

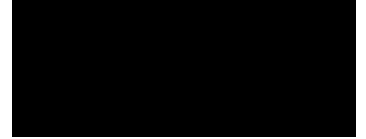


||| OXFORDSHIRE |||
STRATEGIC RAIL FREIGHT INTERCHANGE

Draft Development Consent Order Consent Obligations
(S106)
Regulation 5(2)(q)
Document Reference: 3.4

On behalf of
Oxfordshire Railfreight Limited

March 2026



Dated: 2026

(1) [REDACTED]

(2) [REDACTED]

(3) [REDACTED]

(4) [REDACTED]

(5) [REDACTED]

(6) Oxfordshire Railfreight Limited

(7) Cherwell District Council

(8) Oxfordshire County Council

DEVELOPMENT CONSENT OBLIGATION

under section 106 of the Town and Country Planning Act 1990 (as amended) relating to The Oxfordshire Strategic Rail Freight Interchange

BETWEEN:

- (1) [REDACTED] and ('the First Owner');
- (2) [REDACTED] ('the Second Owner');
- (3) [REDACTED] ('the Third Owner');
- (4) [REDACTED] ('the Fourth Owner');
- (5) [REDACTED] ('the Fifth Owner');
- (6) **OXFORDSHIRE RAILFREIGHT LIMITED** (registered in Jersey with number 126515) whose registered office is at Second Floor, Gaspe House, 66-72 Esplanade, St Helier, Jersey JE1 1GH ('the Developer');
- (7) **CHERWELL DISTRICT COUNCIL** of 39 Castle Quay, Banbury, OX16 5FD ('the District Council'); and
- (8) **OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford, OX1 1ND ('the County Council').

BACKGROUND

- (A) For the purposes of the 1990 Act, the District Council and the County Council are the local planning authorities for the area within which the Obligation Land is located and by whom the obligations contained in this Agreement are enforceable (as applicable).
- (B) The Obligation Land forms part of the Order Limits of the DCO.
- (C) The First Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title numbers ON357216 and ON295856 free from encumbrances that would prevent the First Owner entering into this Agreement.
- (D) The Second Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title numbers ON313183, ON294808, ON301688 free from encumbrances that would prevent the Second Owner entering into this Agreement.
- (E) The Third Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number ON215496 free from encumbrances that would prevent the Third Owner entering into this Agreement.
- (F) The Fourth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number ON224706 free from encumbrances that would prevent the Fourth Owner entering into this Agreement.
- (G) The Fifth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title numbers ON16662, ON311723 and ON292379 free from encumbrances that would prevent the Fifth Owner entering into this Agreement.

- (H) The Developer has the benefit of various options to acquire the Obligation Land. The Developer intends to construct and operate and use the Development as authorised by the DCO.
- (I) The Owners have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the District Council and the County Council against the Owners and their successors in title and to ensure the Development is regulated by the obligations as set out.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Agreement, the following words and expressions have the following meanings:

"1990 Act"	the Town and Country Planning Act 1990 (as amended)
"2008 Act"	the Planning Act 2008 (as amended)
"Application"	the application made pursuant to section 37 of the 2008 Act for the DCO to authorise the Development
"Commencement Date"	the date specified in clause 3.1 and "Commencement of Development" and "Commence Development" shall be construed accordingly
"Contributions"	means each and every financial payment to be paid by the Owners to the District and County Council in Schedules 1 and 2 inclusive
"the Councils"	the District Council and the County Council or either of them as the case may be
"CPI Index"	the Consumer Price Index issued by the Office for National Statistics
"the DCO"	the development consent order to be made under the 2008 Act currently titled The Oxfordshire Strategic Rail Freight Interchange Order 202[X]
"the Development"	means the development authorised by the DCO
"Index Linked"	means increased by any such percentage (if any) as the figure for the CPI Index most recently published prior to the date of payment of the sum to be paid bears to the most recently published figure for such index prior to the date of this Agreement
"Obligation Land"	the land shown tinted blue on Plan 1 to which the obligations in this Agreement apply
"Occupation"	means the occupation for use for which the relevant Unit was designed excluding occupation for the sole purpose of construction fitting out security marketing or repair and "Occupy" and "Occupied" shall be construed accordingly
"Order Limits"	the order limits of the DCO shown edged red on Plan 1

