Section 106 contributions for Planning Permission Site Land at Oak Farm, Milcombe 10/00967/OUT: (29 Dwellings, Lap, Leap & informal open space)

Agreement dated 05/04/2011

Contribution type and claw back date specified		Definition and total amounts (add indexation type, for e.g., BCIS All In Tender)	Triggers for delivery	Trigger Amount	Invoice number (& date issued by finance) & indexation rate/period	Date payment received / infrastructure complete (and claw back date)	Amount received	Cost centre (S106 Revenue)		Civica Requisition No, PO Number and GRN No (and dates of)	Date amount / infrastructure transferred and to which recipient	Amount transferred Apaid to recipient
Miscellaneous No claw back	8.1	Will on completion of this Deed pay to the District Council and the County Council their respective reasonable legal costs of and in connection with this Deed	On completion of the Deed									
	8.1.2	Will reimburse the District Council and County Council in respect of all legal and administrative costs reasonably and properly incurred in connection with the enforcement of any of the provisions hereof should the need for enforcement arise in the reasonable opinion of the District Council and/or County Council	Prior to Implementation									
	8.1.3	£3,750.00 'Forthwith upon completion of this Deed will pay to the County Council the sum of three thousand seven hundred and fifty Pounds (£3,750.00) as a contribution towards the cost of monitoring and administration of this Deed	Upon Completion of the Deed	£3,750.00								
	8.1.4	£1,225.00 'Forthwith upon completion of this Deed will pay to the District Council the sum of one thousand two hundred and twenty five Pounds (£1,225.00) as a contribution towards the cost of monitoring and administration of this Deed	Upon Completion of the Deed	£1,225.00		06/04/2011	£1,225.00					
	8.1.5	Will reimburse the District Council in respect of its reasonable legal costs where land is transferred to the District Council pursuant to this Deed.	where land is transferred to the DC									
			Total	£4,975.00		Total	£1,225.00				Total	0.03
Change of ownership etc	11.1	The Owners agree with the District Council and the County Council to give the District Council and the County Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed 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 Site or unit of occupation purchased by reference to a plan.	written notice in case of change of ownership	N/A								
Change of ownership etc	11.1	County Council to give the District Council and the County Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed 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 Site or unit of occupation purchased by	change of ownership	N/A N/A								
Change of ownership etc		County Council to give the District Council and the County Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed 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 Site or unit of occupation purchased by reference to a plan. to give the District Council and the County Council notice in writing of the intended date of Implementation of the Planning Permission fourteen	change of ownership									
Change of ownership etc	11.2.1	County Council to give the District Council and the County Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed 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 Site or unit of occupation purchased by reference to a plan. to give the District Council and the County Council notice in writing of the intended date of Implementation of the Planning Permission fourteen days before that date The date of Implementation of the Planning	change of ownership date of implementation date of 1st occupation	N/A								

Appendix B

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Schedule two Draft Conditions no claw back date	1	That no development shall be commenced until full details of the layout, scale, appearance, access and landscaping (hereafter referred to as reserved matters) have been submitted to and approved in writing by the Local Planning Authority. Reason - This permission is in outline only and is granted to comply with the provisions of Section 92 of the Town and Country Planning Act 1990. as amended by Section 51 of the Planning and Compulsory Purchase Act 2004, and Article 3(1) of the Town and Country Planning (General	prior to commencement	N/A					
	2	Development Procedure) Order 1995 (as amended). That in the case of the reserved matters, application for approval shall be made not later than the expiration of three years beginning with the date of this permission. Reason - This permission is in outline only and is granted to comply with the provisions of Section 92 of							
	3	the Town and Country Planning Act 1990. as amended by Section 51 of the Planning and Compulsory Purchase Act 2004, and Article 3(1) of the Town and Country Planning (General Development Procedure) Order 1995. (As amended). That the development to which this permission relates		N/A					
	3	shall be begun not later than the expiration of two years from the final approval of the reserved matters or, in the case of approval on different dates, the final approval of the last reserved matters to be approved. Reason - This permission is in outline only and is granted to comply with the provisions of Section 92 of the Town and Country Planning Act 1990. as amended by Section 51 of the Planning and Compulsory Purchase Act 2004, and Article 3(1) of the Town and Country Planning (General Development Procedure) Order 1995 (as amended).	permission granted	N/A					
	4	That no more than 29 dwellings shall be accommodated on the site. Reason In order to achieve a satisfactory form of development, to ensure that the site is not overdeveloped and to comply with Policies C28 and C30 of the adopted Cherwell Local Plan.	no more than 29 dwellings on site	N/A					
	5	That no development shall take place until there has been submitted to and approved in writing by the Local Planning Authority a scheme for landscaping the site which shall include:- (a) details of the proposed tree and shrub planting including their species, number, sizes and positions, together with grass seeded/turfed areas, (b) details of the existing trees and hedgerows to be retained as well as those to be felled, including existing and proposed soil levels at the base of each tree/hedgerow and the minimum distance between the base of the tree and the nearest edge of any excavation, (c) details of the hard surface areas, pavements, pedestrian areas, crossing points and steps. Reason In the interests of the visual amenities of the area, to ensure the creation of a pleasant environmen for the development and to comply with Policy C28 of the adopted Cherwell Local Plan.	t	N/A					

