

DATED

18TH DECEMBER

2019

CHERWELL DISTRICT COUNCIL

-and-

OXFORDSHIRE COUNTY COUNCIL

-and-

JOHN HENRY COLEGRAVE

-and-

PATRICIA JOAN COLEGRAVE & JOHN HENRY COLEGRAVE

-and-

GALLAGHER ESTATES LIMITED

PLANNING OBLIGATION BY DEED OF AGREEMENT

**under section 106 of the Town and Country Planning Act 1990 (as amended) and section 111 of the
Local Government Act 1972 and section 1 of the Localism Act 2011**

**relating to land to the east of Bloxham Road (A361) and south of Salt Way, Bodicote, Banbury,
Oxfordshire**

VOLUME 1

Main body and Schedules

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Director Law and Governance
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Cherwell
DISTRICT COUNCIL
NORTH OXFORDSHIRE

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LIST OF APPENDICES

See Volume 2

App no	Name	Which LPA
1.	Adjacent Site Plan	OCC (ref 8686-019)
2.	Bond	OCC
3.	Site Plan	CDC & OCC
4.	Spine Road Plan	OCC
5.	General Deed of Covenant	OCC
6.	Warranties for CDC	CDC
7.	Pavilion Specification	CDC
8.	Community Facility Specification	CDC
9.	Allotments Specification	CDC
10.	Plan showing Permissive Bridleway route	CDC
11.	Primary School Boundaries Plan	OCC (ref 8686-015)
12.	Primary School Plan	OCC (ref 8686-014)
13.	Warranties for OCC	OCC
14.	Transfer of School Site TP1	OCC
15.	Secondary School Boundaries Plan	OCC (ref 8686-016)
16.	Secondary School Plan	OCC (ref 8686-018A)
17.	S278 Agreement	OCC
18.	S38 Agreement	OCC
19.	Link Road Plan	OCC
20.	Link road Spec	OCC
21.	Works plans	OCC WPF-HYD-XX-XX-DR-D-0001-P2 and WPF-HYD-XX-XX-DR-D-0002-P2 WPF-HYD- XX-XX-DR-D-0003-P2
22.	School Site Deed of Covenant	OCC
23.	Option Land Transfer Plan	OCC - (ref 8686-017)
24.	Option Notice	OCC

DATE EIGHTEENTH DAY OF DECEMBER 2019

PARTIES

- (1) **CHERWELL DISTRICT COUNCIL** of Bodicote House Bodicote Banbury Oxfordshire OX15 4AA ("the District Council")
- (2) **OXFORDSHIRE COUNTY COUNCIL** whose principal office is at County Hall New Road Oxford OX1 1ND ("the County Council")
- (3) **JOHN HENRY COLEGRAVE** of Park House Wykham Park Farm Bodicote Banbury Oxon ("the First Owner")
- (4) **PATRICIA JOAN COLEGRAVE & JOHN HENRY COLEGRAVE** of Wykham Park Farm Wykham Lane Banbury Oxfordshire OX16 9UP ("the Second Owner")
- (5) **GALLAGHER ESTATES LIMITED** (company number 3035968) whose registered office is at Gallagher House Gallagher Way Gallagher Business Park Warwick CV34 6AF ("the Developer")

INTRODUCTION

- (A) The District Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (B) The County Council is the county planning authority for the purposes of the Act and has for the area in which the Site is situated sundry powers and duties in respect of education, the provision of library facilities and in respect of highways, transport, drainage and the regulation of traffic.
- (C) The First Owner is the freehold owner of that part of the Site registered at HM Land Registry with Titles Number ON207487 and ON296005 subject to an option agreement in relation to that part of the Site in favour of the Developer.
- (D) The Second Owner is the freehold owner of those parts of the Site registered at HM Land Registry with Title Numbers ON277320 and ON277979 which are also subject to an option agreement in relation to those parts of the Site in favour of the Developer.
- (E) The Developer has submitted the Application to the District Council.
- (F) The District Council and the County Council consider and the First Owner and the Second Owner and the Developer acknowledge that the Development should not take place unless certain commitments are entered into for the securing of which the parties hereto have agreed to enter into this Deed including the provision of infrastructure and payment of contributions which have been assessed according to the projected impact of the Development.

NOW THIS DEED WITNESSES as follows

OPERATIVE PART

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

Expression	Meaning
"Act"	the Town and Country Planning Act 1990 (as amended)
"1980 Act"	means the Highways Act 1980
"Adjacent Site"	means the land shown outlined and hatched orange on plan [8686-019] annexed to this Deed as Appendix 1
"Application"	the application for outline planning permission dated 12 November 2014 submitted to the District Council for the Development and allocated reference number 14/01932/OUT
"Bedroom"	a room in a Dwelling designed as a bedroom or study/bedroom and <ul style="list-style-type: none">• 1 Bedroomed Unit means a Dwelling with 1 Bedroom• 2 Bedroomed Unit means a Dwelling with 2 Bedrooms• 3 Bedroomed Unit means a Dwelling with 3 Bedrooms• 4 Bedroomed Unit means a Dwelling with 4 or more Bedrooms
"Bond"	means a deed of bond guaranteeing the performance by the Owner of the obligations to the County Council which secures the Bonded Sum from a reputable financial institution satisfactory to the County Council (acting reasonably) in the form of or substantially in the form of the draft annexed as Appendix 2 but subject to such amendments as may reasonably be agreed with the County Council to reflect the particular circumstances at the time including the stage of the Development and the parties then involved in the Development
"Bonded Sum"	means the sum of Eight Million Pounds (£8,000,000) and shall be reduced in accordance with the terms of the Bond
"Commercial Units"	means a building or part thereof constructed pursuant to the Planning Permission in the proposed local centre or otherwise being for any retail commercial employment leisure or community use
"Construction"	means the construction of any building forming part of the Development including footings or foundations and "Construct" and "Constructed" shall be construed accordingly

Expression	Meaning
“County Council Contributions”	means the financial contributions payable to the County Council as set out in the Thirteenth Schedule
“County Monitoring fee”	means the sum of £10,000 (Ten Thousand Pounds) towards the County Council’s costs of monitoring and administration of this Deed payable in two payments in accordance with clauses 9.1.2 and 9.1.3 being: <ul style="list-style-type: none"> • £1,000 (“the first County Monitoring Fee”) and • £9,000 (“the second County Monitoring Fee”)
“Development”	means development of the site for up to 1,000 dwellings together with a mixed use local centre (including A1 retail up to 1,000 m, financial services (A2), restaurants, pubs and takeaways (A3, A4, A5), community uses (D1)); primary school and safeguarded additional primary school land; secondary school playing field land; green infrastructure including formal (including playing fields) and informal open space, landscape and amenity space; changing and sports facilities (including D2); sustainable drainage systems; highway, cycle and pedestrian routes; car parking; infrastructure (including utilities); engineering works including ground remodelling; demolition, site reclamation and removal of structures. Formation of a new roundabout access from the A361 together with associated alterations to alignment of Bloxham Road and provision of a section of link road through the site up to its eastern-most boundary
“District Monitoring Fee”	means the sum of £5,000 (Five Thousand Pounds) towards the District Council’s costs of monitoring and administration of this Deed payable in two payments in accordance with clauses 9.1.2 and 9.1.3 being: <ul style="list-style-type: none"> • £1,000 (“the first District Monitoring Fee”) and • £4,000 (“the second District Monitoring Fee”)
“Dwelling”	a dwelling (including a house flat or maisonette) constructed or to be constructed as part of the Development and including Affordable Housing (as defined in the Third Schedule to this Deed) designed for residential occupation by a single household
“Due Date”	the day on which any payment required by this Deed is to be paid as set out in this Deed and if payment is to be made before an event then the day before that event occurs
“Expert”	means an independent person of at least 10 years standing in the area of expertise relevant to a Relevant Dispute to be agreed between the Parties or, failing agreement, to be nominated at the request and option of any of them, at

Expression**Meaning**

their joint expense, by or on behalf of the President for the time being of the professional body chiefly concerned in England with such matters as may comprise the Relevant Dispute

"Implementation"

means the carrying out of any material operation (as defined in Section 56(4) of the Act) forming part of the Development pursuant to the Planning Permission other than (for the purposes of this Deed and for no other purpose) operations consisting of

- earthworks and ground remodelling which are at least 10m from the boundaries of the Primary School Site the Secondary School Extension Site and the Option Land (and not within such boundaries):
- archaeological investigations,
- investigations for the purpose of assessing ground conditions,
- remedial work in respect of any contamination or other adverse ground conditions,
- diversion and laying of services,
- erection of any temporary means of enclosure,
- the temporary display of site notices or advertisements,
- works to existing water courses,
- construction of access roads for construction traffic

and "Implement" and "Implemented" shall be construed accordingly

"Index Linked"

means

- in relation to District Council Contributions adjusted according to the increase (if any) between the date of this Deed and the quarter period in which the Due Date falls or (if later) payment is made to the District Council in the BCIS All in Tender Prices Index (or such other item reference as may from time to time replace the item reference) published by the Royal Institution of Chartered Surveyors or any successor organisation between the date of this Deed and the quarter period in which payment is made and
- in relation to the County Council Contributions Index Linked the meaning set out in the Thirteenth Schedule
- in relation to the Option Land Purchase Price the meaning set out in the Sixteenth Schedule
- in relation to the County Land Contribution (Primary) and the County Land Contribution (Secondary) the meaning set out in the Eighteenth Schedule

Expression	Meaning
"Interest"	means interest at 4% per annum above the Bank of England's base rate from time to time calculated daily and compounded annually in arrears
"Link Road"	means that part of the Spine Road that is within the Site
"Market Dwelling"	means a Dwelling being part of the Development which is not Affordable Housing (as defined in the Third Schedule to this Deed)
"Masterplan"	means the development framework plan referred to in Condition 5 of the Planning Permission
"Occupation"	means occupation of any Dwelling or if earlier the transfer of a Dwelling pursuant to the Planning Permission but not including occupation for the purposes of construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly
"the Option Agreement"	means the option agreement dated 29 August 2008 between the Owner and the Developer
"Owner"	means together the First Owner and the Second Owner
"Parcel"	means a parcel of the Development identified in the phasing plan approved by the District Council pursuant to the conditions subject to which the Planning Permission is granted or part of such a parcel where a Reserved Matters application is submitted for such a part of a parcel
"Plan"	means the plan appended to this Deed at Appendix 3 with drawing number 8686-020
"Planning Permission"	means the outline planning permission which may be granted by the District Council subject to conditions shown in draft form in the schedule of conditions in the Second Schedule
"Qualifying Application"	means <ul style="list-style-type: none"> • an application for approval of Reserved Matters; or • any separate application(s) for full planning permission for any part of the Development;
"Qualifying Permission"	means approval of Reserved Matters or full planning permission as the case may be issued pursuant to a Qualifying Application

Expression	Meaning
"Relevant Dispute"	<p>means a dispute as to:</p> <ol style="list-style-type: none"> (1) approval of the Open Space Scheme (pursuant to paragraph 5.1.1 of the Fourth Schedule) (2) approval of the Parcel Play & IOS Areas Scheme (pursuant to paragraph 3.1.2 of the Fourth Schedule) (3) approval of the Management Scheme (pursuant to paragraph 3.4.2 of the Fourth Schedule) (4) approval of the Management Company Structure Scheme (pursuant to paragraph 2.3.1 of the Fourth Schedule) (5) approval of the Open Space Management Scheme (pursuant to paragraph 5.4 of the Fourth Schedule) (6) arising in relation to a Defects Notice, Practical Completion Certificate or Final Completion Certificate (as defined in the Fourth Schedule) (7) approval of and any amendments to the Affordable Housing Parcel Scheme (pursuant to paragraph 2.1 of the Third Schedule) (8) approval of any amendments to the Affordable Housing Tenure Mix (pursuant to paragraph 2.1 of the Third Schedule) (9) the assessment of Abnormal Costs pursuant to paragraph 2.1 of the Fourteenth Schedule and para 2.1 of the Fifteenth Schedule and paragraph 5 of the Sixteenth Schedule
"Reserved Matters"	<p>means details of any one or more of, appearance, landscaping, layout and scale reserved under the terms of the Planning Permission for subsequent approval</p>
"Site"	<p>means the land against which this Deed may be enforced as shown edged red on the Plan and further described in First Schedule</p>
"Spine Road"	<p>means a road suitable for public bus services through the BAN17 allocation in the Cherwell Local Plan 2011-2031 Part 1 (being together the Site and the Adjacent Site) linking Bloxham Road to White Post Road shown as a dashed blue line on plan 8686-021 annexed to this Deed as Appendix 4 constructed to adoptable standards in accordance with the Link Road Specification (as defined in the Seventeenth Schedule) subject to such amendments as circumstances may reasonably and properly require</p>

Expression	Meaning
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"Working Day(s)	means any day(s) upon which clearing banks in the City of London are open to the public and for the avoidance of doubt such date shall not include any Saturday or Sunday, New Year's Day, Good Friday, Easter Monday, May Day, Christmas Day and Boxing Day or any day on and between 27 th and 31 st December in any calendar year
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2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 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.
- 2.4 Wherever more than one person is a party and/or where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually.
- 2.5 "Including" means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and "include" shall be construed accordingly.
- 2.6 Words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of that restriction.
- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it and "statutory requirement" shall be construed accordingly.
- 2.8 Reference to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the District Council and County Council the successors to their respective statutory functions and any duly appointed employee or agent of the District Council and County Council or such successor.
- 2.9 Headings in this Deed are for convenience only and shall not be taken into account in its construction and interpretation.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2 To the extent that the covenants, restrictions and requirements imposed upon the Owner under this Deed fall within the terms of Section 106 of the Act such covenants restrictions and requirements are planning obligations for the purposes of Section 106 of the Act and are enforceable by the District Council and the County Council as local planning authorities (respectively in accordance with the covenants in clause 5) against the Owner and its successors in title to the relevant parts of the Site.
- 3.3 To the extent that any of the covenants restrictions and requirements contained in this Deed are not planning obligations within the terms of Section 106 of the Act they are entered into pursuant to Section 111 Local Government Act 1972 Section 1 Localism Act 2011 and all other enabling powers.

4. CONDITIONALITY

- 4.1 This Deed is conditional upon:

4.1.1 the grant of the Planning Permission; and

4.1.2 Implementation

save for

- 4.2 the provisions of Clauses 9, 10.1, 13, 17 and 18 (miscellaneous, change of ownership, jurisdiction and delivery) which shall come into effect immediately upon completion of this Deed; and
- 4.3 paragraphs 2.1 and 2.2 of the Third Schedule, , paragraph 3.1 of Part 2 of the Thirteenth Schedule, paragraph 3.1 of Part 3 of the Thirteenth Schedule, paragraphs 2.1, 3.1, 3.2, 3.5, 3.6, 3.7, 3.8, 3.9, 4.1 and 5.1 of the Fourteenth Schedule, paragraphs 2.1, 3.1, 3.2, 3.5, 3.6, 3.7, 3.8, 3.9, 4.1 and 5.1 of the Fifteenth Schedule, paragraphs 4.1.1, 4.1.2, 4.1.3, 5.1, 6.1, 6.2, 6.4, 7.1 and 9.1 of the Sixteenth Schedule and paragraphs 2.1, 2.2, 3.1, 3.2 and 4.1 of the Seventeenth Schedule which shall come into effect immediately upon the grant of the Planning Permission

PROVIDED THAT none of such obligations which come into effect immediately upon the grant of the Planning Permission shall fetter the Owner's ability to use the Site for agricultural uses or the Owners ability to undertake archaeological and/or ecological investigations on the Site.

5. OWNER'S COVENANTS

- 5.1 The Owner covenants with the District Council as set out in the Third Schedule to the Eleventh Schedule
- 5.2 The Owner covenants with the County Council as set out in the Thirteenth Schedule, Fourteenth Schedule, Fifteenth Schedule, Sixteenth Schedule, Seventeenth Schedule and Nineteenth Schedule

5.3 The Owner (and where relevant the Developer) further covenants with the County Council not to cause or permit more than 750 Dwellings to be Occupied until the Spine Road has been completed to binder course level (but with iron work flush with the binder course) to the satisfaction of the County Council and it is open to vehicular and pedestrian traffic (including buses)

6. DISTRICT COUNCIL'S COVENANTS

The District Council covenants with the Owner as set out in the Twelfth Schedule.

7. THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner as set out in the Eighteenth Schedule

8. THE DEVELOPER'S COVENANTS

8.1 The Developer acknowledges that the Owner has entered into this Deed with its consent and that the Site is bound by the obligations contained in this Deed

8.2 The Developer covenants to observe and perform the obligations on the part of the Owner to be complied with for such time as they hold an interest in the Site as evidenced by the existence of a restriction or notice on the registered title of the Site in favour of the Developer and on their acquiring any legal interest in the Site from the Owner

8.3 To the extent that any of the covenants, restriction and requirements contained in this Deed do not constitute planning obligations within the terms of Section 106 of the Act, the Developer covenants to comply with those covenants, restrictions and requirements from such date as the Owner's interest in the Site has been transferred to the Developer

9. MISCELLANEOUS

9.1 The Owner and the Developer respectively shall comply with and perform their respective obligations as set out in clauses 9.1.1 to 9.1.5 inclusive below:

9.1.1 The Developer 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;

9.1.2 forthwith upon completion of this Deed the Developer will pay to the County Council the first County Monitoring fee and to the District Council the first District Monitoring Fee as a contribution towards the cost of monitoring and administration of this Deed;

9.1.3 prior to Implementation the Owner will pay to the County Council the second County Monitoring Fee and to the District Council the second District Monitoring Fee as a contribution towards of the costs of monitoring and administration of this Deed

- 9.1.4 the Owner will reimburse the District Council and the County Council in respect of their respective reasonable legal costs where land is transferred to the District Council or the County Council pursuant to this Deed;
- 9.1.5 the Owner will pay to the County Council and the District Council respectively the reasonable legal costs of the County Council and the District Council in connection with the preparation and completion of any bond within 28 days of demand.
- 9.2 No provisions of this Deed shall be enforceable under the Contracts (Right of Third Parties) Act 1999 (other than by the parties and their successors in title and assigns and any successor to the District Council's or the County Council's functions.)
- 9.3 This Deed shall be registrable as a local land charge by the District Council.
- 9.4 Where the agreement, approval, consent or expression of satisfaction of any party is required under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed unless there is an express provision to the contrary.
- 9.5 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall forthwith note this in the Register of Local Land Charges in respect of this Deed and where the District Council or the County Council provide written confirmation that specific obligations in this Deed have been discharged, the District Council shall forthwith note such confirmation in the Register of Local Land Charges in respect of this Deed.
- 9.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed and insofar as reasonably practicable the parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the parties without illegality.
- 9.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to Implementation PROVIDED ALWAYS that the Planning Permission has not been Implemented AND PROVIDED FURTHER THAT any payments made to either the District Council or County Council before the Deed ceases to have effect shall following written request from the party that made payment be repaid to the party that made the payment within 28 days of receipt of the request together with any interest accrued on such payments (after deduction of tax where required and any such sum required to be deducted by law) but excluding (1) payments in respect of legal costs and (2) monitoring costs under clause 9.1.2 and (3) any monies which have been spent and any contribution or part contribution which the County Council or the District Council has contracted to expend prior to the date of receipt of such request will be deemed to have been expended prior to that date.

9.8 Subject as provided in sub clauses 9.8.1 to 9.8.2, no person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part of the Site to which a breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest PROVIDED ALWAYS THAT:

9.8.1 The Owner shall remain liable for any breach of those provisions and obligations contained in the Third Schedule, the Fourth Schedule, the Fifth Schedule, the Eighth Schedule, the Fourteenth Schedule, the Fifteenth Schedule and the Sixteenth Schedule to this Deed insofar as they do not constitute planning obligations within the ambit of Section 106 of the Act that occurs after he has parted with the whole of his interest in the Site unless and until either

(i) there has been delivered to the County Council and/or as applicable the District Council without expense to the County Council and/or as applicable the District Council a deed of covenant which the County Council and/or the District Council (as may be appropriate) are reasonably satisfied is substantially in the form attached at Appendix 5 to this Deed duly executed by a successor in title who is the owner of a substantial part of the Site with sufficient interest and control to secure compliance with such provisions; or

(ii) the Owner has transferred the whole of its interest in the Site (as opposed to any part thereof) to the Developer (who by virtue of Clause 8.3 covenants directly with the District Council and County Council in this Deed in this respect)

9.8.2 If the Development has been Implemented or in the event that the Development has not been Implemented but the Owner has provided the Bond the Owner shall remain liable for any breach of the provisions and obligations contained in the Thirteenth Schedule relating to the payment of contributions to the County Council that occurs after he has parted with the whole of his interest in the Site unless and until he delivers to the County Council without expense to the County Council a bond guaranteeing the performance by a successor in title of the Owner of those provisions and the provisions of this sub clause shall apply (*mutatis mutandis*) to such successor in title and his successors (whether mediate or immediate);

9.8.3 Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause 9.8 or any part thereof.

9.8.4 for the avoidance of doubt the termination of the Option Agreement shall be deemed to constitute parting with the interest in the Site created by the Option Agreement

9.9 This Deed shall not be enforceable against:

9.9.1 owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them (other than Registered Providers) PROVIDED ALWAYS THAT this clause 9.9.1 shall not apply to any provisions placing a restriction on occupation of Dwellings to the intent that restrictions on Occupations shall be enforceable against the

owner/occupier or lessee of any individual Dwelling proposed to be Occupied after the date when the specified number of Occupations triggering the restriction in question has occurred AND FURTHER PROVIDED THAT paragraph 2.4 of the Third Schedule shall be enforceable against purchasers and occupiers of Affordable Housing Dwellings subject to paragraph 2.7 of the Third Schedule;

9.9.2 any statutory undertaker or company who acquires an interest in the Site for the purposes of providing services to the Site save that the restrictions relating to works at the Site and restrictions on use shall be enforceable in respect of its interest in the relevant part of the Site;

9.9.3 occupiers or tenants of Commercial Units nor against those deriving title from them.