“the Owners”	means collectively the First Owner, the Second Owner, the Third Owner, the Fourth Owner, the Fifth Owner or either one of them or group of them as the case may be
“Plan 1”	the Plan attached at Appendix 1
“Plan 2”	the Plan attached at Appendix 2
“Unit”	a warehouse on the Development constructed pursuant to the DCO and “Units” shall be interpreted accordingly
“Unused”	means those monies which remain unspent by the District Council and/or the County Council (as relevant) for the avoidance of doubt any sums which the District Council and/or the County Council are contractually obliged to pay at a future date but which have not yet been paid shall not be considered unused for the purposes of this Agreement
“Working Days”	means any day falling between Monday and Friday (both days inclusive) upon which the clearing banks in the City of London are open for normal business which is not Good Friday or a statutory bank holiday

1.2 In this Agreement:

- 1.2.1 further definitions are contained in **Schedules 1 and 2**;
- 1.2.2 the clause headings do not affect its construction or interpretation;
- 1.2.3 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.4 words importing the singular meaning where the context so admits include the plural meaning and vice versa;
- 1.2.5 words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner;
- 1.2.6 all obligations made on or behalf of all the Owners are enforceable against all of the Owners jointly and severally unless there is an express provision otherwise;
- 1.2.7 references to any statute or statutory provision include references to:
 - 1.2.7.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
 - 1.2.7.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.8 references to the Obligation Land include any part of it;
- 1.2.9 references to any party in this Agreement include the successors in title of that party and in the case of the District Council and the County Council includes

any successor local planning authority and local highway authority exercising planning powers under the 1990 Act "including" means "including, without limitation";

- 1.2.10 any covenant by the Owners or the District Council or the County Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing; and
- 1.2.11 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.
- 1.2.12 all third party rights arising under the Contracts (Rights of Third Parties) Act 1999 are excluded and no one other than the District Council, the County Council and the Owners and as defined their successors in title or successor authorities shall have any right to enforce any obligation or term of this Agreement.

2. **EFFECT OF THIS AGREEMENT**

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act as amended by section 174 of the 2008 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers and the obligations contained in **clause 4** and **Schedules 1 and 2 (inclusive)** shall bind the interest of the Owners and their successors in title and assigns to the Obligation Land and each and every party of the Obligation Land.
- 2.2 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 and the covenants, restrictions and requirements imposed upon the Owner under this Agreement are enforceable by the Councils as provided in **clause 2.3**.
- 2.3 The obligations set out in **Schedule 1** are enforceable by the District Council and the obligations in **Schedule 2** are enforceable by the County Council.
- 2.4 The Developer enters into this Agreement to acknowledge the obligations herein. 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 and then it shall be liable only in respect of such part of the Obligation Land it has acquired.
- 2.5 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the District Council or the County Council of any of their statutory powers, functions or discretions in relation to the Obligation Land or otherwise.
- 2.6 Obligations to perform or carry out works or activities on any part of the Obligation Land or to observe and perform any obligations only relating to part of the Obligation Land shall only be enforceable against persons with an interest in the part of the Obligation Land to which that obligation relates.
- 2.7 This Agreement will be registered as a local land charge by the District Council and the County Council.

3. **COMMENCEMENT DATE**

- 3.1 Save where specifically provided to the contrary the obligations contained in **clauses 4, 11, 13-17** and **Schedules 1 to 3** of this Agreement will not come into effect until the date on which the DCO has been granted and Development commences through the carrying out on the Obligation Land of a material operation as specified in section 56(4) of the 1990 Act PROVIDED THAT the following operations will not constitute a material operation for the purposes of this Agreement:

- 3.1.1 site preparation, site security, ecological mitigation works and clearance works;
- 3.1.2 environmental surveys and monitoring;
- 3.1.3 removal of hedgerows, trees and shrubs;
- 3.1.4 investigations for the purpose of assessing ground conditions;
- 3.1.5 diversion or laying of services;
- 3.1.6 erection of construction plant and equipment;
- 3.1.7 geotechnical or ground contamination investigation;
- 3.1.8 the display of site notices and advertisements; and
- 3.1.9 works for the protection and redevelopment of the threshing barn as shown on the threshing barn drawings as listed in Schedule 16 of the DCO,
- 3.1.10 any other preparatory works as may be agreed in writing with the District Council and the County Council.

