the monies originally together with any interest accrued any part of the Knock Lane/Blisworth Road Maintenance Fund which remains unexpended after the period of five years from the date of payment.

5. Weight Limit Signs Contribution

- 5.1 To use the Weight Limit Signs Contribution solely for the provision and installation of signs advertising the HGV environmental weight limits imposed by article 19 and Part 3 of Schedule 9 of the DCO and for no other purpose whatsoever and to procure the erection of the signs within 28 days of the Owners giving notice that such signs are required to be erected in accordance with the aforesaid provisions of the DCO
- 5.2 To repay to the Owners or the party who paid the monies originally together with any interest accrued any part of the Weight Limit Signs Contribution which remains unexpended after the period of five years from the date of payment.

6. Air Quality Contribution

- 6.1 To pay each instalment of the Air Quality Contribution to the Borough Council within 28 days of its receipt upon receipt of confirmation that it will be used for the Air Quality Measures and that in the event of all or any of the money not being used for those purposes within ten years of its receipt it will be repaid to the County Council.

- 6.2 To repay any monies repaid to the County Council by the Borough Council pursuant to paragraph 6.1 above to the party who paid the contributions to the County Council within 28 days of receipt of such monies.

SCHEDULE 5

LIST OF APPROVED COMMUNITY PURPOSES

Projects within the administrative areas of the Parishes to:

- 1.** carry out physical improvements to the public realm;
- 2.** enhance nature conservation interest;
- 3.** improve the physical environment of the villages within the areas of the Parishes.

Signed as a deed by)
HEREWARD CHARLES WAKE)
in the presence of

Witness signature

Witness name

Witness address

Witness occupation

Signed as a deed by)
JOHN HERWARD WAKE)
in the presence of

Witness signature

Witness name

Witness address

Witness occupation

Signed as a deed by)
ROXHILL (JUNCTION 15) LIMITED)
acting by one director in the)
presence of a witness)

Signature of director

Witness signature

Witness name

Witness address

Witness occupation

Executed as a deed by affixing)
the common seal of)
SOUTH NORTHAMPTONSHIRE COUNCIL)
in the presence of:)

Authorised Signatory

Executed as a deed by affixing)
the common seal of)
NORTHAMPTONSHIRE COUNTY COUNCIL)
in the presence of:)

Authorised Signatory