9.10 Neither the District Council, the County Council or the successors in title and assigns of either of them in so far as it holds an interest in any part of the Site as a result of the operation of this Deed shall be liable for any breach of this Deed but without prejudice to any liability of the District Council or as applicable the County Council to comply with any obligations expressly given by the District Council or as applicable the County Council in this Deed PROVIDED THAT this clause 9.10 shall not apply in relation to land and/or buildings transferred to the District Council pursuant to the provisions relating to Affordable Housing in the Third Schedule.

9.11 Any obligation for the payment of money attaches to each and every part of the Site subject to the provisions of clauses 9.8 and 9.9

9.12 If the District Council pursuant to an application under Section 73 of the Act permits, or the Secretary of State pursuant to an appeal under Section 78 of the Act, allows the carrying out of the Development without complying with any condition contained in the Planning Permission ("Sec 73 Consent"):

9.12.1 the development permitted by any Sec 73 Consent shall be construed for the purposes of this Deed as 'the Development' in addition to that permitted by the Planning Permission; and

9.12.2 the term 'the Planning Permission' shall be construed as including each and every Sec 73 Consent; and

9.12.3 the covenants or provisions of this Deed shall bind the Development carried out pursuant to any Sec 73 Consent and to apply in equal terms thereto save where the District Council or the County Council in their consideration of such an application for the new planning permission indicate that consequential amendments are required to this Deed to reflect the impact of the Section 73 application and in such circumstances a separate deed pursuant to S106 and/or Sec 106A of the Act will be required to secure relevant planning obligations relating to the new planning permission.

10. PROVISION OF BOND

The Owner covenants with the County Council:

- 10.1 not to cause or permit Implementation until a Bond has been provided to the County Council
- 10.2 that in the event that the Bond is called upon by the County Council not to cause or permit further carrying out of the Development or first Occupation of any further Dwellings subsequent to the Bond being called upon unless and until either there has been delivered to the County Council a supplemental bond in a form approved by the County Council to the intent that the bond sum under the Bond is restored to the amount the bond sum would have been under the Bond if the Bond had not been called upon or other replacement security approved in advance by the County Council is in place
- 10.3 that the Owner shall be liable for any breach of the provisions of the Thirteenth Schedule of this Deed that occurs after it has parted with the whole of its interest in the Site but prior to the delivery to the County Council without expense to the County Council of a Bond guaranteeing the performance by a successor in title of the Owner of those provisions that have not been fulfilled

11. WAIVER

No waiver (whether expressed or implied) by the District Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed 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 from acting upon any subsequent breach or default.

12. NO FETTER

Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the District Council or the County Council in the exercise of their respective functions in any capacity.

13. CHANGE OF OWNERSHIP ETC

The Owner agrees with the District Council and separately with the County Council:

- 13.1 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 PROVIDED THAT this clause 13.1 shall not operate in relation to disposal of any of the individual Dwellings or Commercial Units constructed on the Site.
- 13.2 to notify the District Council and the County Council in writing within ten Working Days of the occurrence of each of the following events and if relevant to specify in the notification the date on which it occurred:
- 13.2.1 In relation to the Development:
- (a) the actual date of Implementation of the Planning Permission

- (b) the actual date of the first Occupation of the first Dwelling
- (c) the actual date of the first Occupation of the 50th Dwelling
- (d) the actual date of the first Occupation of the 100th Dwelling
- (e) the actual date of the first Occupation of the 150th Dwelling
- (f) the actual date of the first Occupation of the 200th Dwelling
- (g) the actual date of the first Occupation of the 250th Dwelling
- (h) the actual date of the first Occupation of the 300th Dwelling
- (i) the actual date of the first Occupation of the 350th Dwelling
- (j) the actual date of the first Occupation of the 400th Dwelling
- (k) the actual date of the first Occupation of the 450th Dwelling
- (l) the actual date of the first Occupation of the 500th Dwelling
- (m) the actual date of the first Occupation of the 600th Dwelling
- (n) the actual date of the first Occupation of the 650th Dwelling
- (o) the actual date of the first Occupation of the 700th Dwelling
- (p) the actual date of the first Occupation of the 750th Dwelling
- (q) the actual date of the first Occupation of the 800th Dwelling
- (r) the actual date of the first Occupation of the 900th Dwelling
- (s) the actual date of the first Occupation of the first Dwelling in any of the Parcels (as identified in any phasing plan approved pursuant to conditions of the Planning Permission)
- (t) the actual date of the commencement of works in respect of the Link Road
- (u) the actual date of the first transfer to the Management Company of any land (if there is any such transfer)

13.2.2 In relation to each Parcel:

- (a) the actual date of Implementation of each Parcel
- (b) the actual date of the first Occupation of 50% of Market Dwellings within a Parcel
- (c) the actual date of the first Occupation of 70% of Market Dwellings within a Parcel

- (d) the actual date of the first Occupation of 75% of Market Dwellings within a Parcel
- (e) the actual date of the first Occupation of 75% of Dwellings within a Parcel within which Open Space is located
- (f) the actual date of the first Occupation of 50% of Dwellings within a Parcel within which Parcel Play Areas are located
- (g) the actual date of the first Occupation of 75% of Dwellings within a Parcel within which Parcel Play Areas are located
- (h) the actual date of the first Occupation of the last Dwelling within a Parcel within which Incidental Open Space is located

13.2.3 to notify the District Council and the County Council within fourteen (14) days of 1st January and 1st July in each year of the number of Dwellings at the Site which have been Occupied on or before that quarter day and their plot numbers and to include the number of Bedrooms comprised in each Dwelling that has been Occupied together with a plan showing plot numbers and shall also include an estimate of the number of Occupations which will occur for the year from the relevant quarter day.

14. DATA PROTECTION

The Owner acknowledges and agrees that information as to compliance with obligations pursuant to this Deed (including as to whether or not contributions have been paid) may be passed to:-

- 14.1 the district planning authority so that it may revise its records including public records accordingly and/or monitor and audit compliance with this Deed;
- 14.2 persons who make enquiries on such matters and who advise that they or their clients are proposing to acquire an interest in the Site and it is acknowledged that the recipients of such information may then disseminate it further; and
- 14.3 any person when so required in order to comply with statutory requirements including the Freedom of Information Act 2000 and Environmental Information Regulations 2004

15. INTEREST

If any payment due under this Deed is paid after the Due Date, Interest will be payable from the Due Date to the date of payment.

16. VAT

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

17. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England.

18. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

19. VARIATION

Any variation of this Deed shall be made in writing but it is agreed that any obligation may be varied by deed and need only be executed by the party with the burden of such obligation and the party with the benefit of such obligation and such variation may relate to the obligations that at the date of this Deed or as a result of the variation bind the whole or only part of Site provided that if either the District Council or the County Council is not a party to any such Deed a copy of it shall be supplied to them forthwith on completion.

20. NOTICES

- 20.1 Any notice, demand, request for consent or approval or any other communication served or sent under this Deed is to be delivered by hand or sent by first class post, pre-paid or recorded delivery post.
- 20.2 Any notice, demand, request for consent or approval or any other communication served or sent is to be sent to the following address of the parties or such other address as one party may notify in writing to the others at any time as its address for service:
- 20.2.1 on the District Council at the address set out above marked for the attention of the Assistant Director – Planning Policy and Development or such other person at such address as the District Council may advise from time to time;
 - 20.2.2 on the County Council at the address set out above marked for the attention of The Director of Planning and Place or such other person at such address as the County Council may advise from time to time;
 - 20.2.3 on the Owner at the address set out above or such other address as the Owner may advise from time to time;
 - 20.2.4 on the Developer at the address set out above marked for the attention of Martin Richmond, Group Legal Director or such other person as the Developer may advise from time to time;
- 20.3 Notice to any successor in title to the Owner shall be to that successor in title's last known address as previously notified to the other parties.

- 20.4 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:
- 20.4.1 if delivered by hand, the time of delivery;
 - 20.4.2 if sent by post, on the second Working Day after posting;
 - 20.4.3 if sent by recorded delivery, at the time that delivery was signed for.
- 20.5 If a notice, demand or any other communication is served after 4pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served the next Working Day.
- 20.6 For the avoidance of doubt:
- 20.6.1 where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings;
 - 20.6.2 any communication sent by e-mail or facsimile transmission is not served unless the recipient thereof specifically authorises or requests service by that method and a receipt (not an automated receipt) is sent back to the sender.

21. DISPUTE RESOLUTION

- 21.1 If a Relevant Dispute between any parties persists beyond 25 (twenty five) Working Days then in each instance the Relevant Dispute may be referred to the Expert by any Party. The Expert shall act as an expert and not as an arbitrator. His decision shall be final and binding on the Parties.
- 21.2 Each Party shall bear its own costs and the Expert's costs shall be paid as determined by him.
- 21.3 The Expert shall be appointed subject to an express requirement that he must reach his decision and communicate it to the Parties within the minimum practical timescale allowing for the nature and complexity of the dispute, and in any event not more than 20 (twenty) Working Days from the date of his appointment to act. His decision shall be given in writing with reasons and in the absence of manifest error shall be binding on the Parties.
- 21.4 The Expert shall be required to give notice to each of the Parties, inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and shall afford to the Parties an opportunity to make counter submissions within a further five (5) Working Days in respect of any such submission and material.
- 21.5 For the avoidance of doubt this clause 21 shall only apply to a Relevant Dispute and to no other matters in this Deed

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

FIRST SCHEDULE
DETAILS OF THE OWNER'S TITLE, AND DESCRIPTION OF THE SITE

Areas of freehold land to the east of Bloxham Road (A361) and south of Salt Way, Bodicote, Banbury, Oxfordshire forming part of the Freehold land registered at HM Land Registry with Title Numbers ON207487, ON277320, ON277979 and ON296005 shown with a red line on the Plan

SECOND SCHEDULE
SCHEDULE OF CONDITIONS

- 1 No development shall commence on a phase identified within an approved phasing plan (see condition 2), with the exception of works undertaken in accordance with condition 50, until full details of the layout, scale, appearance and landscaping (hereafter referred to as reserved matters) of the development proposed to take place within that phase 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 5(1) of the Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended).

- 2 Prior to the commencement of development, a phasing plan covering the entire application site (that indicates amongst other things the clear development parcels for which reserved matters applications will be submitted, in whole or in part) shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall take place in accordance with the approved phasing plan and reserved matters applications shall only be submitted in accordance with the approved phasing plan and refer to the phase(s) they relate to, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the proper phased implementation of the development and associated infrastructure in accordance with Government guidance contained within the National Planning Policy Framework.

- 3 In the case of the reserved matters, no application for approval shall be made later than the expiration of eight years beginning with the date of this permission.

Reason - To comply with the provisions of Section 91 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

- 4 The development to which this permission relates shall be begun not later than the expiration of two years from the approval of all of the reserved matters relating to the development or, in the case of approval on different dates, the final approval of the last such matter 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 5(1) of the Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended).

- 5 Except where otherwise stipulated by condition, the development shall be carried out strictly in accordance with the following plans and drawings:

- JJG043 - 033 Rev. B - Location Plan
- A_005 Rev. D Footway Linkage and Delivery Plan but only insofar as it relates to those works shown in blue.

The development shall also be carried out in general accordance with the parameters set out in the development framework plan (JJG043/035 Rev. Y) and the design principles set out in the amended Design and Access Statement.

Reason - For the avoidance of doubt, to ensure that the development is carried out only as approved by the Local Planning Authority and to comply with Government guidance contained within the National Planning Policy Framework.

- 6 No application for reserved matters approval shall be submitted (with the exception of an application solely providing details of the new link road) until a Design Parameters Code

covering the entire application site has been submitted to and approved in writing by the Local Planning Authority.

The Design Parameters Code shall be broadly in line with the principles contained in the design and access statement and its addendums and include details of:

- a) An indication of development densities across the site;
- b) Character areas;
- c) The general scale and form of buildings across the site;
- d) The street form and hierarchy for all key types of street/road;
- e) General approach to public open space, recreation facilities and green infrastructure;
- f) The approach with respect to existing public rights of way;
- g) The approximate location of public artwork;
- h) The approach to the new link road including its alignment;

The Design Parameters Code shall also include a parameters plan for the local centre which shall include details of the following

- an indication of uses within the Local Centre;
- amount of development proposed for each use;
- an indicative block plan layout, including car parking arrangement;
- scale parameters of buildings;
- indicative access points.

The development and all subsequent applications for approval of reserved matters shall be in accordance with the approved Design Parameters Code unless otherwise agreed in writing by the Local Planning Authority.

Reason - To ensure that the development takes place in a cohesive way that leads to a satisfactory quality of urban design in accordance with the requirements of Policies Banbury 17 and ESD15 of the Cherwell Local Plan 2011-2031 Part 1.

- 7 The first application for approval of reserved matters shall include full details of the link road (from its access off Bloxham Road to the eastern boundary of the application site) including its alignment, specification, main junctions (other than private drives), drainage, crossings, road markings, traffic calming, footways/cycle lanes, verges, street lighting, bus stop infrastructure and associated soft landscaping. No development with the exception of the earthworks undertaken in accordance with and approved by condition 50 shall take place on the site until the hereby specified link road details have been approved through the grant of a reserved matters approval and the development shall thereafter be carried out in accordance with the link road details approved except where otherwise agreed in writing by the Local Planning Authority.

Reason - To ensure that a suitable specification and alignment of link road is provided so that it meets its traffic mitigation requirements whilst not unduly compromising the urban design merits of the wider development in accordance with the requirements of Policies Banbury 17 and ESD15 of the Cherwell Local Plan 2011-2031 Part 1.

- 8 No development (with the exception of works undertaken in accordance with condition 50) shall take place on any phase until full details of proposed site and floor levels in comparison to existing site levels, including those that have been approved and implemented pursuant to condition 50, within that phase have been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out only in accordance with the approved levels, unless otherwise agreed in writing by the Local Planning Authority.

Reason - To ensure the satisfactory functioning and visual appearance of the development in accordance with the requirements of Policies Banbury 17 and ESD15 of the Cherwell Local Plan 2011-2031 Part 1.

- 9 No development shall take place on any phase including works of site clearance/preparation until that phase of the site has been thoroughly checked by a suitably qualified ecologist to ensure that no statutorily protected species which could be harmed by the development have moved on to the site since the date the previous surveys supporting the application were carried out. Should any protected species be found during this check, full details of mitigation measures to prevent their harm shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved mitigation scheme unless otherwise agreed in writing by the Local Planning Authority.

Reason - In the interests of ensuring that protected species are adequately safeguarded as part of the development in accordance with the requirements of Policy ESD10 of the Cherwell Local Plan 2011-2031 Part 1.

- 10 Prior to the commencement of any development on this site, including the preliminary earthworks proposed under condition 50, full details of a site wide sustainable drainage strategy, in accordance with the principles set out in Section 14 of the NPPF, together with the results of the assessment provided to the Local Planning Authority and details for its future management, required in relation to the whole development, shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the agreed drainage works shall be carried out and completed in accordance with approved strategy.

Reason - To ensure that the development is served by sustainable arrangements for the disposal of surface water, to comply with Policy ESD6 of the Cherwell Local Plan 2011- 2031, Part 1, Saved Policy ENV1 of the adopted Cherwell Local Plan 1996 and Government guidance in the National Planning Policy Framework.

- 11 No development (with the exception of works undertaken in accordance with condition 50) shall take place on a phase until a drainage scheme detailing the foul and surface drainage works for that phase, having regard to its wider relationship to the site-wide drainage strategy has been submitted to, and approved in writing by, the Local Planning Authority in consultation with the sewerage undertaker. No discharge of foul or surface water from any phase of the development shall be accepted into the public system until the approved drainage works related to that phase, have been completed.

Reason - To ensure satisfactory drainage of the site in the interests of public health, to avoid flooding of adjacent land and property and to comply with Policies ESD6 and ESD7 of the adopted Cherwell Local Plan 2011-2031 Part 1 and Government guidance contained within the National Planning Policy Framework

- 12 No development (with the exception of works undertaken in accordance with condition 50) shall take place on a phase until impact studies of the development on the existing water supply infrastructure (or written confirmation is provided by Thames Water that there is adequate existing capacity) have been submitted to and approved in writing by the Local Planning Authority (in consultation with Thames Water) . The studies should determine the magnitude of any new additional capacity required in the system and a suitable connection point.

Reason - In the public interest to ensure all new and existing properties receive sufficient access to mains water.

- 13 Prior to the commencement of development on any phase, a comprehensive intrusive investigation in order to characterise the type, nature and extent of contamination present on land within that phase and the risks to receptors that 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 within that phase 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 Government guidance contained within the National Planning Policy Framework.

- 14 If contamination is found within land associated with a phase under the requirements of condition 13, prior to the commencement of the development within that phase 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 within that phase until the Local Planning Authority has given its written approval of the scheme of remediation and/or monitoring 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 Government guidance contained within the National Planning Policy Framework.

- 15 If remedial works have been identified as necessary, no development shall be occupied within a phase (other than for construction purposes) until the remedial works have been carried out for that phase in accordance with the scheme approved under condition 14. A verification report that demonstrates the effectiveness of the remediation carried out must be submitted to and approved in writing by the Local Planning Authority before any occupation of development on that phase can take place.

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 Government guidance contained within the National Planning Policy Framework.

- 16 If during development on a phase, contamination not previously identified is found to be present on land within that phase, no further development shall be carried out until full details of a remediation strategy detailing how the unsuspected contamination shall be dealt with has been submitted to and approved in writing by the Local Planning Authority. Thereafter the remediation strategy shall be carried out in accordance with the approved details.

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 Government guidance contained within the National Planning Policy Framework.

- 17 Prior to the commencement of the development hereby approved, including any works of site clearance, a mitigation strategy for badgers, which shall include details of a recent survey (no older than six months), whether a development licence is required and the location and timing of the provision of any mitigation or protective fencing around setts/commuting routes, shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the development shall be carried out in accordance with the approved details.

Reason - To ensure that the development does not cause harm to any protected species or their habitats in accordance with Policy ESD10 of the Cherwell Local Plan 2011-2031 and Government guidance contained within the National Planning Policy Framework.

- 18 A Landscape and Ecological Management Plan (LEMP) for areas identified on plan ref JJG043/057 C shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of new soft landscaping works or development {with the exception of works undertaken in accordance with Condition 50) within those identified areas. The LEMP shall include:
- Description and evaluation of the features to be managed;
 - Ecological characteristics and constraints of the site that may influence management;
 - Aims and objectives of management;
 - Appropriate management options for achieving aims and objectives;
 - Mechanism for management review, monitoring and, if necessary, remedial measures;
 - Personnel responsible for implementation of the plan.

Thereafter, the LEMP shall be implemented and carried out as approved or in accordance with such modification/variation as may be agreed in writing by the Local Planning Authority.

Reason -To protect habitats of importance to biodiversity conservation from any loss or damage in accordance with Policy ESD10 of the Cherwell Local Plan 2011-2031 and Government guidance contained within the National Planning Policy Framework.

- 19 No development shall take place within 10m of an existing or new public right of way until the affected public right of way is protected during development to accommodate a width of a minimum of 5m in accordance with details to be first submitted to and approved in writing by the Local Planning Authority except where the affected public right of way has the prior authorisation of the local planning (or highway) authority to be diverted or extinguished . Thereafter, the public right of way shall remain protected and available for use at all times in accordance with the approved details throughout the construction of the development unless otherwise agreed in writing by the local planning authority.

Reason - In the interests of public amenity in accordance with the requirements of Policies Banbury 17 and ESD15 of the Cherwell Local Plan 2011-2031 Part 1 as well as DEFRA Circular 01/09.

- 20 All applications for reserved matters approval relating to a phase shall include details of the alignment and specification of any and all new and/or enhanced footpaths, bridleways and cycle tracks within that phase together with a timetable for their provision. Thereafter the new footpaths, cycle tracks and bridleways shall be provided in accordance with the details approved as part of the grant of reserved matters approval for that phase.

Reason - In the interests of creating permeable new development that integrates with existing communities in accordance with the requirements of Policies Banbury 17 and ESD15 of the Cherwell Local Plan 2011-2031 Part 1.

- 21 All applications for approval of reserved matters relating to residential development for a phase shall include an energy statement demonstrating how that phase will achieve a 10% reduction in carbon emissions above the 2013 building regulations, having regard to the conclusions of the overarching Energy Statement submitted to accompany the outline planning application.

Reason - In the interests of creating sustainable new development in accordance with the requirements of Policies ESD1, ESD2, ESD3, ESD4 and ESD5 of the Cherwell Local Plan 2011-2031 Part 1.

- 22 Prior to the commencement of any development within an approved phase (with the exception of works undertaken in accordance with condition 50) on the site, details for the management, storage and/or disposal of spoil resulting from associated construction works within that phase

shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter only take place in accordance with the approved details.

Reason - In the interests of visual amenity and local landscape character in accordance with the requirements of Policies ESD13, ESD15 and Banbury 17.

- 23 Prior to the commencement of the development within an approved phase (with the exception of works undertaken in accordance with condition 50), a soil management plan relating to the soil arisings generated by development in that phase shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall take place in accordance with the approved details.

Reason - To ensure that topsoil is stored separately from subsoil and that it is available to be reused as a growing medium for soft landscaping in accordance with the requirements of Policies Banbury 17 and ESD15 of the Cherwell Local Plan 2011-2031 Part 1.

- 24 No occupation of any building or dwelling on the site (other than for construction purposes) shall take place until the highway works edged in blue as shown in drawing no . A_005 Rev. D have been fully completed and made available for continued public use . The proposed emergency access on the aforementioned drawing shall however be fully completed and available for public use by the first occupation of the 400th dwelling on the site.

Reason - To ensure suitable and safe access to the development in accordance with the requirements of Policies SLE4 and Banbury 17 of the Cherwell Local Plan 2011-2031 Part 1.

- 25 No dwelling shall be occupied within any phase until full details of the street lighting to be provided within that phase together with a programme for installation, has been submitted to and approved in writing by the local planning authority. Thereafter the street lighting shall be provided within that phase as approved and retained as such thereafter unless otherwise agreed in writing by the local planning authority.