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. 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.	1st planting season	N/A					
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. 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.	Prior to commencement	N/A					
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. 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.		N/A					

W. Company	9	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. 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.	N/A					
	10	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. 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.	N/A					
	11	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. 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.	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	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					

1.2	permit the Development to be Implemented until there has been submitted in writing to and approved by the District Council the LAP Scheme and which scheme shall include (1) details of the location of the LAP (2) a timetable for carrying out the works and the planting comprised in the said laying out landscaping and equipping of the LAP (3) provision to ensure that the LAP is suitable for disabled users (4) detailed provision for the maintenance of the LAP for a period of twelve months following its completion, such maintenance to include regular inspection; and (5) insurance of risks associated with the use and occupation of the LAP to the satisfaction of the District Council until the transfer to the District Council;		N/A					
1.3	will during the first planting season following the commencement of construction of any Adjacent Dwelling carry out and complete the laying out landscaping and equipping of the LAP in accordance with the LAP Scheme and the Guide and to the reasonable satisfaction of the District Council;	1st Planting season	N/A					
1.4	will comply with any reasonable instructions given to it by the District Council for the purpose of ensuring that the LAP is laid out, landscaped and equipped in accordance with the LAP Scheme;		N/A					
1.5	will notify the District Council on the completion of the laying out landscaping and equipping of the LAP in accordance with the LAP Scheme so that it may inspect the same and (if satisfied) issue a Practical Completion Certificate on completion of the LAP to the District Council's reasonable satisfaction	on completion of the Lap	N/A					
1.6	will notify the District Council on the expiry of the Maintenance Period so that it may inspect the LAP and (if satisfied) issue a Final Completion Certificate on completion of the Maintenance Period to the District Council's reasonable satisfaction PROVIDED ALWAYS THAT the District Council (at all times acting reasonably) shall only be obliged to issue a Practical Completion Certificate or a Final Completion Certificate as the case may be if it (the District Council) is satisfied in respect of the LAP in accordance with the provisions of this Schedule and if the District Council is not so satisfied the Owners will prior to reapplying for any Practical Completion Certificate or Final Completion Certificate comply with any reasonable requirements of the District Council to complete the laying out, landscaping and equipping of the LAP and the remedying of any defects or omissions in accordance with the LAP Scheme;		N/A					
1.7	will maintain the LAP to its original completed standard throughout the Maintenance Period until its transfer to the District Council (or other person/body as it may direct), replacing and/or repairing to the reasonable satisfaction of the District Council any items (including surfaces) which are defective in the reasonable opinion of the District Council in accordance with the approved details contained in the LAP Scheme and replacing any trees shrubs plants or grass which may die are removed or become seriously damaged or diseased with others of similar size and species to the reasonable satisfaction of the District Council;		N/A					
1.8	will not cause or permit any Adjacent Dwelling to be Occupied until the Practical Completion Certificate has been issued in respect of the LAP;	Prior to occupation of adjacent dwellings	N/A					
1.9	will provide an unrestricted right of access for the occupiers for the time being of the Dwellings to the LAP at all times following the issue of the Practical Completion Certificate;		N/A					