4. **OBLIGATIONS OF THE PARTIES**

- 4.1 The Owners agree with the District Council to comply with their obligations set out in **Schedule 1** in relation to the Development.
- 4.2 The Owners agree with the County Council to comply with their obligations set out in **Schedule 2** in relation to the Development.
- 4.3 The District Council agrees with the Owners to comply with their obligations set out in **Schedule 3** in relation to the Development.
- 4.5 The County Council agrees with the Owners to comply with their obligations set out in **Schedule 4** in relation to the Development.
- 4.6 The Owners shall provide the District Council and the County Council with written notice of:
 - 4.6.1 the intention to Commence Development no later than 10 Working Days prior to Commencement of Development;
 - 4.6.2 the intention to first Occupy the Development no later than 10 Working days prior to Occupation of the Development.
- 4.7 No person will be liable for any breach of the terms of this Agreement occurring after parting with their interest in the Obligation Land or the part of the Obligation Land in respect of which such breach occurs but they will remain liable for any breaches of this Agreement occurring before that date.

5. **FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENTS**

- 5.1 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 1990 Act or a development consent order granted pursuant to the 2008 Act (other than the DCO) either before or after the date of this Agreement.

6. **TERMINATION OF THIS AGREEMENT**

- 6.1 This Agreement shall cease to have effect if the DCO is quashed, cancelled, revoked or expires prior to the Commencement of Development except to the extent that any obligation in this Agreement has been performed in whole or in part.
- 6.2 Where the Agreement comes to an end under clause 6.1 the District Council and the County Council is, upon written request from any of the Owners, to vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Obligation Land.
- 6.3 If any of the Owners make a request in writing for the District Council and the County Council to place a note against the entry made in the Local Land Charges register stating which obligations under this Agreement have been discharged and complied with, the District Council and the County Council will place such a note against the entry provided that no such request can be made on more than six occasions in each calendar year.

7. **NOTICES**

- 7.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.
- 7.2 Any notice, demand or any other communication served is to be sent to:
- 7.2.1 the address of the relevant party set out at the beginning of this Agreement; and
 - 7.2.2 for the developer, to its registered office address and to Mountpark, 7th Floor, Swan House, 17-19 Stratford Place, London, W1C 1BQ or to such other address as one party may notify in writing to the others at any time as its address for service.
- 7.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:
- 7.3.1 if delivered by hand, at the time of delivery;
 - 7.3.2 if sent by post, on the second Working Day after posting; or
 - 7.3.3 if sent by recorded delivery, at the time delivery was signed for.
- 7.4 If a notice, demand or any other communication is served after 4.00 pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.
- 7.5 For the avoidance of doubt, where proceedings have been issued in the courts in England, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

8. **THE COUNCILS' LEGAL FEES**

- 8.1 Upon completion of this Agreement the Developer is to pay to the District Council their reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Agreement up to the amount of [£xxxxx]
- 8.2 Upon completion of this Agreement the Developer is to pay to the County Council their reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Agreement up to the amount of [£xxxxx].