Reason - To ensure that the development is adequate lit in the interests of safety and permeability but also to control potential inappropriate light spillage that could harm nocturnal wildlife in accordance in accordance with the requirements of Policies SLE4, ESD10, ESD15 and Banbury 17 of the Cherwell Local Plan 2011-2031 Part 1.

- 26 Prior to the first occupation of any dwelling within a phase, fire hydrants shall be provided within that phase of development in accordance with details to be first submitted to and approved in writing by the local planning authority unless otherwise agreed in writing by the Local planning authority.

Reason - To ensure that infrastructure is in place in the interests of fire safety for occupants of the development.

- 27 Prior to the first occupation of any dwelling within the development, a Framework Travel Plan setting out key objectives for residential development, in accordance with best practice, shall be submitted to and approved in writing by the Local Planning Authority. Prior to occupation of any commercial unit, a Framework Travel Plan setting out key objectives for commercial development, in accordance with best practice, shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be implemented and operated in accordance with the approved plans.

Reason - To promote sustainable modes of travel in accordance with the requirements of Policies SLE4 and Banbury 17 of the Cherwell Local Plan 2011-2031 Part 1.

- 28 Prior to the first occupation of the 350th dwelling on the site, details of a scheme of public artwork to be installed within the site (including a timetable for its provision and future maintenance arrangements) shall be submitted to and approved in writing by the Local Planning Authority. The public artwork shall thereafter be installed in accordance with the approved details.

Reason - In the interests of public amenity and the quality of the development in accordance with the requirements of Policy Banbury 17 of the Cherwell Local Plan 2011- 2031 Part 1.

- 29 No dwelling shall be occupied on the site until 3 bins for the purposes of recycling, residual and garden waste have been provided for that dwelling, in accordance with the following specification:

- One 240 litre blue wheeled bin for the collection of dry recyclable material;
- One 240 litre green wheeled bin for the collection of residual waste;
- One 240 litre brown bin for the collection of garden waste material

Reason - To ensure that new residents have access to waste storage facilities that encourage recycling and to reduce risk of unsightly bin waste storage affecting street scenes in accordance with the requirements of Policies ESD1, ESD2 and ESD15 of the Cherwell Local Plan 2011-2031 Part 1.

- 30 No dwelling shall be occupied until it has been constructed to ensure that it achieves a water efficiency limit of 110 litres person/day and shall continue to accord with such a limit thereafter.

Reason - To reduce water stress in accordance with the requirements of Policy ESD3 of the Cherwell Local Plan 2011-2031 Part 1.

- 31 Notwithstanding any provisions contained within the Town and Country Planning (Development Management Procedure) (England) Order 2015 (and any Order or Statutory Instrument revoking, amending or re-enacting that order), all new water, waste, power and communication related infrastructure serving development on the site shall be provided underground and retained as such thereafter unless otherwise with the specific prior approval in writing of the Local Planning Authority either through a grant of reserved matters approval or separate full planning permission . Where approved in writing by the local planning authority, the relevant above ground infrastructure shall be provided only in accordance with the approved details and retained as such thereafter.

Reason - To prevent inappropriately designed and sited infrastructure adversely affecting visual amenity in accordance with the requirements of Policies ESD13 and ESD15 of the Cherwell Local Plan 2011-2031 Part 1.

- 32 No trees or hedgerows on the site (as existing at the date of this decision) shall be lopped, felled, uprooted or wilfully damaged unless otherwise directly necessary to lay out either the approved new vehicular access from Bloxham Road (including visibility splays) or approved Link Road (as set out in plans listed in condition 5) or is otherwise directly necessary to facilitate the carrying out of the detailed elements of the development as approved within any subsequent reserved matters approval.

Reason - To ensure that existing landscape features of significance are preserved to mitigate the landscape impact of the development and create a high quality new urban extension as factored into the assessments undertaken as part of the Environmental Statement and as required by Policies ESD13, ESD15 and Banbury 17 of the Cherwell Local Plan 2011-2031 Part 1.

- 33 No more than 1000 dwellings shall be accommodated on the site under the provisions of this planning permission.

Reason - To ensure that the Environmental Impact Assessment undertaken as well as other supporting assessments are accurate, robust and relevant to the development.

- 34 The Link Road (as approved under the requirements of condition 7) shall be fully completed and available for public use from its new junction with (A361) Bloxham Road through to the eastern boundary of the application site prior to whichever occurs earliest of the following:

- First occupation of the 200th dwelling as part of the development;
- Two years following first occupation of the first dwelling to be occupied as part of the development.

Thereafter, not more than 750 dwellings shall be occupied on the site as part of the development approved under this planning permission unless and until the full link road has been made available for continued public use between the approved new junction with the A361 (Bloxham Road) and White Post Road (in accordance with details approved pursuant to condition 7) in such a manner that it is available to accommodate traffic associated with the development.

Reason - To ensure that a properly integrated development takes place across the allocated site and so that the full link road is provided and available for use before the entirety of development on Banbury 17 is completed, in accordance with the requirements of Policies SLE4 and Banbury 17 of the Cherwell Local Plan 2011-2031 Part 1.

- 35 No removal of hedgerows, trees or shrubs shall take place between 1st March and 30th August inclusive, unless the Local Planning Authority has confirmed in writing that such works can proceed based on the submission of a recent survey (no older than one month) that has been undertaken by a suitably qualified ecologist to assess the nesting bird activity on site together with details of measures to protect the nesting bird interest on the site.

Reason - To prevent harm to nesting birds in accordance with the requirements of Policy ESD10 of the Cherwell Local Plan 2011-2031 part 1.

- 36 All non-residential buildings on the site shall be designed and constructed to achieve at least BREEAM 'Very Good' as measured against the applicable BREEAM standard for such buildings that exists at the date of this decision.

Reason - In the interests of sustainable construction in accordance with the requirements of Policy ESD3 of the Cherwell Local Plan 2011-2031 Part 1.

- 37 No part of any building on the site shall be located within 20m of any part of the Salt Way restricted byway track unless otherwise with the prior written agreement of the local planning authority.

Reason - To protect the rural historic character of this public amenity and non-designated heritage asset in accordance with the requirements of Policies Banbury 17, ESD13 and ESD15 of the Cherwell Local Plan 2011-2031 Part 1 as well as Government guidance contained in the National Planning Policy Framework.

- 38 The open market dwellings provided as part of the development across the application site shall include a minimum of the following dwelling sizes and all reserved matters submissions shall reflect these requirements:

- 25% as two-bedroom dwellings;
- 45% as three-bedroom dwellings.

Reason - To ensure that the new dwellings provided meet the identified housing needs of the District in accordance with the requirements of Policy BSC4 of the Cherwell Local Plan 2011-2031 Part 1.

- 39 Applications for reserved matters approval that propose any part of a dwelling within 50m of the approved newly aligned A361 (Bloxham Road) shall be accompanied by details of noise mitigation measures to be incorporated into the development to ensure that the World Health Organisation's 1999 guidance on noise values for outdoor areas of 55 dB LAeq (16 hr) or less can be achieved during the time period 07:00 to 23:00 hrs for domestic gardens and that the internal noise levels in habitable rooms of the affected dwellings do not exceed the criteria specified in Table 4 of BS 8233:2014 . The affected dwellings shall only be occupied once the noise mitigation measures approved as part of the relevant reserved matters approval(s) have been fully incorporated.

Reason - To ensure that the standards of living within the new dwellings are acceptable having regard to best practice and the requirements of Policy ESD15 of the Cherwell Local Plan 2011-2031 Part 1 as well as ENV1 of the Cherwell Local Plan 1996.

- 40 Prior to the first occupation of any building or dwelling on the site, details of measures controlling/restricting vehicular access between the application site and what is currently known as Wykham Park Farm to the south together with a programme for completion of the works shall be submitted to and approved in writing by the Local Planning Authority. The approved measures shall be implemented in accordance with the approved details and shall be retained/maintained as such thereafter unless otherwise agreed in writing by the local planning authority.

Reason - To ensure that streets/roads within the new development are not subject to use by inappropriate farm vehicles that would be harm to residential amenity and the character/quality of the area in accordance with the requirements of Policies ESD15, SLE4 and Banbury 17 of the Cherwell Local Plan 2011-2031 Part 1.

- 41 No works shall be undertaken that result in the temporary or permanent need to divert an existing public right of way that runs through the site until details of a satisfactory alternative route have first been submitted to and approved in writing by the Local Planning Authority. The existing public right of way shall not be stopped up or obstructed in any way until the new diverted route has been provided in accordance with the approved details and is fully available for public use. Any approved temporary diversion shall remain available for public use in accordance with the approved details until the works to the existing or diverted public right of way are completed and are fully publicly accessible.

Reason - In the interests of public amenity and access between new/existing development as well as to the countryside in accordance with the requirements of Policies ESD15 and Banbury 17 of the Cherwell Local Plan 2011-2031 Part 1.

- 42 Prior to the commencement of development (with the exception of works undertaken in accordance with condition 50) within any phase that includes a part of bridleway Bodicote 11, details shall be submitted of measures to protect and enhance that part of the bridleway within the phase together with a timetable for such protection/enhancement measures to be carried out.

Reason - To ensure that the public bridleway is fit for its purpose and increased usage so that permeability is encouraged in accordance with the requirements of Policies ESD15 and Banbury 17 of the Cherwell Local Plan 2011-2031 Part 1.

- 43 Prior to any demolition on the site, the commencement of the development and any archaeological investigation; a professional archaeological organisation acceptable to the Local Planning Authority shall prepare a first stage archaeological Written Scheme of Investigation relating to the application area, which shall be submitted to and approved in writing by the Local Planning Authority.

Reason - In order to determine the extent, character and significance of the surviving remains of archaeological interest and to safeguard the recording and inspection of matters of archaeological importance on the site in accordance with Policy Banbury 17 of the Cherwell Local Plan 2011-2031 Part 1 and Government guidance contained within the National Planning Policy Framework.

- 44 Prior to any demolition on the site (other than in accordance with the Written Scheme of Investigation) and prior to the commencement of the development within areas of potential archaeological sensitivity as identified by the approved first stage Written Scheme of Investigation referred to in condition 43, a programme of archaeological evaluation, investigation and recording of the application area shall be carried out by the commissioned archaeological organisation in accordance with the approved first stage Written Scheme of Investigation.

Reason - In order to determine the extent, character and significance of the surviving remains of archaeological interest and to safeguard the recording and inspection of matters of archaeological importance in accordance with Government guidance within the National Planning Policy Framework.

- 45 Prior to the commencement of any development, drainage or any other works, including the removal of top soil, a detailed method statement for the preservation and protection of the Neolithic Causewayed Enclosure during the construction of the development, shall be submitted to and approved in writing by

the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved method statement.

Reason - to ensure the protection and preservation of the significant archaeological remains on the site in accordance with Government guidance within the National Planning Policy Framework.

- 46 No operational development including roads/driveways (with the exception only of footpath, bridleway and cycle links to the Salt Way together with associated infrastructure) shall be located within 5m of any part of the existing vegetation belt that lines the southern boundary of the Salt Way.

Reason - To ensure that development does not prejudice the future growth of existing and new vegetation along Salt Way so that the rural character and amenity value of this public right of way is preserved in accordance with the requirements of Policies ESD15 and Banbury 17 of the Cherwell Local Plan 2011-2031 Part 1.

- 47 That before any building is first occupied (other than for construction purposes), the new roads providing vehicular access to that building from Bloxham Road (other than the new link road) shall be laid out, constructed, lit and drained up to base course level. The roads serving a building shall be completed prior to whichever occurs earliest of the following unless with the prior written agreement of the Local Planning Authority:

- within 3 months of the first occupation of the final dwelling within that street/road/driveway;
- within 24 months of the first occupation of a building within that street/road/driveway

unless otherwise agreed in writing

Reason - To ensure suitable vehicular access to new dwellings in the interests of residential amenity and the quality and appearance of the development in accordance with the requirements of Policy ESD15 of the Cherwell Local Plan 2011-2031 Part 1.

- 48 Prior to the commencement of the development, details of means by which any vehicular traffic would access Wykham Park Farm through the site during the construction of the development shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, and during the construction phase of the development, vehicular access to Wykham Park Farm shall take place only in accordance with the approved details.

Reason - To ensure that inappropriate additional use of Wykham Lane for large vehicles associated with the farm either does not take place or is managed satisfactorily during the construction phase between when the existing vehicular link is extinguished and the new link is provided through the development.

- 49 Part A

No development shall take place until a site-wide Framework Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority.

The Framework CMP shall include details relating to the following matters:

- Measures to reduce noise, environmental nuisance and disruption for nearby residents;
- Measures to avoid undue impact on ecology during construction work;
- Construction traffic management (to include a restriction on construction vehicles using Wykham Lane);
- Methods of working including site compound and contractor parking;
- Contact details of the site manager and procedures for complaints as well as details of communication with neighbouring residents.

Thereafter, the development on that phase shall be carried out in accordance with the approved Framework CMP at all times.

Part B

Prior to the commencement of development on any phase a Site Specific Construction Management Plan, which shall confirm compliance with the Framework Construction Management Plan (Part A) shall be submitted to and approved in writing by the Local Planning Authority. The Site-Specific Construction Management Plan shall include but not limited to the following:

Construction access including details of the measures to ensure that all construction vehicles can enter the site immediately upon arrival and also the method of segregating construction traffic from general traffic/pedestrians and cyclists (as required);

- A scheme for parking of contractor's vehicles and details of the location of contractor's welfare/site office facilities;
- A scheme for access and deliveries showing adequate space for vehicles to park, turn, load and unload clear of the public highway.
- Details of the location and layout of all materials storage and plant storage compounds; and
- Details of the means of enclosure of the application site for the construction phase including details of all types of fencing proposed and a plan showing the location of all the fencing.

Thereafter the development shall be carried out in accordance with the Site Specific Construction Management Plan at all times.

Reason - To reduce the environmental effects of construction work in accordance with the requirements of Policy ESD15 of the Cherwell Local Plan 2011-2031 Part as well as Policy ENV1 of the Cherwell Local Plan 1996.

- 50 Prior to the commencement of development, a strategy for preliminary earthworks shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall include the following:

- Details relating to the proposed grading and mounding of land areas including the indicative levels and contours to be formed

The development shall be carried out in accordance with the approved strategy unless otherwise agreed in writing with the Local Planning Authority.

Reason - To permit material to be moved within the site in order to achieve initial ground recontouring having regard to the site-wide drainage strategy and the development proposals as approved. For the avoidance of doubt these works do not define finished floor levels which will be submitted and approved pursuant to condition 8 of this decision notice.

THIRD SCHEDULE
COVENANTS WITH THE DISTRICT COUNCIL - AFFORDABLE HOUSING

1. DEFINITIONS

1.1 In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed):-

Expression	Meaning
"Affordable Housing"	subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market
"Affordable Housing Dwellings"	Affordable Housing units comprised in the Development and provided in accordance with the agreed Affordable Housing Tenure Mix that shall together comprise 30% (thirty per cent) of the total number of Dwellings on the Development (such 30% shall be rounded up to the nearest whole Dwelling)
"Affordable Housing Parcel Scheme"	a scheme submitted to and agreed by the District Council pursuant to paragraph 2.1 of this Schedule in relation to the Parcel to which the scheme relates sets out: <ul style="list-style-type: none">• details of the number and locations of the Affordable Housing Dwellings within the Parcel (such number to be no less than 30% (thirty per cent) of all Dwellings within the Parcel unless otherwise agreed in writing between the Owner and the Council);• details of the types and size of the Affordable Housing Dwellings provided that the Affordable Housing Dwellings shall be in a range of unit types and sizes;• confirmation of tenures of the Affordable Housing Dwellings to which the scheme relates which shall reflect the Affordable Housing Tenure Mix;• confirmation of the Affordable Housing Standards arrangements for the Affordable Housing Dwellings to which the scheme relates.
"Affordable Housing Site"	that part or parts of the Site or any building or any buildings on the Site upon or within which there will be provided Affordable Housing Dwellings together with full rights of access to each Affordable Housing Site from the Site and the provision of all necessary Infrastructure and connections thereto and the necessary installations thereof for the Affordable Housing Dwellings to be constructed on the Affordable Housing Site

Expression	Meaning
"Affordable Housing Standards"	<p>the design criteria with which the Affordable Housing Dwellings shall comply namely:</p> <ul style="list-style-type: none"> • (in relation to the Affordable Rented Housing only) 50% (fifty per cent) to comply with Building Regulations 2010 Part M4(2) Category 2: Accessible and adaptable dwellings; and • shall be designed to the same external design as the Market Dwellings so as to be indistinguishable from the Market Dwellings save where compliance with mandatory standards dictates otherwise; and • the Affordable Rented Housing shall be constructed to Technical housing standards – nationally described space standards in consultation with the District Council unless otherwise agreed in writing between the Owner and the Council; and • the Shared Ownership Housing shall be built to a standard equivalent to Market Housing including garden sizes to be agreed with the District Council; and • shall be located in clusters of no more than 15 (fifteen) Affordable Housing Dwellings, with no more than 10 (ten) units of Affordable Rented Housing in any one cluster unless otherwise agreed in writing with the District Council or permitted pursuant to any Qualifying Application but only where such clustering is considered not to have adverse impacts on community cohesion or visual amenity; and • (where relevant) not less than 1% (one per cent) of the Affordable Housing Dwellings to be provided as fully wheelchair accessible and built in accordance with Building Regulations Optional Requirement M4(3) Category 3: Wheelchair user dwellings
"Affordable Housing Tenure Mix"	<p>the mix of tenure types of the Affordable Housing Dwellings whereby 70% (seventy per cent) shall be Affordable Rented Housing and 30% (thirty per cent) shall be Intermediate Housing (with such percentages to be rounded up or down to the nearest whole Dwelling so as to achieve the 30% (thirty per cent) level of Affordable Housing Dwellings) or such alternative mix of tenure as at any time may be submitted by or on behalf of the Owner to the District Council for approval in writing (and, except if submitted as part of a Qualifying Application, where such scheme has been submitted in writing it shall be deemed approved where there is no response from the District Council within six (6) weeks of receipt of the scheme by the District Council)</p>
"Affordable Rented Housing"	<p>rented housing provided by Registered Providers to Qualifying Persons which shall be in line with HCA's Rent Standard Guidance for Affordable Rent</p>

Expression	Meaning
"Allocate"	any procedure whereby there are conferred or transferred rights of residential occupation in respect of an Affordable Housing Dwelling which could for the avoidance of doubt include the first occasion on which an Affordable Housing Dwelling is Occupied and any subsequent changes in the occupier and 'Allocating' 'Allocated' and 'Allocations' should be construed accordingly
"Allocations Scheme"	the District Council's allocation policy from time to time which determines the District Council's priorities and procedures when allocating accommodation in accordance with the requirements of Section 166A of the Housing Act 1996 (and any amendment, re-enactment or successor provision)
"Chargee"	any mortgagee or chargee of the Registered Provider of the Affordable Housing Site or any part of it and includes any receiver or manager or administrator (including any receiver appointed pursuant to the Law of Property Act 1925) or any person appointed under any security documentation to enable such mortgagee or chargee to realise its security
" HCA "	Homes and Communities Agency constituted pursuant to the Housing and Regeneration Act 2008 and any successor or successors for the time being and any similar future authority carrying on substantially the same functions
"Help to Buy Agent"	that organisation which is appointed by HCA to assess eligibility for and market low cost home ownership products
"Infrastructure"	in relation to each Affordable Housing Site: <ul style="list-style-type: none"> • roads and footpaths to serve the Affordable Housing Site • temporary services for contractors and a haul road for the use of contractors; • adequate inverts for the foul and surface water drains sufficient to serve the drainage requirements of the Affordable Housing Site; • pipes sewers and channels sufficient to serve the Affordable Housing Site; • spur connections to agreed inverts (to be available at a time or times to be agreed with the Registered Provider) from the Owner's foul and surface water drain run serving the Development up to the boundaries of the Affordable Housing Site such spur connections to be to a specification agreed with the Registered Provider;

Expression**Meaning**

and the following services:

- a standard fire hydrant supply and fire hydrants in the public highway in positions to be agreed with the Registered Provider;
- a water supply connection from the mains (size and termination position to be agreed with the Registered Provider);
- an electricity supply (size and termination position to be agreed with the Registered Provider);
- a gas supply (size and termination position to be agreed with the Registered Provider) (should it be required for the Affordable Housing Dwellings)
- a telephone spur (terminating in a junction box at a location agreed with the Registered Provider);
- if digital communication systems (for example cable television or fibre optic broadband) are provided on the Development to provide a spur to the Affordable Housing Site (final locations to be agreed with the Registered Provider);

PROVIDED THAT the Owner shall not be responsible for incurring the costs of any connection charges or actual supply for such Infrastructure to the Affordable Housing Site nor to the Affordable Housing Dwellings

"Intermediate Housing"

Affordable Housing Dwellings to be provided at a cost above social rent but below their value as Market Dwellings for sale or for rent which meet the criteria set out in the National Planning Policy Framework published in July 2018 (or as may be amended from time to time) including shared equity (equity loans) Shared Ownership Units or other low cost homes for sale and intermediate rent and also other approved affordable home ownership products as may be agreed between the District Council, the Owner and the Registered Provider

"Mortgage Land"

the Affordable Housing Site or any part of it which is mortgaged or charged to the Chargee

"Nominations Agreement"

an agreement which shall be entered into between the District Council and the Registered Provider, both parties acting reasonably, in relation to the Affordable Housing Dwellings on the Site and which shall guide in conjunction with the Allocations Scheme those persons eligible to be nominated to the Affordable Housing Dwellings

Expression	Meaning
"Qualifying Persons"	those persons who are assessed by the District Council under its current Allocations Scheme and are nominated to an Affordable Housing Dwelling in accordance with this Allocations Scheme and the Nominations Agreement
"Registered Provider"	a private provider of Affordable Housing which is designated in the register maintained by HCA or any similar future authority carrying on substantially the same regulatory or supervisory functions pursuant to Section 111 of the Housing and Regeneration Act 2008 as a non-profit organisation under sub-Sections 115(1)(a) or 278(2) of the Act or which is designated in that register as a profit-making organisation under Section 115(1)(b) of the Housing and Regeneration Act 2008 and which is EITHER on the District Council's list of preferred partners OR has been approved in writing by the District Council having regard to the performance criteria applicable to an organisation with preferred partner status (and where such request has been submitted it shall be deemed approved where there is no response from the District Council within 6 weeks of receipt of such request by the District Council)
"the Regulator"	the Regulator of Social Housing constituted pursuant to the Housing and Regeneration Act 2008 and any successor or successors for the time being and any similar future authority carrying on substantially the same grant and regulatory making functions
"Shared Ownership Housing"	housing offered via the Registered Provider under the terms of a lease which accords with the HCA Shared Ownership Model Lease by which a lessee may acquire an initial share or shares of between 25% (twenty five per cent) - 75% (seventy five per cent) of the equity in an Affordable Housing Dwelling from the Registered Provider who retains the remainder and may charge a rent of up to 2.75% (two point seven five per cent) on the unsold equity

2. COVENANTS

- 2.1 The Owner covenants with the District Council that it shall not Implement or cause or permit Implementation of any Parcel until the Affordable Housing Parcel Scheme for that Parcel has been submitted to and approved by the District Council in writing (and where such scheme has been submitted it shall be deemed approved where there is no response from the District Council within 6 weeks of receipt of the scheme by the District Council SAVE THAT where such the Affordable Housing Parcel Scheme has been submitted to the District Council as part of a Qualifying Application for any Parcel such scheme shall not be deemed approved unless and until the Affordable Housing Parcel Scheme has been listed as approved as part of a Qualifying Permission issued pursuant to the Qualifying Application) PROVIDED THAT in the event that the Owner has been unable to contract with a Registered Provider after a period of six (6) months for the sale and purchase of the proposed

Affordable Housing Dwellings the Owner may seek to amend the Affordable Housing Tenure Mix from that set out in the definition of Affordable Housing Tenure Mix (whether such amendment is proposed through the Affordable Housing Parcel Scheme or otherwise) with the approval of the District Council and in such circumstances the District Council will have regard to the documentary evidence provided by the Owner in relation to the Owners attempts to contract with Registered Providers on the basis of the Affordable Housing Tenure Mix in considering whether to approve such amendment to the Affordable Housing Tenure Mix.

