

6	<p>That all planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the building(s) or on the completion of the development, whichever is the sooner; and that any trees and shrubs which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent for any variation.</p> <p>Reason In the interests of the visual amenities of the area, to ensure the creation of a pleasant environment for the development and to comply with Policy C28 of the adopted Cherwell Local Plan.</p>	1st planting season	N/A										
7	<p>Prior to the commencement of the development hereby permitted details of the provision, landscaping and treatment of open space/play space within the site shall be submitted to and approved in writing by the Local Planning Authority. The open space/play space, once approved shall be landscaped, laid out and completed in accordance with the details approved and within a time period to be first approved in writing by the Local Planning Authority and thereafter retained as open space/play space.</p> <p>Reason In the interests of amenity, to ensure the creation of a pleasant environment for the development with appropriate open space/play space and to comply with Policy R12 of the adopted Cherwell Local Plan.</p>	Prior to commencement	N/A										
8	<p>Prior to the commencement of the development hereby permitted a desk study and site walk over to identify all potential contaminative uses on site, and to inform the conceptual site model shall be carried out by a competent person and in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11' and shall be submitted to and approved in writing by the Local Planning Authority. No development shall take place until the Local Planning Authority has given its written approval that it is satisfied that no potential risk from contamination has been identified.</p> <p>Reason - To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy ENV12 of the adopted Cherwell Local Plan and PPS23: Planning and Pollution Control.</p>	Prior to commencement	N/A										

9	<p>If a potential risk from contamination is identified as a result of the work carried out under condition 8, prior to the commencement of the development hereby permitted, a comprehensive intrusive investigation in order to characterise the type, nature and extent of contamination present, the risks to receptors and to inform the remediation strategy proposals shall be documented as a report undertaken by a competent person and in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11' and submitted to and approved in writing by the Local Planning Authority. No development shall take place unless the Local Planning Authority has given its written approval that it is satisfied that the risk from contamination has been adequately characterised as required by this condition.</p> <p>Reason - To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy ENV12 of the adopted Cherwell Local Plan and PPS23: Planning and Pollution Control.</p>	Prior to commencement	N/A										
10	<p>If contamination is found by undertaking the work carried out under condition 9, prior to the commencement of the development hereby permitted, a scheme of remediation and/or monitoring to ensure the site is suitable for its proposed use shall be prepared by a competent person and in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11' and submitted to and approved in writing by the Local Planning Authority. No development shall take place until the Local Planning Authority has given its written approval of the scheme of remediation and/or monitoring required by this condition.</p> <p>Reason - To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy ENV12 of the adopted Cherwell Local Plan and PPS23: Planning and Pollution Control.</p>	Prior to commencement	N/A										
11	<p>If remedial works have been identified in condition 10, the remedial works shall be carried out in accordance with the scheme approved under condition 10. The development shall not be occupied until a verification report (referred to in PPS23 as a validation report), that demonstrates the effectiveness of the remediation carried out, has been submitted to and approved in writing by the Local Planning Authority.</p> <p>Reason - To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy ENV12 of the adopted Cherwell Local Plan and PPS23: Planning and Pollution Control.</p>		n										

12	That the development hereby permitted shall be carried out in accordance with the recommendations made in the RSK Initial Ecological Survey dated June 2010, in particular the Method Statement (Appendix 6) which sets out measures for habitat retention and enhancement and avoidance of harm. Reason To protect habitats of importance to nature conservation from any loss or damage in accordance with the requirements of PPS9 - Planning and Biodiversity and Policy C2 of the adopted Cherwell Local Plan		N/A											
13	That the development hereby permitted shall be carried out in accordance with the recommendations made in the RSK Bat and barn Owl Survey dated June 2010, in particular the Method Statement (Appendix 6) which sets out measures for replacement bat roosting habitat, avoidance of harm/destruction of unidentified bat roosts, replacement barn owl roosting habitat and avoidance of harm in relation to barn owls. Reason To protect habitats of importance to nature conservation from any loss or damage in accordance with the requirements of PPS9 Planning and Biodiversity and Policy C2 of the adopted Cherwell Local Plan	Prior to commencement	N/A											
14	That prior the first occupation of any part of the development hereby permitted fire hydrants shall be provided or enhanced on the site in accordance with details to be first submitted to and approved in writing by the Local Planning Authority. Reason - To secure the provision of essential community infrastructure on site in accordance with Government Guidance contained in PPS1 - Delivering Sustainable Development	prior to 1st Occupation	N/A											
15	Prior to the commencement of the development an archaeological Written Scheme of Investigation shall be submitted to and approved in writing by the Local Planning Authority. Reason - To safeguard the recording and inspection of matters of archaeological importance on the site in accordance with PPS5: Planning for the Historic Environment	Prior to commencement	N/A											
16	Following the approval of the Written Scheme of Investigation referred to in condition 14, no development shall commence within the application area until the applicant, or their agents or successors in title, have implemented a staged programme of archaeological investigation and mitigation, which shall be carried out by a professional archaeological organisation (acceptable to the Local Planning Authority) in accordance with the Written Scheme of Investigation. The programme of work shall include all processing, research and analysis necessary to produce an accessible and useable archive and a full report for publication. Reason To safeguard the recording and inspection of matters of archaeological importance on the site in accordance with PPS5: Planning for the Historic Environment	Prior to commencement	N/A											
Third Schedule Covenants with the District Council	1.1	The Owners covenant with the District Council that they the Owners will upon the terms of paragraphs 1.2 to 1.10 provide the LAP as a local area of play in accordance with the Guide a copy of which has been supplied to the Owners and will not at any time use the LAP or cause or permit the LAP to be used for any purpose other than as a local area of play (and the words "any other purpose" shall include using the subsoil of the LAP for the laying of services unless so agreed by the District Council in approving any conditions pursuant to the Planning Permission or otherwise and using the LAP or the site thereof for the storage of materials, the parking of cars and/or any other vehicles or as a site compound or for any other purpose detrimental to the structure of the soil or existing vegetation);		N/A										