I	1.10	will not grant or cause or permit to be granted any			I	1	I			1	<u> </u>
	1.10	rights or easements over the LAP without the prior written consent of the District Council (such consent not to be unreasonably withheld or delayed);		N/A							
	1.11	will at all times prior to the issuing of the Practical Completion Certificate upon reasonable notice permit the District Council's officers servants and agents to enter onto the LAP and any other necessary part of the Site and will afford them access to do so for the purpose of inspecting the laying out of the LAP and following the issuing of the Practical Completion Certificate hereof will provide an unrestricted right of access to the LAP and (if access cannot be gained by or over public highways) over an appropriate part of the Site for the purpose of maintaining the LAP; and		N/A							
	1.12	will provide to the District Council prior to the issue of the Practical Completion Certificate a RoSPA post installation report and Risk Assessment for the LAP (which RoSPA report and Risk Assessment must be satisfactory to the District Council (acting reasonably)) and thereafter will provide a satisfactory RoSPA report in respect of the LAP annually until the date of transfer of the LAP to the District Council none of which RoSPA reports shall be more than eleven months old at the date it is provided to the District Council and which must be satisfactory to the District Council (acting reasonably).	Prior to completion certificate	N/A							
Transfer of the LAP	21	The Owners will not cause or permit to be Occupied	no more than 50% of		T	T T					
Transfer of the LAF	2.1	more than fifty per cent (50%) of the sum of all the Dwellings to be constructed on the Site until 'The District Council has issued the Final Completion Certificate in relation to the LAP	dwellings	N/A							
	2.2	The unencumbered freehold of that LAP has been transferred to the District Council (or such other person/body as it may direct) in consideration of the sum of £1.00 but otherwise at no cost (including legal costs) to and subject to no other contribution by the District Council such transfer to be with full title guarantee, vacant possession on completion and free and unrestricted rights of access for the general public at all times		£1.00							
	2.3	£38,128.00 The LAP Commuted Sum has been paid to the District Councillor as the District Council may direct.	on completion of the final certificate	£38,128.00							
	3	The Owners will on completion of the transfer of the LAP hand over to the District Council and assign to the District Councillor other person at the District Council's direction all contract documents and documents of guarantee relating to any play equipment and its installation on the LAP.		N/A							
	4	The form of the transfer for the LAP will be in the form of or largely in the form of the draft attached as Appendix 1									
	5	The Owners will provide to the District Council an executed transfer of the LAP within 14 working days of receipt of the Final Completion Certificate and the Owners will complete the transfer of the LAP within fourteen working days of the receipt of the transfer of the LAP from the District Council unless the District Council direct otherwise	within 14 days of the final certificate	N/A							
	6	The Owners covenant and undertake that the land to be transferred to the District Council under the terms of this Deed shall be located so as not to be subject to any adverse rights other than as agreed by the District Council		N/A							
Informal Open Space	7.1	The Owners covenant that they the Owners will provide the Informal Open Space in accordance with the Guide	N/A	N/A							
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	will not Implement the Development or cause or permit the Development to be Implemented until there has been submitted in writing to and approved by the District Council the Informal Open Space Scheme and which scheme shall include (1) a timetable for carrying out the works and the planting comprised in the laying out and landscaping of each Area of Informal Open Space (2) detailed provisions for the maintenance of each Area of Informal Open Space for a period of twelve months following its completion, such maintenance to include regular inspection; and (3) insurance of risks associated with the use and occupation of the Informal Open Space to the satisfaction of the District Council until the transfer to the District Council		N/A					
	will not at any time use the Informal Open Space or any part of it or cause or permit the Informal Open Space to be used for any purpose other than as informal open space and it is agreed that the words "any other purpose" shall include using the subsoil of the Informal Open Space 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 Informal Open Space (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	N/A					
7.4	will lay out and landscape the Informal Open Space in accordance with the Informal Open Space Scheme and the Guide and to the reasonable satisfaction of the District Council	As agreed with DC	N/A					
	will comply with any reasonable instructions given to it by the District Council for the purpose of ensuring that the Informal Open Space is laid out and landscaped in accordance with the Informal Open Space Scheme		N/A					
7.6	will notify the District Council on the completion of the laying out and landscaping of each Area of Informal Open Space so it may inspect the same and (if satisfied) issue an Informal Open Space Practical Completion Certificate on completion of such area of Informal Open Space to the District Council's reasonable satisfaction in accordance with the Informal Open Space Scheme	notify the DC on completion	N/A					
7.7	will maintain each Area of the Informal Open Space to its original completed standard and replace any trees shrubs plants or grass which may die are removed or become seriously damaged or diseased with others of similar size and species throughout its Informal Open Space Maintenance Period until its transfer to the District Council (or other person/body as it may direct) in accordance with the approved details contained in the Informal Open Space Scheme to the reasonable satisfaction of the District Council	open space	N/A					