2.2 The Owner shall be permitted to seek to amend any approved Affordable Housing Parcel Scheme at any time following the initial approval of the relevant Scheme SAVE THAT in seeking to do so the Owner shall submit such amendments to the District Council in writing for approval (and where such amended scheme has been submitted it shall be deemed approved where there is no response from the District Council within six (6) weeks of receipt of the scheme by the District Council SAVE THAT where such the Affordable Housing Parcel Scheme has been submitted to the District Council as part of a Qualifying Application for any Parcel such scheme shall not be deemed approved unless and until the Affordable Housing Parcel Scheme has been listed as approved as part of a Qualifying Permission issued pursuant to the Qualifying Application) IT BEING AGREED THAT the Council shall not be obliged to accede to any such request provided such action would not be unreasonable.

2.3 The Owner covenants with the District Council that it:

2.3.1 will not cause or permit the Occupation of more than thirty five per cent (35%) of the Market Dwellings on any Parcel (or such higher percentage trigger as may be proposed by the Owner and agreed in writing by the Council having regard to the construction programme) until forty per cent (40%) of the Affordable Housing Dwellings on that Parcel have been Constructed and made ready for Occupation and either the freehold or long leasehold interest in the Affordable Housing Site together with the Affordable Housing Dwellings Constructed thereon have been transferred to a Registered Provider (or individual owner-occupier in the case of Intermediate Housing whose tenure involves homes for sale without the involvement of a Registered Provider) on terms to be agreed between the Owner and the Registered Provider which shall include with all rights for Infrastructure and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Dwellings Constructed thereon and with a good and marketable title and with vacant possession and capable of being fully serviced and properly connected to the public highway; and

2.3.2 will not cause or permit the Occupation of more than seventy five per cent (75%) of the Market Dwellings on any Parcel until all of the Affordable Housing Dwellings on that Parcel have been Constructed and made ready for Occupation and either the freehold or long leasehold interest in the Affordable Housing Site together with the Affordable Housing Dwellings Constructed thereon have been transferred to a Registered Provider (or individual owner-occupier in the case of Intermediate Housing whose tenure involves homes for sale without the involvement of a Registered Provider) on terms to be agreed between the Owner and the Registered

Provider which shall include with all rights for Infrastructure and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Dwellings Constructed thereon and with a good and marketable title and with vacant possession and capable of being fully serviced and properly connected to the public highway.

2.4 The Owner covenants with the District Council that it:

2.4.1 will not use or cause or permit the use of the Affordable Housing Site or any part thereof or the Affordable Housing Dwellings erected thereon for any purpose other than for the provision of Affordable Housing in accordance with this Deed of Agreement;

2.4.2 will not without the consent in writing of the District Council transfer the freehold interest or the long leasehold interest in the Affordable Housing Site or any part thereof or the Affordable Housing Dwellings erected thereon except to a Registered Provider (or individual owner-occupier in the case of Intermediate Housing whose tenure involves homes for sale without the involvement of a Registered Provider) provided that consent shall not be required for any mortgage or charge of the freehold interest and provided that this shall not apply to the tenancies being granted to any of the occupiers of individual Affordable Housing Dwellings within either the Affordable Rented Housing or the Shared Ownership Housing nor sale of Intermediate Housing to occupiers of individual Affordable Housing Dwellings;

2.4.3 will provide the Affordable Housing Dwellings in accordance with the Affordable Housing Tenure Mix and the Affordable Housing Standards.

2.5 For the avoidance of doubt paragraph 2.4 above is binding on the Chargee PROVIDED THAT paragraph 2.4 above will not be binding on a bona fide purchaser for value from the Chargee exercising its power of sale (other than a purchaser which is a Registered Provider) or the successors in title of such purchaser or persons deriving title therefrom provided that the provisions of paragraph 2.6 below have been complied with.

2.6 It is hereby agreed and declared that the proviso contained in paragraph 2.5 will only apply where the Chargee exercising its power of sale:-

2.6.1 has first served written notice on the District Council of its intention to exercise its power of sale or other power or right conferred upon it, its mortgage, charge or other security; and

2.6.2 has used reasonable endeavours over a period of three (3) months from receipt of notification pursuant to paragraph 2.6.1 above to dispose of the Mortgage Land subject to any leases and tenancies then subsisting and to the terms of this Deed of Agreement to a Registered Provider or the District Council PROVIDED ALWAYS that nothing herein shall require the Chargee to dispose of the Mortgage Land at a price which is less than the greater of the open market value of the Mortgage Land (subject to the restrictions contained within this Schedule) or all sums due under the terms of the Chargee's mortgage or charge together with costs and

interest AND FURTHER PROVIDED THAT in any event if upon the expiry of 3 months from the date of receipt by the District Council of the notice in paragraph 2.6.1 above and provided the steps in this paragraph have been completed and no transfer of the Mortgage Land to either the District Council or a Registered Provider has completed within the said period of three (3) months then upon expiry of the said three (3) months the Chargee shall be able to sell the Mortgage Land free from the restrictions in paragraph 2.4 above with the effect that they shall cease to bind the Mortgage Land.

2.7 The provisions of paragraph 2.4 will not be binding on:

2.7.1 any purchaser pursuant to the exercise of a statutory or voluntary right to buy, preserved right to buy or right to acquire or any owner of Shared Ownership Housing who has staircased up to 100% (or any successor in title thereto) or to any completed Affordable Housing Dwellings where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof or any mortgagee or chargee of any such purchaser nor any administrator, administrative receiver, fixed charge receiver including any receiver appointed under the Law of Property Act 1925 or any other person appointed under any security documentation by such mortgagee or any person deriving title through such persons; or

2.7.2 any statutory undertaker.

2.8 The Owner will not Allocate or cause or permit to be Allocated any of the Affordable Housing Dwellings other than as follows:

2.8.1 the Affordable Housing Dwellings shall only be Allocated to Qualifying Persons in accordance with the District Council's Allocations Scheme and in accordance with the terms of the Nominations Agreement;

2.8.2 the Shared Ownership Housing shall be marketed through the Help to Buy Agent or such other appointed body for the region and only those deemed eligible under the Help to Buy Agent's criteria shall be considered for the Shared Ownership Housing.

2.9 For the avoidance of doubt, if the Affordable Housing Dwellings are vested or transferred to another Registered Provider pursuant to a proposal made by the Regulator pursuant to Sections 143A-169 of the Housing and Regeneration Act 2008 (or any statutory provision amending or replacing the same) then the provisions of this Deed of Agreement shall continue in respect of such other Registered Provider

**FOURTH SCHEDULE
COVENANTS WITH THE DISTRICT COUNCIL
OPEN SPACE, PLAY AREAS AND OTHER CONTRIBUTIONS**

1. DEFINITIONS

1.1 In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):

Expression	Meaning
"Approved Sustainable Urban Drainage"	means the surface water drainage for the Site approved or to be approved further to the relevant conditions of the Planning Permission (and, where relevant, by any Qualifying Permission) including provisions for the maintenance and management of the Sustainable Urban Drainage system for the Site
"Balancing Ponds"	means any balancing ponds to be provided on the Development as determined by Qualifying Permissions
"Balancing Ponds Commuted Sum"	means a payment for the future maintenance and management of the Balancing Ponds calculated at Eleven Pounds and Sixty Three Pence per square metre (£11.63/m ²) of Balancing Ponds Index Linked
"Combined Green Spaces"	means the Open Space and the Play & IOS Areas and either of them
"Commutated Sum"	means as applicable any of the following the Public Amenity Commuted Sum, New Woodland Areas Commuted Sum, NEAP Commuted Sum, LEAP Commuted Sum, LAPs Commuted Sum, Existing Mature Trees Commuted Sum, Existing Hedgerows Commuted Sum, Permissive Bridleway Commuted Sum, Ditches/Watercourses/Swales Commuted Sum and Balancing Ponds Commuted Sum
"Ditches/Watercourses/Swales"	means any ditches, watercourses and swales to be provided on the Development as determined by Qualifying Permissions or approved further to conditions attached to the Planning Permission
"Ditches/Watercourses/Swales Commuted Sum"	means a payment for the future maintenance and management of the Ditches/Watercourses/Swales calculated at Thirty Two Pounds and Fifty Eighty Pence per square metre (£32.58/m ²) of Ditches/Watercourses/Swales
"Existing Hedgerows"	means any existing hedgerows to be retained and maintained on the Site as part of the Development

Expression	Meaning
"Existing Hedgerows Commuted Sum"	means a payment for the future maintenance and management of the Existing Hedgerows calculated at Fourteen Pounds and Thirty Five Pence per linear metre (£14.35/lm) of Existing Hedgerows Index Linked
"Existing Mature Trees"	means any existing mature trees (being trees with a tree trunk girth of 300mm measured at 1.5m above the ground) to be retained and maintained on the Site as part of the Development but excluding trees in Existing Woodland or New Woodland
"Existing Mature Trees Commuted Sum"	means a payment for the future maintenance and management of the Existing Mature Trees calculated at Three Hundred and Thirty Four Pounds and Eighty Two Pence (£334.82) per Existing Mature Tree Index Linked
"Existing Woodland"	means the existing areas of woodland on the Site to be retained and maintained as part of the Development
"Existing Woodland Commuted Sum"	means a payment for the future maintenance and management of the Existing Woodland calculated at Four Pounds and Sixty Three Pence per square metre (£4.63/m ²) of Existing Woodland Index Linked
"Final Completion Certificate"	means a certificate issued by the District Council confirming final completion of the laying out, landscaping and equipping of the land in question in accordance with the relevant scheme or specification approved pursuant to this Deed and the making good of all defects and completion of the Maintenance Period to the District Council's reasonable satisfaction
"Guide"	means the District Council's supplementary planning document on planning obligations dated February 2018
"Incidental Open Space"	means areas of incidental open space within Parcels as may arise
"Landscape Technical Specification"	means the District Council's Technical Specifications Contract for Provision of Landscape Maintenance Services (2018-2024)
"LAPs"	means five local areas of play suitable for younger children mainly aged between 2 - 4 years of age (to include inter alia a landscaped buffer zone in addition to an activity area of no less than 100sqm) to be provided by the Owner as part of the Play Areas within the Development the location of which to be determined by Qualifying Permissions and by approval of the Play Areas & IOS Scheme.

Expression	Meaning
"LAPs Commuted Sum"	means the sum of Twelve Thousand Three Hundred and Ninety Four Pounds only (£12,394.00) Index Linked for the future maintenance and management of each LAP
"LEAPs"	means two local equipped areas of play suitable for children between the ages of 4 and 6 to be provided by the Owner as part of the Development in the indicative positions shown on the Parameters Plan by orange asterisks with the exact locations to be determined by Qualifying Permissions and for the avoidance of doubt it is agreed that each LEAP shall consist of a landscaped buffer zone in addition to an activity area of no less than 400m ²
"LEAP Commuted Sum"	means the sum of One Hundred and Eight Thousand Seven Hundred and Sixty Two Pounds (£108,762) Index Linked for the future maintenance and management of each LEAP
"Maintenance Period"	means a period of 12 (twelve) months following the issue by the District Council of a Practical Completion Certificate
"Management Company"	<p>means a body established or nominated by the Owner to carry out the long term management and maintenance of any Combined Green Spaces to be managed by it in accordance with the provisions of this Deed and whose objectives shall include:-</p> <ul style="list-style-type: none"> • Setting the level of charges for funding the running of the body and collecting such charges; • Ensuring that the level of any charges levied against any Affordable Housing Dwellings that are not owned outright by Registered Providers shall not materially affect the ability of these dwellings to remain as Affordable Housing; • Ensuring accountability to residents of the Development
"Management Company Default Sum"	means the sum of One Hundred and Fifty One thousand Seven Hundred and Seventy Four Pounds (£151,774) Index Linked to be paid into the ManCo Default Escrow Account in accordance with paragraph 2.5.1 below to be accessible by the District Council in the event of default or failure by the Management Company to maintain any of the Combined Green Spaces that are transferred to the Management Company

Expression	Meaning
"Management Company Forward Funding Sum"	means the sum of Seventy Two Thousand Five Hundred and Twenty One Pounds (£72,521) Index Linked to be paid into the ManCo Maintenance Escrow Account as funding to cover the maintenance costs of any Combined Green Spaces that are transferred to the Management Company until the Development is fully Occupied and funding from receipts from residents' rent charges are funding the maintenance costs in full
"Management Company Monitoring Payment"	means the sum of Three Thousand Eight Hundred and Eighty One Pounds (£3,881) Index Linked to be paid to the District Council towards the District Council's costs of monitoring if any of the Combined Green Spaces are transferred to the Management Company
"Management Company Structure Scheme"	means a scheme that addresses the following in relation to the Management Company: <ul style="list-style-type: none"> • Details of the proposed constitution of the Management Company which shall be a private company limited by shares or guarantee; • Proposed banking arrangements for the Management Company; • Procedures and justification that the Management Company will follow for drawing down monies by the Management Company from the ManCo Maintenance Escrow Account • Details of and arrangements for maintenance of such insurances as shall be appropriate in respect of the use of any Combined Green Spaces managed by the Management Company and against damage by those comprehensive risks as are reasonable to insure against in the circumstances then prevailing; • Details of the mechanism together with suitable documentation to ensure the transfer of ownership and responsibility for the management and maintenance of Combined Green Spaces (that are in the ownership of the Management Company) from the Management Company to the District Council or its nominee on terms to be agreed in the event of default on the part of the Management Company (including details of how and when such transfer and step-in mechanism shall be triggered (likely to be written petition by at least 66% (sixty six per cent) of Dwellings on the Development), settlement of outstanding management costs prior to transfer and liability for legal costs/expenses associated with the transfer)

Expression	Meaning
"Management Scheme"	means written schemes for the detailed ongoing maintenance of any Combined Green Spaces as may be transferred to the Management Company and/or the Owner prepared in accordance with the Landscape Technical Specification which shall detail the frequency and standard of maintenance of the relevant parts of the Combined Green Spaces that are the subject of the relevant scheme together with measures to replace any trees shrubs or turf that may die or become diseased following implementation of the relevant scheme and "Parcel Play & IOS Areas Management Scheme" and "Open Space Management Scheme" shall be construed as the relevant Management Scheme for those areas of Combined Green Spaces PROVIDED THAT for the avoidance of doubt such Management Scheme will only be required where the relevant parts of the Combined Green Spaces are to be transferred to the Management Company and/or the Owner
"ManCo Default Escrow Account"	means an escrow account to be opened and closed in accordance with the provisions of this Schedule set up by the Owner to contain the Management Company Default Sum and used as follows: <ul style="list-style-type: none"> (a) monies within the escrow account can be drawn against by the District Council in the circumstances set out in paragraph 8 of this Schedule; (b) the Management Company Default Sum and any interest thereon shall be capable of being drawn against by the District Council for the management and maintenance of any Combined Green Spaces transferred to the Management Company in the circumstances set out in paragraph 8 of this Schedule;
"ManCo Maintenance Escrow Account"	means an escrow account set up by the Owner to contain the Management Company Forward Funding Sum which shall be opened and closed in accordance with the provisions of this Schedule and may be drawn against as follows: <ul style="list-style-type: none"> (a) monies within the escrow account can be drawn against by the Management Company towards the costs of the maintenance of any Combined Green Spaces that are transferred to the Management Company where such costs are not otherwise met by the receipts of estate rent charges; (b) the Management Company may draw down such costs every quarter for the costs to be incurred in the following quarter;

Expression	Meaning
	(c) the Management Company Forward Funding Sum and any interest thereon shall be capable of being drawn against by the Management Company for the maintenance of any Combined Green Spaces that are transferred to the Management Company
"NEAP"	means a neighbourhood equipped area of play to be provided by the Owner as part of the Development in the indicative position shown on the Parameters Plan by a purple asterisk with the exact location to be determined by Qualifying Permissions
"NEAP Commuted Sum"	means the sum of Two Hundred and Forty Nine Thousand Nine Hundred and Ninety Four Pounds (£249,994) Index Linked for the future maintenance and management of the NEAP
"New Woodland Areas"	means any areas of new woodland to be provided on the Development as determined by Qualifying Permissions
"New Woodland Areas Commuted Sum"	means the sum of Twenty Three Pounds and Twenty Three Pence per square metre (£23.23/m ²) of New Woodland Areas Index Linked for the future management and maintenance of the New Woodland Areas
"Open Space"	means the Balancing Ponds, Ditches/Watercourses/Swales, New Woodland Areas, Existing Hedgerows, Existing Mature Trees Permissive Bridleway and Public Amenity Space and any of them
"Open Space Scheme"	means a scheme for the provision, laying out, landscaping and equipping (as appropriate) of the Balancing Ponds, Ditches/Watercourses/Swales, New Woodland Areas and Public Amenity Space submitted to the District Council for approval in accordance with paragraph 5.1.1 below which shall include: <ul style="list-style-type: none"> (a) details of the locations of any Open Space to which the respective scheme relates; and (b) a timetable for carrying out the works and the planting comprised in the laying out landscaping of the Open Space to which the respective scheme relates; and (c) a specific timetable in relation to applying for a Practical Completion Certificate
"Parameters Plan"	means the development framework plan being drawing number JJG043/035-Y appended to this Deed

Expression	Meaning
"Play Areas"	means the LAPs, LEAPs and NEAP
"Parcel Play Areas"	means the LAP(s) within a Parcel as determined by Qualifying Permissions and the Play & IOS Areas Scheme.
"Play & IOS Areas"	means the Play Areas and any areas of Incidental Open Space within respective Parcels or any of them and "Play Area & IOS Area" shall be construed accordingly
"Play & IOS Areas Scheme"	means a scheme for the provision, laying out, landscaping and equipping (as appropriate) of the Play & IOS Areas or any part thereof within a Parcel including a phasing programme submitted to the District Council for approval in accordance with paragraph 3.1.2 below and which scheme shall include: <ul style="list-style-type: none"> (a) details of the precise locations of the Play & IOS Areas within that Parcel; (b) a timetable for carrying out the works and the planting comprised in the said laying out landscaping and equipping of the Play & IOS Areas within that Parcel; and (c) provision to ensure that the Play & IOS Areas within that Parcel are suitable for disabled users
"Practical Completion Certificate"	means a certificate issued by the District Council confirming the practical completion of the laying out, landscaping and equipping of the land in question in accordance with the relevant scheme or specification approved pursuant to this Deed
"Public Amenity Space"	means areas of public amenity space to be provided on the Development as determined by Qualifying Permissions which shall include informal open space, greenways, and green routes that are not otherwise addressed separately by this Schedule
"Public Amenity Space Commuted Sum"	means a payment for the future maintenance and management of the Public Amenity Space (to include the Kickabout Area) calculated at Nine Pounds and Thirty Two Pence per square metre (£9.32/m ²) of Public Amenity Space Index Linked
"Statutory Undertaker"	means in relation to the Balancing Ponds and/or Ditches/Watercourses/Swales the appropriate statutory undertaker for water drainage