2.3	£137,713.00 to pay to the County Council before any planning permission for the Development is Implemented the first instalment of the County Infrastructure Contribution of £137,713.00 Index Linked and the Transport Contribution;	prior to Implementation											
2.4	not to cause or permit the Occupation of any Dwelling until it has paid to the County Council the second instalment of the County Infrastructure Contribution being the balance of the County Infrastructure Contribution and to pay that balance to the County Council before any Dwelling is Occupied Provided Always that where the Notification has not been received by the County Council prior to the due date for payment of the second instalment of the County Infrastructure Contribution to pay to the Council the sum of £137,713.00 Index Linked prior to the first Occupation of any Dwelling and not to cause or permit any Dwelling to be Occupied until such payment has been made to the Council	Prior to 1st Occupation	£137,713.00										
2.5	where the Notification has not been received by the County Council prior to the payment of the second instalment of the County Infrastructure Contribution to pay to the County Council within 14 days of the issue of the Reserved Matters Approval (Dwellings) the balance (if any) of the County Infrastructure Contribution												
2.6	in the event that the number of Dwellings and/or their size (by reference to the number of Bedrooms) to be constructed on the Site differs from that applied for the purpose of calculating any of the payments further to paragraph 2.4 and where applicable paragraph 2.5 above the Owner shall pay to the County Council prior to commencement of construction of the final Dwelling the balance outstanding of the County Infrastructure Contribution (calculated applying the actual number and size of Dwellings to be constructed)	Prior to Commencement of final dwelling											

		Total	£284,416.00			Total	£0.00					Total	£0.00
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District Council Covenants Repayment of contributions	1	The District Council hereby covenants with the Owners to use all sums received from the Owners under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owners and the District Council shall agree	N/A	N/A	N/A	N/A	N/A	N/A					
	2	The District Council covenants with the Owners that following written request from the Owners that it will pay to the party that made that payment to the District Council such amount of any payment made by the Owners to the District Council under this Deed in accordance with the provisions of this Deed which has not been expended at the date of such written request together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law provided always that no such request will be made prior to the expiry of ten years of the date of receipt by the District Council of such payment. Any contribution or part of a contribution which the District Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the District Council prior to that date. If capital works have been carried out then commuted sums for maintenance will not be returnable under this paragraph.	N/A	N/A	N/A	N/A	N/A	N/A					
	3	The District Council shall provide to the Owners such evidence, as the Owners shall reasonably require in order to confirm the expenditure of the sums paid by the Owners under this Deed upon a written request by the Owners such request not to be made more than once in any year	N/A	N/A	N/A	N/A	N/A	N/A					

Open Space Land	4	The District Council shall neither use nor permit to be used the Informal Open Space and the LAP other than as amenity areas for the use of the public without the prior written consent of the Owners	N/A	N/A	N/A	N/A	N/A	N/A						
	Discharge of Conditions	5	At the written request of the Owners the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed	N/A	N/A	N/A	N/A	N/A	N/A					
County Council Covenants	1	The County Council covenants with the Owner that it shall not apply the County Infrastructure Contribution for any purpose other than for the provision and/or improvement of: Primary school infrastructure serving Milcombe; Secondary school infrastructure serving Milcombe; Special needs school infrastructure serving Milcombe; Library infrastructure including book stock serving Milcombe; Day resource centre infrastructure serving Milcombe; Oxfordshire museum resource centre; Strategic waste recycling centre infrastructure serving Milcombe in such form and at such time as the County Council shall in its discretion decide	N/A	N/A	N/A	N/A	N/A	N/A						
	2	The County Council covenants with the Owner not to apply the Transport Contribution for any purpose other than for the provision and/or improvement of sustainable transport infrastructure and/or services serving Milcombe	N/A	N/A	N/A	N/A	N/A	N/A						
	3	Following written request from the person who made the relevant payment the County Council will repay to that person the balance (if any) of the County Infrastructure Contribution and Transport Contribution which at the date of the receipt of such written request has not been expended together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law provided always that no such request shall be made prior to the expiration of 10 years from the date of payment of the final instalment of those contributions or if later 10 years from the expiration of the due date for payment of the final instalment of those contributions. Any contribution or part of a contribution which the County Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the Council prior to that date	N/A	N/A	N/A	N/A	N/A	N/A						
	4	The County Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the contributions paid to the County Council under this Deed upon a written request by the Owner such request not to be made more than once in any year	N/A	N/A	N/A	N/A	N/A	N/A						