9. DETERMINATION OF DISPUTES

- 9.1 Subject to clause 9.7, if any dispute arises relating to or arising out of the terms of this Agreement either party may give the other written notice requiring the dispute to be determined under this Clause 9 and the notice shall propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 9.2 For the purposes of this **clause 9** a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' relevant experience.
- 9.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of any party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under **clause 9.4**.
- 9.4 Any dispute over the identity of the Specialist is to be referred at the request of any party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.
- 9.5 The Specialist is to act as an independent expert and:
- 9.5.1 each party may make written representations within fifteen Working Days of his appointment and will copy the written representations to the other party;
 - 9.5.2 each party is to have a further fifteen Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - 9.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 9.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
 - 9.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
 - 9.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.
- 9.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 9, including costs connected with the appointment of the Specialist, the Specialist's own costs, and the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
- 9.7 This **clause 9** does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.
- 9.8 For the avoidance of doubt except where it is expressly stated that **clause 9** shall apply the provisions of this **clause 9** shall not affect the ability of the District Council or the County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Agreement and consequential and interim orders and relief.

10. **WAIVER**

10.1 No waiver (whether expressed or implied) by the District Council, the County Council or the Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

11. **CHANGE IN OWNERSHIP**

11.1 The Owners agree with the District Council and the County Council to give the District Council and the County Council written notice of any change in ownership of any of their respective interests in the Obligation Land (with the exception of lettings of individual units and transfers to statutory undertakers) occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Obligation Land or Unit of occupation purchased by reference to a plan.

12. **JURISDICTION**

12.1 This Agreement is to be governed by and interpreted in accordance with the laws of England.

12.2 The courts of England are to have exclusive jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

13. **INDEXATION**

13.1 It is agreed that all Contributions in this Agreement shall be Index Linked from the date of this Agreement until the date a contribution amount or payment is due to be paid.

13.2 If the CPI Index is rebased or replaced an appropriate alternative index shall be substituted by the agreement of the parties to this Agreement. Any dispute concerning that substitution shall be resolved pursuant to **Clause 9**.

14. **INTEREST**

14.1 If any payment due to the District Council or the County Council under this Agreement is paid late interest will be payable from the date payment is due to the date of payment at 4% above the base lending rate of Barclays Bank plc prevailing at the time unless otherwise expressly stated in this Agreement.

14.2 If any contributions are being returned by the District Council or the County Council under the terms of this Agreement such refund shall include the payment of any interest accrued while the monies were in the possession of the District Council or the County Council.

15. **VAT**

15.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of value added tax properly payable.

16. **AGREEMENT**

16.1 When the agreement, approval, consent or expression of satisfaction is required by the Owner from the District Council or the County Council under the terms of this Agreement such agreement, approval, consent or expression of satisfaction:

16.1.1 must be evidenced in writing;

16.1.2 shall not be unreasonably delayed; and

16.1.3 except when stated in this Agreement to be entirely at the discretion of the District Council or the County Council shall not be unreasonably withheld.

17. **USE OF CONTRIBUTIONS**

17.1 The District Council and the County Council covenant to provide the Owners with such reasonable evidence as they require to confirm the expenditure of the sums paid by the Owners under this Agreement within 20 Working Days of receiving a written request from the Owners to do so.

17.2 The Owners may only make a written request under **clause 17.1** twice a year.

18. **EXECUTION**

18.1 The parties have executed this Agreement as a deed and it is delivered on the date set out above.

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SCHEDULE 1

Covenants with the District Council

Definitions

"Eligible Properties"	mean the 46 residential dwellings the locations of which are shown on the Noise Impact Plan and "Eligible Property" shall mean any one of them
"Homeowner"	means the proprietor registered at HM Land Registry of either the freeholder interest or a long leasehold interest (of 99 or more years) in an Eligible Property
"Homeowner Response Form"	means a form in the format contained in Appendix [X] which permits a Homeowner to either: (a) confirm that it accepts the Noise Insulation Offer and undertakes to use the Noise Insulation Payment for the carrying out of Noise Insulation Measures and for no other purpose; OR (b) confirm that it rejects the Noise Insulation Offer
"Noise Impact Plan"	the plan contained in Appendix [X] identifying the location of each Eligible Property
"Noise Insulation Contribution"	the sum of [£x]
"Noise Insulation Measures"	means either: (a) works to improve the acoustic performance of existing glazing to a bedroom window of an Eligible Property, such works may include provision of double glazing if not already present or provision of secondary glazing; OR (b) provision of alternative means of ventilation to a bedroom of an Eligible Property to avoid the opening of a window
"Noise Insulation Offer"	means an offer made in writing by the Owner to each Homeowner for the payment of a Noise Insulation Payment by the District Council to the Homeowner such offer: (a)) to be in the form contained in Appendix [X] ; and (b) to be sent by special delivery guaranteed