Expression	Meaning
"Surveyor"	means the District Council's Street Scene and Landscape Services Manager or such other person or persons as shall be notified in writing by the District Council to the Owner
"Transfer (District Council)"	<p>means any transfer by the Owner of the freehold in any of the Combined Green Spaces to the District Council (or such other person or body as the District Council may direct) such transfer:</p> <p>(a) shall not include any terms which would restrict public access save for the purposes of maintenance works or in the case of emergency; and</p> <p>(b) shall not include any terms which would directly or indirectly affect the construction servicing or occupation of the part of the Site that is retained by the Owner; and</p> <p>(c) shall include any reasonable reservation of rights of access and services over the Play & IOS Areas and/or the Balancing Ponds and/or Ditches/Watercourses/Swales and/or Existing Hedgerows and/or New Hedgerows and/or Existing Mature Trees and/or New Woodland Area and/or Public Amenity Space for the benefit of any other part of the Site for the purpose of managing maintaining replacing renewing cleaning and repairing services including but not limited to as applicable sustainable urban drainage measures, water, gas, sewerage, drainage or electricity PROVIDED THAT in relation to the Play Areas the Council has agreed pursuant to paragraph 3.1.1 that services can be laid through or under those areas; and</p> <p>(d) shall include for the benefit of the area of Combined Green Spaces the grant of any rights of access and services which are reasonably required for the use, management and maintenance of the Combined Green Spaces over any adjoining land for its intended purpose as set out in this Schedule; and</p> <p>(e) shall be at nil consideration and otherwise at no cost (including legal costs) to and subject to no other contribution by the District Council or its nominee; and</p> <p>(f) shall be a transfer of the entire freehold interest with full title guarantee and vacant possession on completion; and</p> <p>(g) of the land for its intended purpose other than those which exist at the date of this Deed and / or are agreed in the Transfer; and</p>

Expression**Meaning**

- (h) shall be free from any pre-emption or option agreement and free from any mortgage charge or lien or other encumbrance which restrict the use
- (i) in relation to the Play Areas shall contain covenants not to use the area transferred for any purpose other than for a publicly accessible games and play area or publicly accessible free at the point of use recreational facilities; and
- (j) in relation to the Balancing Ponds and/or Ditches/Watercourses/Swales, shall not be used for any purpose other than for public open space, water attenuation and surface water drainage purposes associated with the Development
- (k) in relation to Existing Hedgerows, Existing Mature Trees, New Woodland Area and/or Public Amenity Space, shall not be used for any purpose other than for publically accessible informal open space and woodland; and
- (l) in relation to the Incidental Open Space, shall not be used for any purpose other than for informal open space

2. MANAGEMENT COMPANY

2.1 The Owner covenant with the District Council that it will:

2.1.1 prior to completion of Construction of the first Dwelling elect to transfer any or all of the Combined Green Spaces to

- (a) the District Council (subject to paragraph 2.2 below); or
- (b) a Management Company; or
- (c) retain the Combined Spaces or part thereof and maintain and manage either itself or through a management company; or
- (d) a Statutory Undertaker (in relation to the Balancing Ponds, Ditches/Watercourses/Swales); and

2.1.2 provide written confirmation of such election to the District Council

2.2 In the event that the Owner elects to transfer any or all of the Combined Green Spaces to the District Council, the District Council may decline to accept the proposed transfer of any of the Combined Green Spaces (or any parts thereof) within 28 (twenty eight) days of any such notification by the Owner in

which circumstances the Owner shall arrange for the relevant area(s) of the Combined Green Spaces to be transferred to and managed and maintained by the Management Company or if the District Council does not decline to accept the proposed transfer then the District Council shall accept the proposed transfer during the operation of these provisions for the duration of this Deed

- 2.3 Where any Combined Green Spaces in a Phase are to be transferred to managed and maintained by the Management Company in accordance with the terms of this Schedule the Owner will:
- 2.3.1 prior to the first Occupation of any Dwelling on the relevant Phase, submit for approval to the District Council and gain written approval from the District Council to the Management Company Structure Scheme for that Phase; and
 - 2.3.2 Upon approval of the Management Company Structure Scheme, establish or appoint the Management Company for that Phase in accordance with the approved Management Company Structure Scheme for that Phase and provide written evidence to the District Council that it has been so established or appointed PROVIDED THAT the Management Company shall be established or appointed prior to the first Occupation of any Dwelling on the Relevant Phase.
 - 2.3.3 Within 20 Working Days of the written approval of the Management Company Structure Scheme pay the Management Company Monitoring Payment to the District Council
- 2.4 The Owner shall transfer those areas of the Combined Green Spaces identified as to be transferred to the appointed or established Management Company pursuant to paragraph 2 above to the established or appointed Management Company within 28 (twenty eight) days or such other period as agreed in writing with the District Council of the issue of the Final Completion Certificate for the relevant area(s) of the Combined Green Spaces
- 2.5 Prior to the first transfer to the Management Company of any land or facility in accordance with this Schedule, the Owner will:
- 2.5.1 set up the ManCo Default Escrow Account and pay the Management Company Default Sum into the ManCo Default Escrow Account and provide evidence to the District Council that the account has been set up and such payment has been made into it; and.
 - 2.5.2 set up the ManCo Maintenance Escrow Account and pay the Management Company Forward Funding Sum into ManCo Maintenance Escrow Account and provide evidence to the District Council that the account has been set up and such payment has been made into it.
- 2.6 The ManCo Default Escrow Account shall be retained for a period expiring 15 (fifteen) years after the date the ManCo Default Escrow Account is first opened. The ManCo Default Escrow Account shall be closed by the Owner 15 (fifteen) years after the date the ManCo Default Escrow Account is first opened and any monies whether capital or interest sums remaining in the ManCo Default Escrow Account at that time shall be released to and retained by the Owner.

- 2.7 The ManCo Maintenance Escrow Account shall be retained for a period expiring 15 (fifteen) years after the date the ManCo Maintenance Escrow Account is first opened or the date that the final Dwelling is Occupied (whichever is the later) and then shall be closed by the Owner following which any monies held by the Management Company (whether capital or interest) shall be released to and retained by the Owner.
- 2.8 In the event that the Management Company fails to maintain any of the Combined Green Spaces that are transferred to it in accordance with the Landscape Technical Specification or the Management Company goes into liquidation or otherwise ceases to exist where a replacement Management Company is not immediately put in place, the District Council may enter on to the relevant area of Combined Green Space together with relevant personnel and equipment to ensure the performance of the obligations contained in the covenants in this Schedule and/or carry out any works it considers reasonably necessary to maintain or make good any defect or damage or reinstate the relevant area of Combined Green Space (that has been transferred to the Management Company) and shall be entitled to full reimbursement by the Management Company of all costs and expenses incurred in performing the said obligations. In the event the Management Company does not have adequate funds to cover these works in default, the District Council shall be entitled to recover such costs and expenses from the ManCo Default Escrow Account. The District Council shall not be entitled to take action under this paragraph nor recover reimbursement unless the District Council before taking action to enforce any of the terms of this Schedule shall have given written notice to the Management Company stating the nature of the breach, the steps required to remedy the breach, and a reasonable time period for remedying the breach and shall afford the Management Company the opportunity to remedy the breach in accordance with the steps and time period in the written notice.

3. **PLAY & IOS AREAS**

3.1 The Owner covenants with the District Council that it:

3.1.1 will upon the terms of paragraphs 3.1.2 to 3.4.2 below provide the Play & IOS Areas as part of the Development in accordance respectively with the Play & IOS Areas Scheme and will not at any time use the Play & IOS Areas nor cause or permit the Play & IOS Areas to be used for any purpose other than as children's play areas or recreation areas (and the words "any other purpose" shall include (a) using the subsoil of the Play Areas for the laying of services unless so agreed by the District Council in discharging conditions pursuant to the Planning Permission or a Qualifying Permission or otherwise and (b) using the Play Areas 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);

3.1.2 will not Implement any Parcel that contains any Play & IOS Areas until there has been submitted in writing to and approved by the District Council (or deemed approved where such scheme has been submitted it shall be deemed approved where there is no response from the

District Council within six (6) weeks of receipt of the scheme by the District Council) the relevant Play & IOS Areas Scheme for the Play & IOS Areas within that Parcel;

3.1.3 will not Occupy or cause permit or allow to be Occupied more than:

- (a) 199 Dwellings (or as may be otherwise agreed in writing by the District Council) until the first LAP has been completed and made available for public use to the reasonable satisfaction of the District Council as evidenced by the issuing of a Practical Completion Certificate;
- (b) 199 Dwellings (or as may be otherwise agreed in writing by the District Council) until the first LEAP has been completed and made available for public use to the reasonable satisfaction of the District Council as evidenced by the issuing of a Practical Completion Certificate; and
- (c) 299 Dwellings (or as may be otherwise agreed in writing by the District Council) until the second LAP has been completed and made available for public use to the reasonable satisfaction of the District Council as evidenced by the issuing of a Practical Completion Certificate; and
- (d) 499 Dwellings (or as may be otherwise agreed in writing by the District Council) until the third LAP has been completed and made available for public use to the reasonable satisfaction of the District Council as evidenced by the issuing of a Practical Completion Certificate; and
- (e) 499 Dwellings (or as may be otherwise agreed in writing by the District Council) until the second LEAP has been completed and made available for public use to the reasonable satisfaction of the District Council as evidenced by the issuing of a Practical Completion Certificate; and
- (f) 599 Dwellings (or as may be otherwise agreed in writing by the District Council) until the NEAP has been completed and made available for public use to the reasonable satisfaction of the District Council as evidenced by the issuing of a Practical Completion Certificate; and
- (g) 699 Dwellings (or as may be otherwise agreed in writing by the District Council) until the fourth LAP has been completed and made available for public use to the reasonable satisfaction of the District Council as evidenced by the issuing of a Practical Completion Certificate; and
- (h) 899 Dwellings (or as may be otherwise agreed in writing by the District Council) until the fifth LAP has been completed and made available for public use to the reasonable satisfaction of the District Council as evidenced by the issuing of a Practical Completion Certificate; and

- 3.1.4 will prior to Occupation of the last Dwelling within the Parcel within which any Incidental Open Space is located carry out and complete the laying out and landscaping of the Incidental Open Space in accordance with the approved Play & IOS Areas Scheme to the reasonable satisfaction of the District Council as evidenced by the issuing of a Practical Completion Certificate;
- 3.2 In relation to the issuing of a Practical Completion Certificate:
- 3.2.1 the Owner shall invite the District Council in writing to inspect the Play & IOS Area with a view to issuing a Practical Completion Certificate;
- 3.2.2 the District Council shall inspect the Play & IOS Area within 20 (twenty) Working Days of receipt of the invitation in paragraph 3.2.1 above and shall within 20 (twenty) Working Days of such inspection EITHER issue a Practical Completion Certificate OR issue a notice ('Defects Notice') which states the Play & IOS Area has not been provided to the District Council's reasonable satisfaction and set out details of the work required to reach that standard
- 3.2.3 if the Owner receives a Defects Notice in respect of a Play & IOS Area, they shall use reasonable endeavours to complete the works specified in the Defects Notice as soon as reasonably practicable and in any event no longer than eight (8) weeks from receipt of a Defects Notice (or such longer period as may be agreed by the District Council) and then invite the District Council to re-inspect the Play & IOS Area
- 3.2.4 the procedure set out in sub paragraphs 3.2.1 to 3.2.3 above shall be repeated in respect of each and every Play & IOS Area until such time as the District Council EITHER:
- (a) issues a Practical Completion Certificate; OR
 - (b) fails to inspect the Play & IOS Area within 20 (twenty) Working Days of receipt of the invitation in paragraph 3.2.1 above in which case a Practical Completion Certificate shall be deemed to have been issued 20 (twenty) Working Days after receipt of the relevant invitation; OR
 - (c) fails to serve within 20 (twenty) Working Days of their inspection a Defects Notice in which case a Practical Completion Certificate shall be deemed to have been issued 20 (twenty) Working Days following the relevant inspection.
- 3.3 Following the issue (or deemed issue) of a Practical Completion Certificate, the Owner shall maintain each and every Play & IOS Area for the Maintenance Period to the reasonable satisfaction of the District Council, rectifying any defects arising and (where relevant) replacing any trees shrubs plants or grass which have died or been removed or become seriously diseased or damaged with others of a similar size and species

- 3.4 Upon completion of the Maintenance Period for the relevant Play & IOS Area the Owner will secure the final approval of the District Council for such Play & IOS Area by inviting the District Council in writing to inspect the relevant Play & IOS Area within 20 (twenty) Working Days of the end of the Maintenance Period with a view to issuing a Final Completion Certificate and the provisions of paragraphs 3.2.1 to 3.2.4 above shall apply mutatis mutandis (such that reference to Practical Completion Certificate in those paragraphs shall instead read Final Completion Certificate) and the Owner shall continue to maintain each and every Play & IOS Area in accordance with paragraph 3.3 above until its transfer to the District Council or a Management Company in accordance with paragraph 4.1 below;
- 3.4.1 will comply with any reasonable instructions given to it by the District Council for the purpose of ensuring that the Play & IOS Areas are laid out, landscaped and equipped in accordance with the approved Play & IOS Areas Scheme respectively;
- 3.4.2 in the event of transfer of any Play & IOS Areas to the District Council and unless otherwise agreed in writing between the District Council and the Owner, following the issuing of any Practical Completion Certificate will provide an unrestricted right of access to that Play & IOS Area and (if access cannot be gained by or over public highways) over an appropriate part of the Site such part and route for access as may be defined by agreement between the Owner and the District Council for the purpose of maintaining that Play & IOS Area PROVIDED THAT the access to that Play & IOS Area shall only be required to be suitable for occasional access by maintenance vehicles and will not have to comply with any highway adoption criteria nor will access have to be afforded over tarmaced access tracks; and
- 3.4.3 will provide to the District Council for each and every LAP, LEAP and NEAP prior to the inspection required for the purposes of securing a Practical Completion Certificate, a RoSPA post installation report and Risk Assessment for that LAP, LEAP or NEAP (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 each LAP, LEAP and NEAP annually until the date of transfer in accordance with paragraph 4.1 below none of which RoSPA reports shall be more than 11 (eleven) months old at the date they are provided to the District Council (unless otherwise agreed in writing between the District Council and the Owner).
- 3.5 IT IS AGREED THAT in the event the Owner offers to transfer the Play & IOS Areas to the District Council, the District Council shall be obliged to accept the offer of such transfer PROVIDED THAT both a Final Certificate for each of the Play & IOS Areas has been provided to the District Council and a satisfactory RoSPA for each LAP, LEAP and NEAP has also been provided to the District Council.
- 3.6 In the event any Play & IOS Area is to be transferred to the Management Company or the Owner rather than the District Council the Owner will prior to the first Practical Completion Certificate being issued in relation to that Play & IOS Area, submit the relevant Management Scheme to the District Council for approval (where such scheme has been submitted it shall be deemed approved where there is no

response from the District Council within six (6) weeks of receipt of the scheme by the District Council) PROVIDED THAT any of the approved Management Schemes referred to above may be amended at any time throughout the lifetime of the Development by the Owner submitting a revised scheme to the District Council for approval or deemed approved (where such scheme has been submitted it shall be deemed approved where there is no response from the District Council within six (6) weeks of receipt of the scheme by the District Council);

3.6.1 will provide an unrestricted right of access for the general public to each and every Play Area at all times following the issue of a Practical Completion Certificate (unless otherwise agreed in writing between the District Council and the Owner) and in the case of a LAP, LEAP or NEAP following a RoSPA post installation report and risk assessment having been obtained for that area PROVIDED THAT the use of and access to the Play Areas may be restricted in the following circumstances:

- (a) in the event of emergency such that access and use by the general public should be prevented for reasons of health and safety or security alerts for any period as may be appropriate in the circumstances without prior written approval of the District Council, and
- (b) in the event of any works needing to be undertaken which would necessitate as a direct result of the said works, access and use by the general public being prevented provided that if such closure is to last longer than seven (7) Working Days in order to ensure effective completion of the works then the Owner shall first obtain the District Council's prior written approval (the District Council shall not unreasonably withhold or delay such approval) to the closure SAVE THAT in the event such closure is required for a period in excess of seven (7) Working Days for health and safety or security alerts the Owner shall not be required to obtain the District Council's prior written approval
- (c) ejecting from or refusing access to such areas (or any part thereof) to any persons conducting themselves in any excessively noisy or disorderly manner or indecently behaving or causing any nuisance or annoyance;
- (d) closing the such areas (or any part thereof) during hours of darkness;

3.6.2 will not grant or cause or permit to be granted any rights or easements over the Play Areas or any part of them (save those that exist as at the date of this Deed) without the prior written consent of the District Council (such consent not to be unreasonably withheld or delayed) whether by way of discharging conditions pursuant to the Planning Permission or a Qualifying Permission or otherwise;

3.6.3 will on completion of the transfers referred to in paragraph 4.1 below hand over and assign to the District Council or the Management Company (as applicable depending on which take a

transfer of the relevant Play & IOS Areas) any suppliers or contractors' warranty relating to any play equipment and its installation on that Play Area;

- 3.6.4 will at all times prior to the issuing or deemed issue of any Practical Completion Certificate and upon reasonable notice permit the District Council's officers servants and agents to enter onto any necessary part of the Site and the Play & IOS Areas or any of them in order to afford them access to do so for the purpose of inspecting the laying out of the Play & IOS Areas (subject to the District Council's officers servants and agents complying with any requirements and measures on health and safety in operation on Site that the Owner consider is necessary before and during access and entry being permitted which may include first undertaking appropriate health and safety training of a reasonable duration which does not unreasonably delay inspections to ensure compliance with relevant requirements/or site induction).

4. TRANSFERS OF THE PLAY & IOS AREAS

- 4.1 Following issue of the relevant Final Completion Certificate for a Play & IOS Area, the Owner will (at its absolute discretion) EITHER:
- 4.1.1 arrange the transfer of the unencumbered freehold of the respective Play & IOS Area to the Management Company pursuant to the Owner's election under paragraph 2 of this Schedule;
OR
 - 4.1.2 deliver a Transfer (District Council) executed by the Owner as Transferor of the respective Play & IOS Area naming the District Council or such other person or body as the District Council directs as Transferee AND on the date of any transfer to the District Council (or as the District Council may direct) pay to the District Council or as the District Council may direct the relevant Commuted Sum OR
 - 4.1.3 in the case of any area of Incidental Open Space the Owner shall be entitled to transfer the unencumbered freehold of the area of Incidental Open Space to the owner of a Dwelling adjacent to that area of Incidental Open Space.
- 4.2 The Owner will continue to maintain the Play & IOS Areas pursuant to the relevant approved Management Scheme and the Landscape Technical Specification to the reasonable satisfaction of the District Council and maintain adequate public liability insurance for those areas until the date of completion of the transfer in paragraph 4.1 above.

5. OPEN SPACE

- 5.1 The Owner covenants with the District Council that it will:
- 5.1.1 not Implement the Development on any Parcel that contains any Open Space until there has been submitted in writing to and approved by the District Council (or deemed approved where such scheme has been submitted it shall be deemed approved where there is no response from the District Council within 6 weeks of receipt of the scheme by the District Council) the

Open Space Scheme for the Open Space on that Parcel (including a phasing programme) for the laying out landscaping and equipping of the Open Space;

- 5.1.2 carry out and complete the laying out landscaping and equipping (where applicable) of the Open Space in accordance with the approved Open Space Scheme and to the reasonable satisfaction of the District Council as evidenced by the issuing of a Practical Completion Certificate;
- 5.1.3 not cause or permit Occupation of more than (where Open Space forms part of a Parcel) 75% (or such higher percentage as may be agreed in writing by the District Council) of the Dwellings within the Parcel within which the Open Space is located until such part of the Open Space has been completed and laid out in accordance with the Open Space Scheme
- 5.1.4 maintain the Open Space in accordance with the Landscape Technical Specification and the relevant Management Scheme (if a Management Scheme has been prepared and approved) to the reasonable satisfaction of the District Council until the transfer referred to in paragraph 5.2 below is completed;
- 5.1.5 upon completion of the laying out and landscaping of the Open Space seek approval of the District Council by the issue of a Practical Completion Certificate and a Final Completion Certificate for these areas in accordance with the same procedure as applies to the Play & IOS Areas under paragraphs 3.2 and 3.4 of this Schedule;
- 5.1.6 not grant or cause or permit to be granted any new rights or easements over the Open Space or any part thereof (save those that exist as at the date of this Deed) without the prior written consent of the District Council (such consent not to be unreasonably withheld or delayed)
- 5.1.7 provide an unrestricted right of access for the general public to the Public Amenity Space and the New Woodland Area at all reasonable times following the issue of a Practical Completion Certificate for the Public Amenity Space or New Woodland Area PROVIDED THAT the use of and access to the Public Amenity Space or New Woodland Area may be restricted in in the following circumstances:
 - (a) in the event of emergency such that access and use by the general public should be prevented for reasons of health and safety or security alerts for any period as may be appropriate in the circumstances without prior written approval of the District Council;
 - (b) in the event of any works to the Public Amenity Space or New Woodland Area needing to be undertaken which would necessitate as a direct result of the said works, access and use by the general public being prevented provided that if such closure is to last longer than 7 Working Days in order to ensure effective completion of the works then the Owner shall first obtain the District Council's prior written approval (the District Council shall not unreasonably withhold or delay such approval) to the closure SAVE

THAT in the event such closure is required for a period in excess of 7 Working Days for health and safety or security alerts the Owner shall not be required to obtain the District Council's prior written approval;

- (c) ejecting from or refusing access to such areas (or any part thereof) to any persons conducting themselves in any excessively noisy or disorderly manner or indecently behaving or causing any nuisance or annoyance; and
- (d) closing the such areas (or any part thereof) during hours of darkness.

5.1.8 at all reasonable times and upon reasonable notice permit the District Council's officers servants and agents to enter onto any necessary part of the Site for the purpose of inspecting the Open Space (subject to the District Council's officers servants and agents complying with any requirements and measures on health and safety in operation on Site that the Owner considers is necessary before and during access and entry being permitted which may include first undertaking appropriate health and safety training of a reasonable duration which does not unreasonably delay inspections to ensure compliance with relevant requirements/or site induction).