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at all times following the issue of the Informal Open Space Practical Completion Certificate 7.14.1 will not cause or permit to be Occupied more than seventy-five per cent (75%) of the sum of all the Dwellings until the Informal Open Space Maintenance Period in respect of each Area of Informal Open Space Maintenance an Informal Open Space Final Completion Certificate in respect of each Area of Informal Open Space comprising the whole of the Informal Open Space;		general public to each Area of Informal Open Space		NI/A						
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7.14.1 will not cause or permit to be Occupied more than seventy-five per cent (75%) of the sum of all the Dwellings until the Informal Open Space Maintenance Period in respect of each Area of Informal Open Space has expired and the District Council has issued an Informal Open Space Final Completion Certificate in respect of each Area of Informal Open Space comprising the whole of the Informal Open Space;										
seventy-five per cent (75%) of the sum of all the Dwellings until the Informal Open Space Maintenance Period in respect of each Area of Informal Open Space has expired and the District Council has issued an Informal Open Space Final Completion Certificate in respect of each Area of Informal Open Space comprising the whole of the Informal Open Space;	7 1 4 1	· · · · · · · · · · · · · · · · · · ·	no more than 75% of the		-	+		+		
Dwellings until the Informal Open Space Maintenance Period in respect of each Area of Informal Open Space has expired and the District Council has issued an Informal Open Space Final Completion Certificate in respect of each Area of Informal Open Space comprising the whole of the Informal Open Space;	7.14.1	will not cause of permit to be occupied more than								
Period in respect of each Area of Informal Open Space has expired and the District Council has issued an Informal Open Space Final Completion Certificate in respect of each Area of Informal Open Space comprising the whole of the Informal Open Space;										
Space has expired and the District Council has issued an Informal Open Space Final Completion Certificate in respect of each Area of Informal Open Space comprising the whole of the Informal Open Space;										
an Informal Open Space Final Completion Certificate in respect of each Area of Informal Open Space comprising the whole of the Informal Open Space;										
in respect of each Area of Informal Open Space comprising the whole of the Informal Open Space;			expired	N/A						
in respect of each Area of Informal Open Space comprising the whole of the Informal Open Space;		an Informal Open Space Final Completion Certificate								
comprising the whole of the Informal Open Space;										
		<u> </u>	1		L			 	l .	

	7.14.2	£1.62 sq/m future maintenance £16.23 sq/m management fee + interest 2% above DC current banker base rate the Informal Open Space Commuted Sum has been paid in full to the District Councillor as the District Council directs in respect of each Area of Informal Open Space; and	on transfer of the informal open space	£									
	7.14.3	the unencumbered freehold of each Area of Informal Open Space (together with full pedestrian and vehicular access thereon) has been transferred to the District Council or to such person/body as the District Council may direct at no cost (including legal costs) to and subject to no other contribution by the District Council.											
	7.15	The form of the transfer for Informal Open Space will be in the form of or largely in the form of the draft attached as Appendix 1; the Owners will provide to the District Council an executed transfer of the relevant Area of Informal Open Space within 14 working days of receipt of the Informal Open Space Final Completion Certificate and the Owners will complete the transfer of each Area of Informal Open Space within fourteen (14) working days of the receipt of the relevant transfer of that Area of Informal Open Space from the District Council (unless otherwise directed)	certificate	N/A									
TI 0													
The Contributions indoor and outdoor sports facilities	8	£15,430.00 Indoor Sports Contribution + interest 2% above DC current base rate The Owners covenant with the District Council that they will upon Implementation of the Development pay to the District Council the Indoor Sports Facilities Contribution and the Outdoor Sports Facilities Contribution and will not Implement the Development or cause or permit the Development to be Implemented until the Indoor Sports facilities Contribution and the Outdoor Sports Facilities Contribution have been paid to the District Council		£15,430.00	<u>18/07/2018</u>	7007234	not received yet £16,400.11		3104	29124			
		£23,477.00 outdoor sports contribution + interest 2% above DC current base rate	upon implementation	£23,477.00	<u>18/07/2018</u>	7007234	Not received yet £24,792.36		3104	29124			
			Tracal				T-1-1	00.00	I			[m.c.)	20.00
			Total	£38,907.00			Total	£0.00				Total	£0.00
Public Art	9.1	#25,800.00 will not Implement the Development until a scheme (the Scheme) for the provision of the Public Art has been submitted to and agreed with the District Council, such scheme to provide details of the location and type of the Public Art and a timetable for its provision	prior to Implantation	£5,800.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
	9.2	will provide the Public Art in accordance with the Scheme and to the reasonable satisfaction of the District Council	satisfaction of DC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
	9.3	will not Implement the Development until the Public Art Contribution has been paid in full to the District Council	prior to Implantation	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
	9.4	Public Art Maintenance Scheme prior to the installation of the Public Art;	prior to Installation	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
	9.5	will at all times upon reasonable notice permit the District Council's officers servants and agents to enter onto any necessary part of the Site and will afford them access to do so over an appropriate part of the Site for the purpose of installing and inspecting the Public Art; and		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
	9.6	will at all times following the installation of the Public Art unless otherwise agreed with the District Council retain and maintain the Public Art as installed to its original condition and in accordance with the Public Art Maintenance Scheme and to the reasonable satisfaction of the District Council;	Developer to maintain the Public art	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		