	(tracked); and (c) to enclose two blank Homeowner Response Forms for completion by the Homeowner; and (d) to enclose a pre-paid envelope for reply to the Owner and a pre-paid envelope for a copy reply to the District Council
"Noise Insulation Offer Delivery Date"	means the date of delivery of a Noise Insulation Offer to a Homeowner
"Noise Insulation Payment"	means an amount in the sum of up to [£x] for funding Noise Insulation Measures at an Eligible Property

THE OWNERS' COVENANTS

The Owners covenant:

1. To pay the Noise Insulation Contribution to the District Council prior to first Occupation of the first Unit to be Occupied and not to Occupy or permit Occupation of any Unit until the Noise Insulation Contribution has been paid to the District Council.
2. To make a Noise Insulation Offer to the Homeowner of each Eligible Property prior to first Occupation of the first Unit to be Occupied and not to Occupy or permit Occupation of any Unit until a Noise Insulation Offer has been made to the Homeowner of each Eligible Occupier.
3. To provide the District Council with confirmation of the making of a Noise Insulation Offer to the Homeowner of each Eligible Property and confirmation of the Noise Insulation Offer Delivery Date such confirmation to be given to the District Council within 7 days following the Noise Insulation Offer Delivery Date in respect of the Homeowner of each Eligible Property.
4. That if a response is received from a Homeowner rejecting a Noise Insulation Offer or if within 36 days following the Noise Insulation Offer Delivery Date no response is received from the Homeowner, in which case the Noise Insulation Offer shall be deemed to have been rejected, there shall be no continuing obligation in respect of the respective Eligible Property.
5. That if within 36 days following the Noise Insulation Offer Delivery Date confirmation is received from a Homeowner that it accepts the Noise Insulation Offer payment of a Noise Insulation Payment shall be made by the District Council to the Homeowner of the respective Eligible Property pursuant to **Part 1 of Schedule 3**.

SCHEDULE 2

Covenants with the County Council

Definitions

<p>"Bus Service Contribution"</p>	<p>the sum of £3,262,351 (three million two hundred and sixty two thousand and three hundred and fifty one pounds) payable towards the cost associated with provision of and/or improvements to bus services payable in the following tranches:</p> <ul style="list-style-type: none"> - Tranche 1 - Tranche 2 - Tranche 3 - [tbc]
<p>"Bus Infrastructure Contribution"</p>	<p>the sum of £130,984 (one hundred and thirty thousand nine hundred and eighty four pounds) payable towards the cost associated with the provision of bus service infrastructure including real time information, at a cost of £9,356 (nine thousand three hundred and fifty six pounds) per real time information sign at the following locations:</p> <ul style="list-style-type: none"> • 2 stops (one in each direction on the Heyford Park Link Road); • 6 stops (three in each direction) on the estate road forming part of Work No. 7 of the DCO, based on max spacing of 400m; • 2 stops at principal access to the main site as per Work No. 11 of the DCO (one in each direction); • 2 stops (one in each direction) at the Energy Recovery Facility; • 2 stops (one in each direction) within Middleton Stoney
<p>["A4095/B4030 Roundabout Improvement Contribution"]</p>	<p>the sum of £[] ([] pounds) for improvements to the Vendee Drive Roundabout.</p>
<p>"Framework Travel Plan"</p>	<p>the framework travel plan certified as part of the environmental statement pursuant to article [55] of the DCO</p>
<p>"Framework Travel Plan Monitoring Fee"</p>	<p>the sum of £3,374 (three thousand three hundred and seventy four pounds) for monitoring compliance with the Framework Travel Plan.</p>
<p>"Speed Limit Signs Contribution"</p>	<p>the sum of [£XXX] for the provision and installation of signs advertising the speed</p>

	limits imposed by article 17 and Parts 2 and 3 of Schedule 8 of the DCO.
"Weight Limit Signs Contribution"	the sum of [£200,000] (two hundred thousand pounds) for the provision and installation of signs advertising the heavy good vehicles environmental weight limits imposed by article 20 and Part 4 of Schedule 9 of the DCO.