5.2 Within two months of the issue of the relevant Final Completion Certificate for the Balancing Ponds, Ditches/Watercourses/Swales, New Woodland Area or Public Amenity Space, the Owner will at their absolute discretion EITHER:

5.2.1 arrange the transfer of the unencumbered freehold of the respective Open Space (including any Existing Hedgerows and Existing Mature Trees) to the Management Company or to a Statutory Undertaker (in relation to the Balancing Ponds and/or Ditches/Watercourses/Swales); OR

5.2.2 deliver a Transfer (District Council) executed by the Owner of the respective Open Space (including any Existing Hedgerows and Existing Mature Trees) to the District Council or such other person or body as the District Council directs AND on the date of any transfer to the District Council (or as the District Council may direct) pay to the District Council or as the District Council may direct the relevant Commuted Sum

5.3 The Owner will continue to maintain each and every part of the Open Space pursuant to the relevant approved Management Scheme for those areas and the Landscape Technical Specification to the reasonable satisfaction of the District Council and maintain adequate public liability insurance for those areas until the date of completion of the transfer in paragraph 5.1 above.

5.4 In the event any Open Space is to be transferred to the Management Company or the Owner retains such Open Space, prior to the first Practical Completion Certificate being issued in relation to each part of the Open Space to submit the Open Space Management Scheme(s) for that part of the Open Space to which the Practical Completion Certificate will relate for approval to the District Council (where such scheme has been submitted it shall be deemed approved where there is no response from the District

Council within 6 weeks of receipt of the scheme by the District Council) PROVIDED THAT any of the approved management schemes referred to above may be amended at any time throughout the lifetime of the Development by the Owner submitting a revised scheme to the District Council for approval or deemed approved (where such scheme has been submitted it shall be deemed approved where there is no response from the District Council within 6 weeks of receipt of the scheme by the District Council)

6. OTHER COVENANTS

- 6.1 In providing the Balancing Ponds, Ditches/Watercourses/Swales, New Woodland Area, Play Areas, and Public Amenity Space the Owner shall permit the Surveyor on reasonable notice to inspect such areas during Construction
- 6.2 The Owner covenants that
- 6.2.1 no Play Area shall be located on any part of the Approved Sustainable Urban Drainage for the Development unless the District Council agrees otherwise in writing;
- 6.2.2 no site compound or storage area for building equipment, heavy plant or machinery, lubricants, fuel or other chemicals or substances capable of contaminating land, or temporary or moveable structures shall be located, set up or stored on any area of the Site approved as Open Space without the prior written consent of the District Council which consent may be given subject to reasonable conditions to protect that area for its intended future use pursuant hereto
- 6.3 The parties agree that the Balancing Ponds and the Ditches/Water Courses/Swales will include the site of the Approved Sustainable Urban Drainage (or part of it) and the Public Amenity Space may include part of the Approved Sustainable Urban Drainage and the provisions of this Schedule shall be applied so that they do not prohibit restrict or adversely affect the Approved Sustainable Urban Drainage.
- 6.4 The parties agree that any requirement that the Public Amenity Space shall be made available for public access will be subject to the limitation that such access may be restricted to facilitate safe, effective and efficient maintenance of the Approved Sustainable Urban Drainage and shall only be restricted for the minimum time necessary therefor.

FIFTH SCHEDULE
COVENANTS WITH THE DISTRICT COUNCIL – SPORTS PITCHES

1. DEFINITIONS

1.1 In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):

Expression	Meaning
“As-Built Drawings”	means detailed plans and drawings showing the Sports Pitches in the form in which it has actually been constructed including details of drainage and levels
“Health and Safety File”	means a health and safety file prepared in accordance with the Construction (Design and Management) Regulations 2015
“Sports Pitches”	means the two adult-size sports pitches to be constructed on the Development in the approximate location as shown on the Parameters Plan and provided and maintained in accordance with the Sports Pitches Specification
“Sports Pitches Commuted Sum”	means the sum of Seventy Thousand One Hundred and Ninety Six Pounds (£70,196) for the maintenance of each of the Sports Pitches for a 15-year period
“Sports Pitches Specification”	means the specification according to which the Sports Pitches shall be laid approved pursuant to the relevant condition attached to the Planning Permission being generally in accordance with the Sport England Natural Turf Guidance (provided that (i) the minimum size of the sports pitches shall be 100 yards x 60 yards plus run off rather than the minimum stated in such guidance and (ii) the orientation of the sports pitches shall not necessarily comply with such guidance) or such other specification or guidance for the Sports Pitches as may be proposed by the Owner and approved by the District Council
“the Surveyor”	means the District Council’s surveyor or such other person or persons as shall be notified in writing by the District Council to the Owner and the Developer

2. COVENANTS

2.1 The Owner covenants with the District Council:

2.1.1 Not to Occupy more than 400 Dwellings or cause permit or allow more than 400 Dwellings to be Occupied prior to the Sports Pitches, in accordance with the Sports Pitches Specification, having been granted a Qualifying Permission by the District Council (or Secretary of State as the case may be). To complete and make ready for public use the Sports Pitches prior to the Occupation of 600 Dwellings and not to Occupy or cause permit or allow the Occupation of more than 600 Dwellings until the Sports Pitches have been completed and made ready for public use.

2.1.2 Not to allow or cause or permit to be allowed the laying of any services over under or through either or both of the Sports Pitches (which for the avoidance of doubt shall not apply to existing services and for the purposes of this paragraph the Sports Pitches shall only mean the actual playing surface area of the Sports Pitches):

2.1.3 At any time after the laying out of the Sports Pitches has been commenced;

(a) At any time prior to the laying out of the Sports Pitches without the prior written agreement of the District Council following submission of a plan showing the position and depth of the proposed services which agreement will only be given where the District Council is satisfied that:

- (i) there is no reasonable alternative location for those services;
- (ii) the laying of services beneath the Sports Pitches will not pose a risk to health and safety;
- (iii) the laying of services beneath the Sports Pitches will not result in any additional maintenance liability for the District Council;
- (iv) the laying of services over under or through the Sports Pitches will not affect the quality of the playing surfaces of the Sports Pitches;
- (v) no access chambers will be sited on the Sports Pitches.

2.1.4 To provide and maintain the Sports Pitches in accordance with the Sports Pitches Specification and in doing so comply with the requirements set out in paragraphs 2.2 to 2.9 below inclusive

2.2 The Owner shall permit the Surveyor on reasonable notice to inspect the Sports Pitches during the course of laying out of the Sports Pitches

2.3 The Owner shall

2.3.1 notify the District Council of completion of the laying out of the Sports Pitches and seek approval of the District Council by the issue of a Practical Completion Certificate for the Sports Pitches in accordance with the same procedure as applies to the Play & IOS Areas under paragraph 3.2 of the Fourth Schedule; and

2.3.2 following the issue of the Practical Completion Certificate continue to maintain the Sports Pitches until their transfer to the District Council.

2.4 Within 20 Working Days of the issue of the Practical Completion Certificate in respect of the Sports Pitches the Owners shall offer in writing to transfer to the District Council the Sports Pitches

2.5 For a period of 12 (twelve) months from the date of transfer of the Sports Pitches to the District Council to remedy any defects relating to materials and/or design construction and/or quality of workmanship which arise during that period and replace or repair any such items which in the opinion of the District Council are defective to the satisfaction of the District Council within a period of 30 (thirty) Working Days from the date the District Council notifies the Owners of such defect(s) (or such longer period as may be agreed by the Council in writing) PROVIDED THAT for the avoidance of doubt in expressing its opinion or satisfaction in relation to these matters the District Council shall act reasonably and normal wear and tear shall not give rise to a liability for defects under this paragraph

2.6 The Owners shall send the Surveyor a copy of any Practical Completion Certificate issued in respect of the Sports Pitches within five (5) Working Days of its receipt by the Owner

2.7 The Owners shall procure that the contractor employed to design or lay out the Sports Pitches shall prior to the transfer of the Sports Pitches to the District Council enter into a Deed of Warranty with the District Council in the form annexed at Appendix 6 or in such other form as may otherwise be agreed between the parties acting reasonably

2.8 The Owners shall hand over on the transfer of the Sports Pitches to the District Council the Health and Safety File and the As-Built Drawings and all manuals in relation to any equipment installed on the Sports Pitches

2.9 On the date of the transfer of the Sports Pitches to the District Council pursuant to paragraph 2.4 above the Owners shall pay to the District Council the Sports Pitches Commuted Sum

SIXTH SCHEDULE
COVENANTS WITH THE DISTRICT COUNCIL – PAVILION

1. DEFINITIONS

1.1 In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):

Expression	Meaning
“As-Built Drawings”	means detailed plans and drawings showing the Pavilion in the form in which it has actually been constructed
“Health and Safety File”	means a health and safety file prepared in accordance with the Construction (Design and Management) Regulations 2015
“Pavilion”	means the sports pavilion to serve the Sports Pitches to be constructed on the Development in the approximate location as shown on the Parameters Plan with the precise location to be determined through Qualifying Permissions and provided and maintained in accordance with the Pavilion Specification
“Pavilion Commuted Sum”	means the sum of Fifty Five Thousand and Eighty Four Pounds and Five Pence (£55,084.05) for the maintenance of the Pavilion for a 15-year period
“Pavilion Specification”	means the specification according to which the Pavilion shall be constructed annexed at Appendix 7 which shall include detailed designs and a programme of works of construction for the Pavilion
“the Surveyor”	means the District Council’s surveyor or such other person or persons as shall be notified in writing by the District Council to the Owners and the Developer

2. COVENANTS

2.1 The Owners covenant with the District Council:

- 2.1.1 To complete and make ready for public use the Pavilion prior to the Occupation of 600 Dwellings and not to Occupy or cause permit or allow the Occupation of more than 599 Dwellings until the Pavilion has been completed and made ready for public use.
- 2.1.2 To construct and equip the Pavilion in accordance with the Pavilion Specification and in doing so comply with the requirements of paragraphs 2.2 to 2.9 below.

- 2.2 The Owners shall permit the Surveyor on reasonable notice to inspect the Pavilion during the course of construction / fitting out of the Pavilion.
- 2.3 To notify the District Council of completion of the construction of the Pavilion and to seek approval of the District Council by the issue of a Practical Completion Certificate for the Pavilion in accordance with the same procedure as applies to the Play & IOS Areas under paragraph 3.2 of the Fourth Schedule
- 2.4 Following the issue of the Practical Completion Certificate to continue to maintain the Pavilion until its transfer to the District Council
- 2.5 Within 20 (twenty) Working Days of the issue of the Practical Completion Certificate in respect of the Pavilion to offer in writing to transfer to the District Council the Pavilion.
- 2.6 The Owners shall send the Surveyor a copy of any Practical Completion Certificate issued in respect of the Pavilion within five (5) Working Days of its receipt by the Owner.
- 2.7 The Owners shall procure that the architect and contractor employed to design and/or construct the Pavilion shall prior to the transfer of the Pavilion to the District Council enter into a Deed of Warranty with the District Council in the form annexed at Appendix 6 or in such other form as may otherwise be agreed between the parties acting reasonably.
- 2.8 The Owner shall hand over on the transfer of the Pavilion to the District Council the Health and Safety File and the As-Built Drawings and all manuals in relation to any equipment installed at the Pavilion.
- 2.9 For a period of 12 (twelve) months from the date of transfer of the Pavilion to the District Council to remedy any defects relating to materials and/or design construction and/or quality of workmanship which arise during that period and replace or repair any such items which in the opinion of the District Council are defective to the satisfaction of the District Council within a period of 30 (thirty) Working Days from the date the District Council notifies the Owner of such defect(s) (or such longer period as may be agreed by the Council in writing) PROVIDED THAT for the avoidance of doubt in expressing its opinion or satisfaction in relation to these matters the District Council shall act reasonably and normal wear and tear shall not give rise to a liability for defects under this paragraph.
- 2.10 On the date of the transfer of the Pavilion to the District Council pursuant to paragraph 2.5 above the Owner shall pay to the District Council the Pavilion Commuted Sum.

SEVENTH SCHEDULE
COVENANTS WITH THE DISTRICT COUNCIL – COMMUNITY FACILITY

1. DEFINITIONS

1.1 In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):

Expression	Meaning
“As-Built Drawings”	means detailed plans and drawings showing the Community Facility in the form in which it has actually been constructed
“Community Facility”	means a community hall with enclosed garden and car parking built in accordance with the Community Facility Specification and which shall be of a size being approximately 600sqm GIA
“Community Facility Commuted Sum”	means the sum of Two Hundred and Ninety Eight Pounds and Eighty Eight Pence per square metre (£298.88/m ²) of GIA for the maintenance of the Community Facility for a 15-year period
“Community Facility Specification”	means the specification according to which the Community Facility shall be constructed annexed at Appendix 8
“Gladman Development”	means the development on land to the eastern side of the Site for which planning permission was granted under ref. no. 15/01326/OUT following an application by Gladman Developments Limited or any Successor Permission the implementation of such development being subject to obligations contained in a unilateral undertaking given to and enforceable by the District Council and the County Council pursuant to Section 106 of the Act dated 20th November 2017 and given by the Trustees of the Adderbury Feoffee Charity and the Oxford Diocesan Board of Finance or such other planning obligation made pursuant to Section 106 of the Act in relation to a Successor Permission requiring the payment of a contribution towards a ‘Community Facility’ (as therein defined) otherwise than as part of the Gladman Development
“GIA”	means the gross internal floor area being the area of the building measured to the internal face of the perimeter walls
“Health and Safety File”	means a health and safety file prepared in accordance with the Construction (Design and Management) Regulations 2015

Expression	Meaning
“Redrow Development”	means the development on land to the north-western side of the Site which was granted outline planning permission with ref. nos. 14/01188/OUT and planning permission pursuant to s73 of the Act under reference 16/00597/F or any Successor Permission the implementation of such development being subject to obligations contained in an agreement made with and enforceable by the District Council and the County Council dated 10th November 2015 and with Mark Christopher Horgan pursuant to (inter alia) Section 106 of the Act or such other planning obligation made pursuant to Section 106 of the Act in relation to a Successor Permission requiring the payment of a contribution towards new community facilities otherwise than as part of the Redrow Development
“Secretary of State”	means the Secretary of State for Housing Communities and Local Government or any successor office from time to time that is designated for the purposes of the Act
“Successor Permission”	means any full outline or hybrid planning permission or a planning permission pursuant to Section 73 of the Act submitted by any party with an interest in the Gladman Development or the Redrow Development relating to the relevant sites
“the Surveyor”	means the District Council’s surveyor or such other person or persons as shall be notified in writing by the District Council to the Owner and the Developer

2. COVENANTS

2.1 The Owner covenants with the District Council:

- 2.1.1 not to Occupy or cause permit or allow to be Occupied more than 199 Dwellings until a Qualifying Application for the Community Facility has been submitted to the District Council with any such Qualifying Application to include:
- (a) a detailed specification of the Community Facility incorporating the items listed in the Community Facility Specification; and
 - (b) detailed designs; and
 - (c) a programme of works.

- 2.1.2 and to thereafter continue to use reasonable endeavours (including, if so advised, the pursuit of an appeal against refusal of permission to the Secretary of State) to secure a Qualifying Permission for the Community Facility.
- 2.1.3 to construct and equip the Community Facility in accordance with the Community Facility Specification and design and programme of works approved under paragraph 2.1.1 above and in doing so comply with the requirements of paragraphs 2.2 to 2.7 below
- 2.1.4 to complete and make ready for public use the Community Facility prior to the Occupation of 500 Dwellings and not to Occupy or cause permit or allow the Occupation of more than 499 Dwellings until the Community Facility has been completed and made ready for public use.
- 2.1.5 to notify the District Council of completion of the construction of the Community Facility and to seek approval of the District Council by the issue of a Practical Completion Certificate for the Community Facility in accordance with the same procedure as applies to the Play & IOS Areas under paragraph 3.2 of the Fourth Schedule
- 2.1.6 following the issue of the Practical Completion Certificate to continue to maintain the Community Facility until its transfer to the District Council.
- 2.2 The Owner shall permit the Surveyor on reasonable notice to inspect the Community Facility during the course of construction / fitting out of the Community Facility.
- 2.3 The Owner shall send the Surveyor a copy of any Practical Completion Certificate issued in respect of the Community Facility within five (5) Working Days of its receipt by the Owner
- 2.4 Within 20 (twenty) Working Days of issue of the Practical Completion Certificate for the Community Facility the Owner will offer to transfer to the District Council the Community Facility
- 2.5 On the date of the transfer of the Community Facility to the District Council pursuant to paragraph 2.4 above the Owner shall pay to the District Council the Community Facility Commuted Sum
- 2.6 For a period of 12 (twelve) months from the date of transfer of the Community Facility to the District Council to remedy any defects relating to materials and/or design construction and/or quality of workmanship which arise during that period and replace or repair any such items which in the opinion of the District Council are defective to the satisfaction of the District Council within a period of 30 (thirty) Working Days from the date the District Council notifies the Owner of such defect(s) (or such longer period as may be agreed by the Council in writing) PROVIDED THAT for the avoidance of doubt in expressing its opinion or satisfaction in relation to these matters the District Council shall act reasonably and normal wear and tear shall not give rise to a liability for defects under this paragraph

- 2.7 The Owner shall procure that the architect and contractor employed to design and/or construct the Community Facility shall prior to the transfer of the Community Facility to the District Council enter into a Deed of Warranty with the District Council in the form annexed at Appendix 6 or in such other form as may otherwise be agreed between the parties acting reasonably
- 2.8 The Owner shall hand over on the transfer of the Community Facility to the District Council the Health and Safety File and the As-Built Drawings and all manuals in relation to any equipment installed at the Community Facility.
- 2.9 In the event that the District Council receives contributions from the developers of the Redrow Development and/or the Gladman Development pursuant to the planning obligations given in respect thereof towards the provision and/or land costs of a community facility at any time either prior to or post commencement of the Development then such contributions shall be used towards paying for the provision of the Community Facility meaning that the following contributions will be paid by the District Council to the Owner within six (6) weeks of their receipt respectively by the District Council:
- 2.9.1 All of the monies received by the District Council in respect of the Gladman Development towards the provision and/or land costs of a community facility; and
- 2.9.2 78% (seventy eight per cent) of the monies received by the District Council in respect of the Redrow Development towards the provision and/or land costs of a community facility

EIGHTH SCHEDULE
COVENANTS WITH THE DISTRICT COUNCIL – LOCAL CENTRE

1. DEFINITIONS

In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):

Expression	Meaning
“Design Code”	means the design code approved by the District Council in accordance with the conditions attached to the Planning Permission and any variation thereto agreed by the District Council
“GIA”	means Gross Internal Area
“Local Centre”	a development of part of the Site which includes Use Class A1 (as defined in the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended)) such use to include a convenience store of between 250sqm and 500sqm GIA (unless otherwise proposed by the Owner and agreed in writing by the District Council) in addition to a minimum of three other units (in a combination of Use Classes A1; A2; A3; A4; A5 or D1 as defined in the above Order and as determined by a relevant Qualifying Permission) which shall occupy an area of the Site approved by the District Council in the approximate position shown on the Masterplan.
“Marketing Strategy”	means the marketing strategy for the Local Centre set out in paragraph 3 of this Schedule

2. COVENANTS

2.1 The Owner covenants with the District Council as follows:

2.1.1 Not to Occupy or cause permit or allow to be Occupied any Dwelling until the parameters for the Local Centre have been submitted to the District Council for approval and duly approved in order to inform the marketing of the Local Centre and such parameters shall include plans showing details of the following:

- (a) the location and extent of the land to be occupied by the Local Centre
- (b) an indication of the uses within the Local Centre;
- (c) an indication of the amount of development proposed for each use;

- (d) an indicative block plan layout, including car parking arrangement;
- (e) scale parameters to give an indication of height limits; and
- (f) indicative access points.

2.2 The Owner covenants with the District Council:

- 2.2.1 to market the Local Centre in accordance with the Marketing Strategy (contained in paragraph 3 below) from the date of first Occupation of any Dwelling for a period of six (6) years from that date
- 2.2.2 not to cause permit or allow the Local Centre to be used other than for uses falling within those set out in the definition of 'Local Centre' unless otherwise agreed in writing by the District Council

3. MARKETING STRATEGY

The approach to marketing the Local Centre shall be as follows:

3.1 Prior to or on the first Occupation of the first Dwelling the Owner will:

- 3.1.1 submit a draft of all marketing material and sales literature to the District Council which shall bring together all relevant information usually required by potential purchasers/lessees including information from the Masterplan, the Design Code and any relevant Qualifying Permissions regarding the requirements for the Site and the surrounding area together with a statement detailing how the Local Centre is to marketed;
- 3.1.2 take account of any comments made or amendments suggested by the District Council that are submitted to the Owner within 15 (fifteen) Working Days of the submission of the draft referred to in paragraph 3.1.1 above and submit a further draft to the District Council after having considered such comments or suggestions AND FOR THE AVOIDANCE OF DOUBT this paragraph requires the Owner to resubmit a draft only once and does not permit the District Council to insist that further comments or suggestions are received by the Owner;
- 3.1.3 (subject to obtaining any necessary permissions) erect a board in a prominent position visible from approach roads to the Site confirming that the proposed units at the Local Centre ("the Local Centre Units") will be available for sale/lease and will have available the sales literature referred to in para 3.1.1 above (which shall bring together all relevant information usually required by potential purchasers/lessees including information from the Masterplan, the Design Codes and any relevant Qualifying Permissions regarding the requirements for the Site and the surrounding area; and

- 3.2 Within a period of one (1) month from the submission of the sales literature as set out in para 3.1.1 above, submit in writing to the District Council details of who the Owner intends to market the Local Centre Units to and within two (2) months the Owner shall have written to those parties including the sales literature. The District Council will be entitled to nominate additional parties to which the sales literature shall be sent.
- 3.3 Twelve months after the first Occupation of the any Dwelling and thereafter on each 12 (twelve) month anniversary until either all the Local Centre Units are sold/leased or the end of the relevant marketing period (as defined in paragraph 2.2.1 above of this Schedule) ends, the Owner shall write to the District Council notifying them of progress over the preceding 12 (twelve) months including the outcome of the marketing and the terms of any offers received and progressed and any offers received but not progressed and reasons why the offers were not progressed. The twelve-monthly report will confirm to whom the Owner intends to market each of the Local Centre Units over the coming 12 (twelve) months and the District Council will be entitled to nominate additional parties to whom the sale literature shall be sent.
- 3.4 The Owner will be required to keep the sales literature up to date.
- 3.4.1 If 14 (fourteen) months before the end of the relevant marketing period (as defined in paragraph 2.2.1 of this Schedule) no potential purchaser/lessee/occupier has been identified for the Local Centre Units the District Council and the Owner will co-operate to identify whether other forms of marketing initiatives are likely to be more efficient in bringing the site to the attention of potential purchasers and developers and the Owner will implement for a final 12 (twelve) month period additional initiatives reasonably suggested by the District Council (which may include advertisements in national and/or local publications or trade papers or the appointment of a national and local agent).
- 3.4.2 None of the above will prevent the Owner disposing of one or more of the Local Centre Units to a purchaser who is identified or identifies themselves other than as a result of this marketing process.
- 3.4.3 If by the date of the expiry of the six year period referred to in paragraph 2.2.1 above notwithstanding the fact that marketing has been and the District Council is satisfied that it has been demonstrably carried out in accordance with the Marketing Strategy and reasonable endeavours have been used to identify occupiers for the Local Centre Units or any one or more of them and to agree reasonable terms with them no occupier has not been identified in respect of any Local Centre Unit or where an occupier has been identified and reasonable endeavours have been used and terms have not been agreed within six (6) months of the date on which such occupier was identified then the obligations in this Schedule shall cease to be of any force or effect in relation to that Local Centre Unit.