	9.7	will arrange for suitable insurance for the Public Art to the reasonable satisfaction of the District Council;		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
	Note Public Art	has been installed by the developer rather than pa	ying the DC to complete	e. A bench has			<u> </u>					1		
		illed with agreement with the DC												
			Total	£5,800.00			Total	£0.00					Total	£0.00
Affordable Housing	2.1	The Owners covenant and undertake with the District Council that they the Owners will not Implement or cause or permit the Implementation of any part of the Development until there has been submitted to and approved by the District Council	prior to implantation	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
	2.1.1	Plans and details identifying to the satisfaction of the District Council the precise locations of the Affordable Housing Land which land shall provide for the Affordable Housing Dwellings to be located in such positions throughout the Site as the District Council shall approve in a number of separate groups (meaning not adjacent to any other such group) comprising not more than 3 houses comprising a mix of Social Rented Housing and Shared Ownership Housing units together or as otherwise agreed in writing by the District Council; and	As agreed with DC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
	2.1.2	A phasing scheme for the provision and completion of the Affordable Housing Dwellings		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
	2.2	Will not Occupy or cause or permit the Occupation of more than twenty per cent (20%) of the Market Dwellings until each area comprising the Affordable Housing Land has been offered to and transferred to the Registered Provider together with all rights for Infrastructure and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Dwellings to be constructed thereon and with a good and marketable freehold or long leasehold title free from incumbrancers and with vacant possession and capable of being fully serviced and properly connected to the public highway	not to permit more than 20% of dwellings until the affordable Housing has been offered and transferred to registered provider	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
	2.3	Will transfer the Affordable Housing Land to the Registered Provider in consideration of the sum of £1 and at no other cost to or contribution by the Registered Provider (including legal costs) (save that if agreed between the Registered Provider and the Owners that the Owners should construct the Affordable Housing Dwellings then at the agreed cost of construction of such Affordable Housing)	will transfer the affordable Housing to registered provider for the sum on £1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
	2.4	<u>. </u>	infracture for each house	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
	2.5	Will construct all the Affordable Housing Dwellings in accordance with the Affordable Housing Design Criteria and 50% of the Affordable Housing Dwellings to Lifetime Homes Standards.		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
		For more information on Affordable Housing see clauses 3 - 4 (pages 28-30 of the legal agreement)												
County Council Covenants	2.1	The Owner covenants with the County Council agrees to give the Notification to the County Council no later than 14 days after the issue of the Reserved Matters Approval (Dwellings)												
	2.2.1	£137,713.00 not to cause or permit any planning permission obtained for the Development to be Implemented until it has paid to the County Council The first instalment of the County Infrastructure Contribution being the sum of £137,713 Index Linked	prior to Implementation	£137,713.00										
	2.2.2	£8,990.00 The Transport Contribution index linked	prior to Implementation	£8,990.00										

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	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		£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)	of final dwelling									
			Total	£284,416.00			Total	£0.00			Total	£0.00
			Total	2204,410.00			Total	20.00			Total	20.00
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. The District Council shall provide to the Owners such	N/A	N/A	N/A	N/A	N/A	N/A				

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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			
		TI 0 10 11 11 11 10 11 11									
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 fro 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			