The Owners covenant:

1. Part 1 – Financial Contributions

1.1 To pay the Bus Service Contribution as follows:

1.1.1 Tranche 1 prior to first Occupation of first Occupation of the first Unit to be Occupied and not to Occupy any Unit;

1.1.2 Thereafter to pay each of the remaining tranches on an annual basis on the anniversary of the payment of Tranche 1.

1.2 To pay the Bus Infrastructure Contribution prior to first Occupation of the first Unit to be Occupied and not to Occupy any Unit until the Bus Infrastructure Contribution has been paid to the County Council.

1.3 To pay the A4095/B4030 Roundabout Improvement Contribution prior to first Occupation of the first Unit to be Occupied and not to Occupy any Unit until the A4095/B4030 Roundabout Improvement Contribution has been paid to the County Council.

1.4 To pay the Speed Limit Signs Contribution prior to first Occupation of the first Unit to be Occupied and not to Occupy any Unit until the Speed Limit Signs Contribution has been paid to the County Council.

1.5 To pay the Weight Limit Signs Contribution prior to first Occupation of the first Unit to be Occupied and not to Occupy any Unit until the Weight Limit Signs Contribution has been paid to the County Council.

2. Part 2 – Travel Plan Monitoring Fee

2.1 To pay the Framework Travel Plan Monitoring Fee prior to the Commencement of the Development.

SCHEDULE 3

District Council's Obligations

Definitions

"Eligible Properties"	as defined in Schedule 1
"Homeowner"	as defined in Schedule 1
"Noise Insulation Contribution"	as defined in Schedule 1
"Noise Insulation Payment"	as defined in Schedule 1
"Noise Insulation Offer"	as defined in Schedule 1
"Noise Insulation Offer Delivery Date"	as defined in Schedule 1

The District Council covenants:

1. **Part 1 – Noise Insulation**

- 1.1 Following receipt of written confirmation from a Homeowner of an Eligible Property within 36 days following the Noise Insulation Offer Delivery Date of acceptance of a Noise Insulation Offer, to pay a Noise Insulation Payment to the Homeowner of the respective Eligible Property.
- 1.2 Following each rejection by a Homeowner of an Eligible Property of a Noise Insulation Offer or each deemed rejection of a Noise Insulation Offer in accordance with **paragraph 4 of Schedule 1**, to repay to the Owners a proportion of the Noise Insulation Contribution equivalent to a Noise Insulation Payment.

1. **Part 2 - Discharge of Owner Obligations**

- 1.1 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. To use the contributions payable in accordance with **Schedule 2** for the purposes specified in **Schedule 2**.
2. To repay to the Owners or the party who paid the monies originally any part of the contributions to be paid in accordance with **Schedule 2** above together with simple interest at the base rate available from time to time of the Bank of England which remain Unused after a period of five years from the date the relevant contributions were paid to the County Council.

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APPENDIX 1

Plan 1 – Obligation Land

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APPENDIX 2

Plan 2 – Order Limits

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EXECUTED AS A DEED BY)
OXFORDSHIRE RAIL FREIGHT LIMITED acting by)
in the presence of)

Witness signature
Name
Occupation
Address

EXECUTED AS A DEED BY)
[Redacted])
in the presence of)

Witness signature
Name
Occupation
Address

EXECUTED AS A DEED BY)
[Redacted])
in the presence of)

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in the presence of

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Witness signature

Name

Occupation

Address

THE SEAL of CHERWELL DISTRICT COUNCIL was hereunto affixed in the presence of:

)
)

Authorised Officer

THE SEAL of OXFORDSHIRE COUNTY COUNCIL was hereunto affixed in the presence of:

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Authorised Officer