NINTH SCHEDULE
COVENANTS WITH THE DISTRICT COUNCIL – CONTRIBUTIONS

1. DEFINITIONS

1.1 In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):

Expression	Meaning
“Burial Site Contribution”	<p>means a sum (Index Linked) to be paid towards the Burial Site Purposes calculated in accordance with the following formula:</p> <p>For each:</p> <p>1 Bedroomed Unit£5.77</p> <p>2 Bedroomed Unit£8.34</p> <p>3 Bedroomed Unit£12.99</p> <p>4 + Bedroomed Unit£17.86</p>
“Burial Site Purposes”	<p>means the provision of new or extension of existing burial facilities and their maintenance within the Banbury area</p>
“Contributions”	<p>means together the Burial Site Contribution the Off-Site Indoor Sports Facilities Contribution and the Thames Valley Police Contribution</p>
“Off-Site Indoor Sports Facilities Contribution”	<p>means a sum (Index Linked) to be paid towards the Off-Site Indoor Sports Facilities Purposes in accordance with the following formula:</p> <p>For each:</p> <p>1 Bedroomed Unit.....£345.47</p> <p>2 Bedroomed Unit.....£499.31</p> <p>3 Bedroomed Unit.....£777.31</p> <p>4 + Bedroomed Unit.....£1068.80</p>
“Off-Site Indoor Sports Facilities Purposes”	<p>means the expansion of Spiceball Leisure Centre, Banbury</p>
“Thames Valley Police Contribution”	<p>means the sum of One Hundred and Forty Three Pounds and Sixty Three Pence (£143.63) per Dwelling (Index Linked) to be paid towards the Thames Valley Police Purposes</p>

Expression	Meaning
“Thames Valley Police Purposes”	<p>means the following purposes:</p> <ul style="list-style-type: none"> • Set up costs of two additional officers to work within the Banbury Neighbourhood team; • Set up costs of an additional member of staff to work within the Banbury Neighbourhood team; • Programme of building works to be undertaken at Banbury Police Station over the next five – eight years; • Purchase of a patrol vehicle for use within the Banbury Neighbourhood Area; • Purchase of two mobile IT kits (and one additional mobile IT kit) for officers working within the Banbury Neighbourhood team; • Purchase of two ANPR cameras to be located on or adjacent to the Site.

2. COVENANTS

2.1 The Owner covenants with the District Council:

2.1.1 to pay the Burial Site Contribution applicable to a Parcel (calculated by reference to the number and size of Dwellings in that Parcel) to the District Council prior to the Occupation of fifty per cent (50%) of the Dwellings in that Parcel and not to Occupy or cause permit or allow more than fifty per cent (50%) of the Dwellings in a Parcel to be Occupied prior to having paid the Burial Site Contribution applicable to that Parcel (calculated by reference to the number and size of Dwellings in that Parcel) to the District Council;

2.1.2 to pay the Off-Site Indoor Sports Facilities Contribution in accordance with the following arrangements:

- (a) fifty per cent (50%) of the Off-Site Indoor Sports Facilities Contribution applicable to a Parcel (calculated by reference to the number and size of Dwellings in that Parcel) prior to the Occupation of any Dwelling on that Parcel within the Development and not to Occupy or cause permit or allow the Occupation of any Dwelling on a Parcel prior to having paid fifty per cent (50%) of the Off-Site Indoor Sports Facilities Contribution applicable to that Parcel (calculated by reference to the number and size of Dwellings in that Parcel); and
- (b) the remaining fifty per cent (50%) of the Off-Site Indoor Sports Facilities Contribution applicable to a Parcel (calculated by reference to the number and size of Dwellings in that Parcel) prior to the Occupation of more than fifty per cent (50%) of the Dwellings on that Parcel within the Development and not to Occupy or cause permit or allow the

Occupation of more than fifty per cent (50%) of the Dwellings on a Parcel prior to having paid the remaining fifty per cent (50%) of the Off-Site Indoor Sports Facilities Contribution applicable to that Parcel (calculated by reference to the number and size of Dwellings in that Parcel)

2.2 to pay the Thames Valley Police Contribution in the following proportions:

2.2.1 fifty per cent (50%) of the Thames Valley Police Contribution applicable to a Parcel (calculated by reference to the number of Dwellings in that Parcel) shall be paid to the District Council prior to Implementation on that Parcel and the Owner covenants that it shall not Commence nor cause permit or allow Implementation on a Parcel prior to it having paid to the District Council fifty per cent (50%) of the Thames Valley Police Contribution applicable to that Parcel (calculated by reference to the number of Dwellings in that Parcel);

2.2.2 fifty per cent (50%) of the Thames Valley Police Contribution applicable to a Parcel (calculated by reference to the number of Dwellings in that Parcel) shall be paid to the District Council prior to the Occupation of fifty per cent (50%) of that Parcel and the Owner covenants that it shall not Occupy nor cause permit or allow the first Occupation of more than fifty per cent (50%) of a Parcel prior to it having paid to the District Council fifty per cent (50%) of the Thames Valley Police Contribution applicable to that Parcel (calculated by reference to the number of Dwellings in that Parcel)

2.3 The calculation of the number of Dwellings within a Parcel shall be made by reference to the Reserved Matters approval or approvals of any further Qualifying Permissions for that Parcel and

2.3.1 if more than one Reserved Matters approval or Qualifying Permission the approval or approvals that is or are Implemented;

2.3.2 if after Implementation of development permitted by a Reserved Matters Approval or a Qualifying Permission the Contributions have been paid and were calculated on the lesser number of Dwellings there is then a further Reserved Matters approval or a Qualifying Permission granted resulting in more Dwellings being permitted to be Constructed on that Parcel the Owner shall on the approval of the Reserved Matters Approval or Qualifying Permission pay or secure the payment to the District Council of the difference between the sum already paid and the sum calculated by reference to the higher number of Dwellings now permitted on that Parcel

TENTH SCHEDULE
COVENANTS WITH DISTRICT COUNCIL – ALLOTMENTS

1. DEFINITIONS

In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed):

Expression	Meaning
“Allotments”	means an area of land within the Development (approximately 0.9ha in size), the exact location to be determined through Qualifying Permissions and the design and specification of which will be set out in the Allotments Specification, that will be transferred to the District Council to be used by the local community for allotments
“Allotments Commuted Sum”	means the sum of Four Pounds and Twenty Two Pence (£4.22) m ² Index Linked for the future maintenance and management of the Allotments for a 15-year period
“Allotments Specification”	means the specification which sets out the location and outline design for the Allotments attached at Appendix 9
“the Surveyor”	means the District Council’s Landscape Services Manager or such other person or persons as shall be notified in writing by the District Council to the Owner and the Developer

2. COVENANTS

2.1 The Owner covenants with the District Council:

- 2.1.1 To complete and make ready for public use the Allotments prior to the Occupation of 600 Dwellings and not to Occupy or cause permit or allow the Occupation of more than 600 Dwellings until the Allotments have been completed and made ready for public use.
- 2.1.2 To provide and maintain the Allotments in accordance with the Allotments Specification and in doing so comply with the requirements set out in paragraphs 2.2 to 2.5 below
- 2.1.3 To notify the District Council of completion of the laying out of the Allotments and to seek approval of the District Council by the issue of the Practical Completion Certificate for the Allotments in accordance with the same procedure as applies to the Play & IOS Areas under paragraph 3.2 of the Fourth Schedule.

- 2.2 The Owner shall permit the Surveyor on reasonable notice to inspect the Allotments during the course of laying out of the Allotments
- 2.3 The Owner shall send the Surveyor a copy of any Practical Completion Certificate issued in respect of the Allotments within five (5) Working Days of its receipt by the Owner
- 2.4 Following the issue of the Practical Completion Certificate to continue to maintain the Allotments until their transfer to the District Council.
- 2.5 Within twenty (20) Working Days of the issue of the Practical Completion Certificate in respect of the Allotments to offer to transfer to the District Council the Allotments in accordance (or substantially in accordance with) the form of the Transfer annexed to this Deed subject only to such amendments as shall be proposed or agreed with the District Council acting reasonably. On the date of the transfer of the Allotments to the District Council pursuant to this paragraph the Owner shall pay the Allotments Commuted Sum to the District Council

ELEVENTH SCHEDULE
COVENANTS WITH DISTRICT COUNCIL – PERMISSIVE BRIDLEWAY

1. DEFINITIONS

In this Schedule the term 'Permissive Bridleway' shall mean the permissive bridleway running through the Site and being part of the Open Space in the approximate alignment marked as a pink-dashed line on the plan attached to this Deed at Appendix 10 which is to meet the boundary with the Gladman Development (as defined in the Seventh Schedule) at a point between co-ordinates E445425, N238224 and E445428, N238239

2. COVENANTS

The Owner covenants with the District Council:

- 2.1 Not to commence construction of the Permissive Bridleway until there has been submitted to and approved in writing by the District Council a specification (including the type of surface and verge landscaping) and drawings for the Permissive Bridleway (including dimensions and construction details) ("the Approved Permissive Bridleway Specification")
- 2.2 Not to Occupy or cause permit or allow the Occupation of more than 600 Dwellings before completion of the construction of the Permissive Bridleway in accordance with the Approved Permissive Bridleway Specification PROVIDED THAT for the avoidance of doubt the Permissive Bridleway may be completed in a number of phases
- 2.3 If the Permissive Bridleway is to be transferred to the Management Company as part of the Open Space transfer provisions then:
- 2.3.1 the Permissive Bridleway shall be made available for public use on foot or horse in perpetuity other than for one day a year when it may be closed or other period where temporary closure is required for maintenance and/or repair;
- 2.3.2 the Permissive Bridleway shall be maintained in good and substantial repair and condition to the reasonable satisfaction of the District Council without any costs to the District Council and such maintenance will be carried out with minimum disturbance to users

PROVIDED THAT for the avoidance of doubt if the Permissive Bridleway is transferred to the District Council as part of the Open Space transfer provisions then the obligations in this paragraph 2.3 shall cease to bind the Owner after such transfer

**TWELFTH SCHEDULE
DISTRICT COUNCIL'S COVENANTS**

1. REPAYMENT OF CONTRIBUTIONS

- 1.1 The District Council hereby covenants with the Owner to use all sums received under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.
- 1.2 The District Council covenants with the Owner that following written request from the Owner or other party/entity that made the relevant payment to the District Council that it will pay to the party that made that relevant payment to the District Council such amount of any payment made 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 (10) years of the Due Date or the date of receipt (if later) by the District Council of such payment and:
- 1.2.1 Any contribution or part of a contribution which the District Council has unconditionally contracted to expend prior to the date of receipt of such written request shall be deemed to have been expended by the District Council prior to that date.
- 1.2.2 If capital works have been carried out then commuted sums for maintenance will not be returnable under this paragraph.
- 1.3 The District Council shall provide to the Owner or other party/entity that made the relevant payment such evidence, as the Owner or other party/entity shall reasonably require in order to confirm the expenditure of the sums paid under this Deed upon a written request by the Owner or other party/entity such request not to be made more than once in any year.

2. OPEN SPACE AND PLAY & IOS AREAS

The District Council will complete any duly executed Transfer delivered to it pursuant to the provisions of the Fourth Schedule.

3. DISCHARGE OF OBLIGATIONS

At the written request of the Owner 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

4. THAMES VALLEY POLICE CONTRIBUTION

The District Council covenants with the Owner that it shall, on receipt of each tranche of the Thames Valley Police Contribution (such tranche being 25% (twenty five per cent) of the total Thames Valley

Police Contribution) pay such tranche to Thames Valley Police and shall provide written confirmation to the Owner of such payment.

5. AFFORDABLE HOUSING SCHEME

The District Council covenants with the Owner that it shall not accept any request to amend the Affordable Housing Parcel Scheme unless it is made by the Owner (or any other person or body nominated by the Owner).

6. MANCO DEFAULT ESCROW ACCOUNT AND MANCO MAINTENANCE ESCROW ACCOUNT

The District Council Covenants with the Owner that it shall not take any action to enforce the terms of the Fourth Schedule without having given written notice to the Management Company stating the nature of the breach, the steps required to remedy the breach, and a reasonable time period for remedying the breach and shall afford the Management Company the opportunity to remedy the breach in accordance with the steps and time period in the written notice.

7. GLADMAN DEVELOPMENT AND REDROW DEVELOPMENT

The District Council covenants with the Owner that in relation to paragraph 2.9 of the Seventh Schedule to this Deed it shall take all reasonable steps to enforce any planning obligation relating to the payment of contributions towards the provision of the Community Facility contained in any agreement made pursuant to Section 106 of the Act in relation to the Gladman Development (as defined in the Seventh Schedule) and the Redrow Development (as defined in the Seventh Schedule) and shall not agree to vary the provisions of such agreements made pursuant to Section 106 of the Act which relate to the payment of contributions towards the provision of the Community Facility

**THIRTEENTH SCHEDULE
COUNTY CONTRIBUTIONS**

PART 1

PRELIMINARIES

1. INTERPRETATION

In this Schedule in addition to the definitions provided in Clause 1 of this Deed the following words and phrases shall have the following meanings and where a word is defined in Clause 1 of this Deed and also in this paragraph the meaning given in this paragraph shall be applied for the purposes of this Schedule:-

“Completion of the Spine Road” means that the Spine Road is completed to binder course level (but with iron work flush with the binder course) to the satisfaction of the County Council and it is open to vehicular and pedestrian traffic (including buses) and ‘Complete’ and ‘Completed’ shall be construed accordingly

2. THE PARTIES ACKNOWLEDGE AND AGREE THAT:

- 2.1 Part 2 and Part 3 of this Thirteenth Schedule require the Owner to pay the same contributions in respect of the Development; and,
- 2.2 Part 2 and Part 3 of this Thirteenth Schedule require the Owner to pay the same contributions at the same time to the County Council until the Occupation of the 650th Dwelling; and,
- 2.3 that only Part 2 OR Part 3 of this Thirteenth Schedule is to be enforceable against the Owner in respect of the Development and that accordingly:
- 2.3.1 The Owner covenants with the County Council to comply with Part 2 of this Thirteenth Schedule unless and until the Spine Road has been Completed AND not more than 649 Dwelling on the Site have been Occupied
- 2.3.2 The Owner covenants with the County Council that in the event that Completion of the Spine Road occurs prior to the Occupation of the 649th Dwelling on the Site to be Occupied then it will comply with Part 3 of this Thirteenth Schedule
- 2.4 The County Council covenants with the Owner that in the event that the Completion of the Spine Road occurs prior to the Occupation of the 649th Dwelling on the Site to be Occupied that it will apply Part 3 of this Thirteenth Schedule from that point onwards and will not seek to enforce Part 2 of this Thirteenth Schedule

PART 2 –

PRIOR TO COMPLETION OF THE SPINE ROAD (WHERE THE 750 DWELLING CAP APPLIES)

1. INTERPRETATION

In this Schedule in addition to the definitions provided in Clause 1 of this Deed the following words and phrases shall have the following meanings and where a word is defined in Clause 1 of this Deed and also in this paragraph the meaning given in this paragraph shall be applied for the purposes of this Schedule:-

Expression	Meaning
1.1. “Bus Infrastructure Contribution”	<p>means the sum of Fifty Six Thousand Eight Hundred and Ninety Four Pounds (£56,894) Index Linked towards the provision of 7 bus stop poles and flags, contributions towards the provision of 5 bus shelters including their maintenance and the fitting of real time information displays to the existing bus shelter on the A361 Bloxham Road northbound payable in 3 instalments:</p> <ul style="list-style-type: none">• Bus Infrastructure Payment 1 (£34,234)• Bus Infrastructure Payment 2 (£11,330)• Bus Infrastructure Payment 3 (£11,330)
1.2. “Bus Service Contribution”	<p>means the sum of One Million Nine Thousand Seven Hundred and Twenty Pounds (£1,009,720) Index Linked toward the provision and improvement of bus services on routes along the A361 Bloxham Road and new bus service through the Development linking the development to Banbury Town Centre payable in five instalments comprising:</p> <ul style="list-style-type: none">• Bus Service Contribution Instalment 1 of £201,944• Bus Service Contribution Instalment 2 of £201,944• Bus Service Contribution Instalment 3 of £201,944• Bus Service Contribution Instalment 4 of £201,944• Bus Service Contribution Instalment 5 of £201,944
1.3. “Index Linked”	<ul style="list-style-type: none">• means in respect of the Primary School Contribution, the Secondary Education Contribution, the Special Educational Needs Contribution, any Infrastructure Supplemental Payments and any Primary Supplemental Payments adjusted according to any increase occurring between the first quarter of 2016 and the quarter period in which the relevant payment is paid (by reference to the index value for that quarter) in the BCIS PUBSEC (Price Index of Public Sector Building Non Housing) within the BCIS Public Sector Price and Cost Indices

Expression

Meaning

(on the basis of the "Extension of PUBSEC TPI") and made available through the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors or if at any time or for any reason it becomes impracticable to use this Index such alternative Index as may be agreed between the Owner and the County Council

- means in relation to the Bus Service Contribution and the Travel Plan Monitoring Contribution adjusted according to any increase occurring between February 2016 and the date payment is made to the Council in the All Items Retail Prices Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics
- in relation to the Bus Infrastructure Contribution, the Rights of Way Contribution and the Strategic Highway Contribution adjusted according to any increase occurring between February 2016 and the date when the relevant payment is made in a composite index comprised of the following indices of the BCIS Price Adjustment Formulae (Civil Engineering) 1990 Series as made available through the Building Cost Information Services (BCIS) of the Royal Institution of Chartered Surveyors weighted in the proportions below set out against each such index namely:

Index 1	Labour & Supervision	25%
Index 2	Plant & Road Vehicles	25%
Index 3	Aggregates	30%
Index 9	Coated Macadam & Bitumous Products	20%

or if at any time for any reason it becomes impracticable to compile the said composite index then an index compiled in such other manner as may be agreed in writing by the Owner and the County Council

1.4. "Infrastructure Contributions"

means together the Secondary Education Contribution and the Special Educational Needs Contribution

Expression	Meaning
1.5. “Infrastructure Contribution (Matrixed)”	means the sum of Four Million Two Hundred and Fifty Eight Thousand Five Hundred and Thirty Eight Pounds £4,258,538 Index Linked or if higher the Infrastructure Matrix Sum Index Linked applying the total number and type (size) of Dwellings comprised in the Development.
1.6. “Infrastructure Matrix Sum”	<p>means the sum calculated in accordance with the following formula:</p> <ul style="list-style-type: none"> • $(A \times W) + (B \times X) + (C \times Y) + (D \times Z)$ <p>When</p> <ul style="list-style-type: none"> • A means the number of 1 Bedroomed Dwellings; • B means the number of 2 Bedroomed Dwellings; • C means the number of 3 Bedroomed Dwellings; and • D means the number of 4 Bedroomed Dwellings; <p>and</p> <p>W, X, Y and Z are as set out in Annex A to this Schedule</p>
1.7. “Infrastructure Supplemental Payments”	<p>means the sum calculated as follows:-</p> <p>$\text{£}(M_i - P)$ Index Linked</p> <p>Where:</p> <p>M_i is the Infrastructure Matrix Sum applying the total number and type of Dwellings occupied at the relevant Return Date</p> <p>P is the aggregate of the payments in respect of the Infrastructure Contributions (and also any Infrastructure Supplemental Payments which have been paid to the County Council at the Infrastructure Supplemental Payment Return Date) which have been paid to the County Council at the relevant Return Date in all cases disregarding adjustments for index linking</p>
1.8. “Infrastructure Supplemental Payment Return Date”	means a Return Date where, by applying the information comprised in the Return for the Return Period ending on the day before the Return Date the Infrastructure Matrix Sum exceeds £4,258,538
1.9. “Primary School”	has the same meaning as it has in the Fourteenth Schedule

Expression	Meaning
1.10. “Primary School Contribution”	<p>means the sum of Five Million Seven Hundred and One Thousand Pounds Five Hundred and Nine Pounds (£5,701,509) Index Linked or if higher the Primary Matrix Sum Index Linked applying the total number and type (size) of Dwellings comprised in the Development towards the cost of providing a Primary School on the Site comprising:</p> <ul style="list-style-type: none"> • Primary School Instalment 1 being £570,151 • Primary School Instalment 2 being £3,420,905 • Primary School Instalment 3 being £1,710,453
1.11. “Primary Matrix Sum”	<p>means the sum calculated in accordance with the following formula: $(A \times Q) + (B \times R) + (C \times S) + (D \times T)$ When A means the number of 1 Bedroomed Dwellings; B means the number of 2 Bedroomed Dwellings; C means the number of 3 Bedroomed Dwellings; and D means the number of 4 Bedroomed Dwellings; and Q, R, S and T are as set out in Annex B to this Schedule</p>
1.12. “Primary Supplemental Payments”	<p>means the sum calculated as follows:- $\text{£}(M_p - P)$ Index Linked Where M_p is the Primary Matrix Sum applying the total number and type of Dwellings occupied at the relevant Return Date P is the aggregate of the payments in respect of the Primary Education Contribution (and also any Primary Supplemental payments which have been paid to the County Council at the Primary Supplemental Payment Return Date) which have been paid to the County Council at the relevant Return Date in all cases disregarding adjustments for index linking</p>
1.13. “Primary Supplemental Payment Return Date”	<p>means a Return Date where, by applying the information comprised in the Return for the Return Period ending on the day before the Return Date the Primary Matrix Sum exceeds Five Million Seven Hundred and One Thousand Five Hundred and Nine Pounds (£5,701,509)</p>

Expression	Meaning
1.14. “Return”	<p>means a written return made by the Owner to the County Council specifying</p> <ol style="list-style-type: none"> 1. The total number of Dwellings occupied during the Return Period and separately the total number of 1 Bedroomed Dwellings, 2 Bedroomed Dwellings, 3 Bedroomed Dwellings and 4 Bedroomed Dwellings so occupied; 2. The aggregate number of Dwellings which have been occupied at the end of the Return Period and separately the aggregate number of 1 Bedroomed Dwellings, 2 Bedroomed Dwellings, 3 Bedroomed Dwellings and 4 Bedroomed Dwellings comprised therein
1.15. “Return Dates”	<p>means the quarter days being the first day of January, first day of April, first day of July and first day of October in each year occurring after the Occupation of the first Dwelling until Returns have been made pursuant to paragraph 4 of this Schedule reporting the Occupation of all the Dwellings comprised in the Development</p>
1.16. “Return Period”	<p>means the period of three (3) months ending on the day before a Return Date but so that the first Return Period will be the period commencing on the Occupation of the first Dwelling and ending on the day before the following Return Day and the final Return Period will be the Return Period ending on the day before the Return Day next following the Occupation of the final Dwelling comprised in the Development</p>
1.17. “Rights of Way Contribution”	<p>means the sum of One Hundred and Thirty Nine Thousand Eight Hundred and Fifty Eight Pounds (£139,858) Index Linked towards off-site improvements to public rights of way within the vicinity of the Site providing links between the Site and local facilities and the surrounding countryside including Banbury bridleway 45, Bodicote bridleway 11, Bodicote footpath 16, Banbury footpath 40 and the Saltway</p>
1.18. “Secondary Education Contribution”	<p>means the sum of £4,065,585 (Four Million and Sixty Five Thousand Five Hundred and Eighty Five Pounds) Index Linked towards the expansion of capacity at Blessed George Napier Secondary School in Banbury payable in three instalments comprising</p>

Expression**Meaning**

- Secondary Education Instalment 1 of £406,559
 - Secondary Education Instalment 2 of £1,527,608
 - Secondary Education Instalment 3 of £2,131,418
- 1.19. **“Special Educational Needs Contribution”** means the sum of One Hundred and Ninety Two Thousand Nine Hundred and Fifty Three Pounds (£192,953) Index Linked towards the provision of special educational needs infrastructure at Frank Wise School Banbury
- 1.20. **“Strategic Highway Contribution”** means the sum of One Million, Two Hundred and Forty Four Thousand One Hundred and Twenty Five Pounds (£1,244,125) Index Linked towards the strategic transport schemes involving improvements along the bridge Street/Cherwell Street eastern corridor and the A361 Bloxham Road, Queensway, Springfield Avenue junction payable in three instalments comprising:
- Strategic Highway Instalment 1 of £500,000
 - Strategic Highway Instalment 2 of £400,00
 - Strategic Highway Instalment 3 of £344,125
- 1.21. **“Travel Plan Monitoring Contribution”** means the sum of Two Thousand Four Hundred and Eighty Pounds (£2,480) towards the monitoring of the framework travel plan for the Site payable

2. PAYMENT OF TRANSPORT CONTRIBUTIONS

The Owner covenants with the County Council:-

2.1 not to cause or permit:

- 2.1.1 the first Occupation of any Dwelling on the Site until they have paid the Travel Plan Monitoring Contribution and Bus Service Instalment 1 and Bus Infrastructure Payment 1 to the County Council and to pay the Travel Plan Monitoring Contribution and Bus Service Instalment 1 and Bus Infrastructure Instalment 1 to the County Council prior to the Occupation of the first Dwelling on the Site
- 2.1.2 the Occupation of more than 50 Dwellings on the Site until they have paid Bus Infrastructure Payment 2, Strategic Highway Instalment 1 and the Rights of Way Contribution to the County Council and to pay Bus Infrastructure Payment 2, Strategic Highway Instalment 1 and the Rights of Way Contribution to the County Council prior to the Occupation of the 50th Dwelling on the Site

- 2.1.3 the Occupation of more than 200 Dwellings until they have paid Bus Infrastructure Payment 3 to the County Council and to pay Bus Infrastructure Payment 3 to the County Council prior to the Occupation of the 200th Dwelling on the Site.
 - 2.1.4 the Occupation of more than 500 Dwellings on the Site until they have paid Strategic Highway Instalment 2 to the County Council and to pay Strategic Highway Instalment 2 to the County Council prior to the Occupation of the 500th Dwelling on the Site.
 - 2.1.5 the Occupation of more than 750 Dwellings on the Site until they have paid Strategic Highway Instalment 3 to the County Council and to pay Strategic Highway Instalment 3 to the County Council prior to the Occupation of the 750th Dwelling on the Site.
- 2.2 To pay the Bus Service Contributions to the County Council in Instalments as set out in paragraph 2.1 of this Schedule and in the following Instalments:
- 2.2.1 Bus Service Instalment 2 prior to the first Occupation of the 200th Dwelling on the Site or on the second anniversary of the Due Date for the payment set out in paragraph 2.1.1 above whichever is the earliest and not to occupy more than 200 Dwellings prior to the payment of Bus Service Instalment 2 to the County Council
 - 2.2.2 Bus Service Instalment 3 prior to the first Occupation of the 400th Dwelling on the Site or on the second anniversary of the Due Date for the payment set out in paragraph 2.2.1 above whichever is the earliest and not to occupy more than 400 Dwellings prior to the payment of Bus Service Instalment 3 to the County Council
 - 2.2.3 Bus Service Instalment 4 prior to the first Occupation of the 600th Dwelling on the Site or on the second anniversary of the Due Date for the payment set out in paragraph 2.2.2 above whichever is the earliest and not to occupy more than 600 Dwellings prior to the payment of Bus Service Instalment 4 to the County Council
 - 2.2.4 Bus Service Instalment 5 prior to the first Occupation of the 800th Dwelling on the Site or the date two years after the payment of Bus Service Instalment 4 as set out in paragraph 2.2.3 above whichever is the earliest and not to occupy more than 800 Dwellings prior to the payment of Bus Service Instalment 5 to the County Council

3. PAYMENT OF PRIMARY SCHOOL CONTRIBUTIONS

The Owner covenants with the County Council:

- 3.1 not to cause or permit Implementation until they have paid Primary School Instalment 1 to the County Council and to pay Primary School Instalment 1 to the County Council prior to Implementation
- 3.2 to pay Primary School Instalment 2 to the County Council on the transfer of the Primary School Site to the County Council in accordance with the Fourteenth Schedule and in the event of default not to continue with the Development (save for making any works already commenced safe wind and water

tight) or cause or permit any further Occupation at the Site beyond such time until they have paid Primary School Instalment 2 to the County Council

3.3 to pay Primary School Instalment 3 to the County Council on the date six (6) months after the date of payment of Primary School Instalment 2 (as set out in paragraph 3.2 above) and in the event of default not to continue with the Development (save for making any works already commenced safe wind and water tight) or cause or permit any further Occupation at the Site beyond such time until they have paid Primary School Instalment 3 to the County Council

3.4 to pay to the County Council within 14 (fourteen) days of each Primary Supplemental Payment Return Date a Primary Supplemental Payment calculated by applying the information comprised in the Return for the Return Period ending on the day before that Return Date

3.5 Subject to the terms of paragraph 5 below if the County Council reasonably considers that a Return Date is a Primary Supplemental Payment Return Date the relevant Primary Supplemental Payment shall be such sum as the County Council reasonably determines and the Due Date for payment of the relevant Primary Supplemental Payment shall be the Primary Supplemental Payment Return Date

4. PAYMENT OF INFRASTRUCTURE CONTRIBUTIONS

The Owner covenants with the County Council:-

4.1 not to cause the Occupation of more than 250 Dwellings on the Site until they have paid Secondary Education Instalment 1 to the County Council and to pay Secondary Education Instalment 1 to the County Council prior to the Occupation of more than 250 Dwellings on the Site

4.2 not to cause the Occupation of more than 400 Dwellings on the Site until they have paid Secondary Education Instalment 2 to the County Council and to pay Secondary Education Instalment 2 to the County Council prior to the Occupation of more than 400 Dwellings on the Site

4.3 not to cause the Occupation of more than 750 Dwellings on the Site until they have paid Secondary Education Instalment 3 and the Special Education Instalment to the County Council and to pay Secondary Education Instalment 3 and the Special Education Instalment to the County Council prior to the Occupation of more than 750 Dwellings on the Site

4.4 to pay to the County Council within 14 (fourteen) days of each Infrastructure Supplemental Payment Return Date an Infrastructure Supplemental Payment calculated by applying the information comprised in the Return for the Return Period ending on the day before that Return Date

5. COVENANTS (NOTIFICATION AND PROVISION OF INFORMATION)

- 5.1 The Owner covenants with the County Council that within 21 (twenty one) days of each Return Date it will make a Return to the Council
- 5.2 In the event that the County Council considers that the Owner may have failed to give notification of an event taking place in accordance with Clause 13.2.1 or if the Owner fails to make a Return within 21 (twenty one) days of any Return Date or makes a Return which appears to be incomplete:
- 5.2.1 the County Council may investigate whether the event has taken place and/or as applicable the number and type/size of Dwellings Occupied for the purpose of ascertaining whether or not any of the obligations or restrictions in this Deed has become operative and where there has been a breach of the obligations or restrictions in this Deed which is evident from such investigation the Owner will pay to the County Council the sum of Four Hundred and Fifty Pounds (£450) in respect of the costs of such investigation;
- 5.2.2 The Due Date for any payment due at or before a relevant event specified in Clause 13.2.1 takes place will be such date as the County Council reasonably selects; and
- 5.2.3 If the County Council reasonably considers that a Return Date is an Infrastructure Supplemental Payment Return Date and/or a Primary Supplemental Payment Return Date the relevant Primary Supplemental Payment and/or Infrastructure Supplemental Payment shall be such sum as the County Council reasonably determines and the Due Date for payment of the relevant Supplemental Payment shall be the Supplemental Payment Return Date
- 5.3 The provisions of this paragraph 5 shall be without prejudice to any other right or remedy of the County Council
- 5.4 If any payment to be made to the County Council further to this Deed is not paid on or before the Due Date for payment to pay Interest on the sum outstanding from the Due Date for payment to the date of payment

PART 3

POST-COMPLETION OF THE SPINE ROAD (WHERE THE 750 DWELLING CAP NO LONGER APPLIES)

1. INTERPRETATION

In this Schedule in addition to the definitions provided in Clause 1 of this Deed the following words and phrases shall have the following meanings and where a word is defined in Clause 1 of this Deed and also in this paragraph the meaning given in this paragraph shall be applied for the purposes of this Schedule:-

Expression	Meaning
1.1. “Bus Infrastructure Contribution”	<p>means the sum of Fifty Six Thousand Eight hundred and Ninety Four Pounds (£56,894) Index Linked towards the provision of 7 bus stops, poles and flags, contributions towards the provision of 5 bus shelters including their maintenance and the fitting of Real Time information displays to the existing bus shelter on the A361 Bloxham Road northbound payable in 3 instalments:</p> <ul style="list-style-type: none">• Bus Infrastructure Payment 1 (£34,234)• Bus Infrastructure Payment 2 (£11,330)• Bus Infrastructure Payment 3 (£11,330)
1.2. “Bus Service Contribution”	<p>means the sum of One Million Nine Thousand Seven Hundred and Twenty Pounds (£1,009,720) Index Linked toward the provision and improvement of bus services on routes along the A361 Bloxham Road and new bus service through the Development linking the development to Banbury Town Centre payable in two instalments comprising:</p> <ul style="list-style-type: none">• Bus Service Contribution Instalment 1 of £201,944• Bus Service Contribution Instalment 2 of £201,944• Bus Service Contribution Instalment 3 of £201,944• Bus Service Contribution Instalment 4 of £201,944• Bus Service Contribution Instalment 5 of £201,944
1.3. “Index Linked”	<ul style="list-style-type: none">• means in respect of the Primary School Contribution, the Secondary Education Contribution, the Special Educational Needs Contribution, any Infrastructure Supplemental Payments and any Primary Supplemental Payments adjusted according to any increase occurring between the first quarter of 2016 and the quarter period in which the relevant payment is paid (by reference to the index value for that quarter) in the BCIS PUBSEC (Price Index of Public Sector Building Non Housing) within the BCIS Public Sector Price and Cost Indices (on the basis of the “Extension of PUBSEC TPI”) and made available through the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors or if at any time or

Expression

Meaning

for any reason it becomes impracticable to use this Index such alternative Index as may be agreed between the Owner and the County Council

- means in relation to the Bus Service Contribution and the Travel Plan Monitoring Contribution adjusted according to any increase occurring between February 2016 and the date payment is made to the Council in the All Items Retail Prices Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics
- in relation to the Bus Infrastructure Contribution, the Rights of Way Contribution and the Strategic Highway Contribution adjusted according to any increase occurring between February 2016 and the date when the relevant payment is made in a composite index comprised of the following indices of the BCIS Price Adjustment Formulae (Civil Engineering) 1990 Series as made available through the Building Cost Information Services (BCIS) of the Royal Institution of Chartered Surveyors weighted in the proportions below set out against each such index namely:-

Index 1	Labour & Supervision	25%
Index 2	Plant & Road Vehicles.....	25%
Index 3	Aggregates	30%
Index 9	Coated Macadam & Bitumous Products	20%

or if at any time for any reason it becomes impracticable to compile the said composite index then an index compiled in such other manner as may be agreed in writing by the Owner and the County Council

- 1.4. **“Infrastructure Contributions”** means together the Secondary Education Contribution and the Special Educational Needs Contribution
- 1.5. **“Infrastructure Contribution (Matrixed)”** means the sum of Four Million Two Hundred and Fifty Eight Thousand Five Hundred and Thirty Eight Pounds (£4,258,538) Index Linked or if higher the Infrastructure Matrix Sum Index Linked applying the total number and type (size) of Dwellings comprised in the Development.
- 1.6. **“Infrastructure Matrix Sum”** means the sum calculated in accordance with the following formula:
 $(A \times W) + (B \times X) + (C \times Y) + (D \times Z)$
When
A means the number of 1 Bedroomed Dwellings;
B means the number of 2 Bedroomed Dwellings;
C means the number of 3 Bedroomed Dwellings; and
D means the number of 4 Bedroomed Dwellings;

Expression	Meaning
	and W, X, Y and Z are as set out in Annex A to this Schedule
1.7. “Infrastructure Supplemental Payments”	means the sum calculated as follows:- $\pounds(Mi - P)$ Index Linked Where: Mi is the Infrastructure Matrix Sum applying the total number and type of Dwellings occupied at the relevant Return Date; and P is the aggregate of the payments in respect of the Infrastructure Contributions (and also any Infrastructure Supplemental Payments which have been paid to the Council at the Supplemental Payment Return Date) which have been paid to the Council at the relevant Return Date in all cases disregarding adjustments for index linking
1.8. “Infrastructure Supplemental Payment Return Date”	means a Return Date where, by applying the information comprised in the Return for the Return Period ending on the day before the Return Date the Infrastructure Matrix Sum exceeds Four Million Two Hundred and Fifty Eight Thousand Five Hundred and Thirty Eight Pounds (£4,258,538)
1.9. “Primary School”	has the same meaning as it has in the Fourteenth Schedule
1.10. “Primary School Contribution	means the sum of Five Million Seven Hundred and One Thousand Pounds Five Hundred and Nine Pounds (£5,701,509) Index Linked or if higher the Primary Matrix Sum Index Linked applying the total number and type (size) of Dwellings comprised in the Development towards the cost of providing a Primary School on the Site comprising: <ul style="list-style-type: none"> • Primary School Instalment 1 being £570,151 • Primary School Instalment 2 being £3,420,905 • Primary School Instalment 3 being £1,710,453
1.11. “Primary Matrix Sum”	means the sum calculated in accordance with the following formula: $(A \times Q) + (B \times R) + (C \times S) + (D \times T)$ When A means the number of 1 Bedroomed Dwellings; B means the number of 2 Bedroomed Dwellings; C means the number of 3 Bedroomed Dwellings; and D means the number of 4 Bedroomed Dwellings; and Q, R, S and T are as set out in (Annex B) to this Schedule

Expression	Meaning
1.12. “Primary Supplemental Payments”	<p>means the sum calculated as follows:-</p> <p>$\pounds(Mp - P)$ Index Linked</p> <p>Where</p> <p>Mp is the Primary Matrix Sum applying the total number and type of Dwellings occupied at the relevant Return Date</p> <p>P is the aggregate of the payments in respect of the Primary Education Contribution (and also any Primary Supplemental payments which have been paid to the Council at the Supplemental Payment Return Date) which have been paid to the Council at the relevant Return Date in all cases disregarding adjustments for index linking</p>
1.13. “Primary Supplemental Payment Return Date”	<p>means a Return Date where, by applying the information comprised in the Return for the Return Period ending on the day before the Return Date the Primary Matrix Sum exceeds Five Million Seven Hundred and One Thousand Five Hundred and Nine Pounds (£5,701,509)</p>
1.14. “Return”	<p>means a written return made by the Owner to the County Council specifying</p> <ol style="list-style-type: none"> 1. The total number of Dwellings occupied during the Return Period and separately the total number of 1 Bedroomed Dwellings, 2 Bedroomed Dwellings, 3 Bedroomed Dwellings and 4 Bedroomed Dwellings so occupied; 2. The aggregate number of Dwellings which have been occupied at the end of the Return Period and separately the aggregate number of 1 Bedroomed Dwellings, 2 Bedroomed Dwellings, 3 Bedroomed Dwellings and 4 Bedroomed Dwellings comprised therein
1.15. “Return Dates”	<p>means the quarter days being the first day of January, first day of April, first day of July and first day of October in each year occurring after the Occupation of the first Dwelling until Returns have been made pursuant to paragraph 4 of this Schedule reporting the Occupation of all the Dwellings comprised in the Development</p>
1.16. “Return Period”	<p>means the period of three (3) months ending on the day before a Return Date but so that the first Return Period will be the period commencing on the Occupation of the first Dwelling and ending on the day before the following Return Day and the final Return Period will be the Return Period ending on the day before the Return Day next following the Occupation of the final Dwelling comprised in the Development</p>

Expression	Meaning
1.17. “Rights of Way Contribution”	means the sum of One Hundred and Thirty Nine Thousand Eight Hundred and Fifty Eight Pounds (£139,858) Index Linked towards off-site improvements to public rights of way within the vicinity of the Site providing links between the Site and local facilities and the surrounding countryside including Banbury bridleway 45, Bodicote bridleway 11, Bodicote footpath 16, Banbury footpath 40 and the Saltway
1.18. “Secondary Education Contribution”	means the sum of £4,065,585 (Four Million and Sixty Five Thousand Five Hundred and Eighty Five Pounds) Index Linked towards the expansion of capacity at Blessed George Napier Secondary School in Banbury payable in three instalments comprising <ul style="list-style-type: none"> • Secondary Education Instalment 1 of £406,559 • Secondary Education Instalment 2 of £1,527,608 • Secondary Education Instalment 3 of £2,131,418
1.19. “Special Educational Needs Contribution”	means the sum of One Hundred and Ninety Two Thousand Nine Hundred and Fifty Three Pounds (£192,953) Index Linked towards the provision of special educational needs infrastructure at Frank Wise School Banbury
1.20. “Strategic Highway Contribution”	means the sum of One Million, Two hundred and Forty Four Thousand One Hundred and Twenty Five Pounds (£1,244,125) Index Linked towards the strategic transport schemes involving improvements along the bridge Street/Cherwell Street eastern corridor and the A361 Bloxham Road, Queensway, Springfield Avenue junction payable in three instalments comprising: <ul style="list-style-type: none"> • Strategic Highway Instalment 1 of £500,000 • Strategic Highway Instalment 2 of £400,00 • Strategic Highway Instalment 3 of £344,125
1.21. “Travel Plan Monitoring Contribution”	means the sum of Two Thousand Four Hundred and Eighty Pounds (£2,480) towards the monitoring of the framework travel plan for the Site

2. PAYMENT OF TRANSPORT CONTRIBUTIONS

The Owner covenants with the County Council:-

2.1 not to cause or permit

2.1.1 the first Occupation of any Dwelling on the Site until they have paid the Travel Plan Monitoring Contribution and Bus Service Instalment 1 and Bus Infrastructure Payment 1 to the County Council and to pay the Travel Plan Monitoring Contribution and Bus Service Instalment 1 and

Bus Infrastructure Instalment 1 to the County Council prior to the Occupation of the first Dwelling on the Site.

2.1.2 the Occupation of more than 50 Dwellings on the Site until they have paid Bus Infrastructure Payment 2, Strategic Highway Instalment 1 and the Rights of Way Contribution to the County Council and to pay Bus Infrastructure Payment 2, Strategic Highway Instalment 1 and the Rights of Way Contribution to the County Council prior to the Occupation of the 50th Dwelling on the Site.

2.1.3 the Occupation of more than 200 Dwellings until they have paid Bus Infrastructure Payment 3 to the County Council and to pay Bus Infrastructure Payment 3 to the County Council prior to the Occupation of the 200th Dwelling on the Site.

2.1.4 the Occupation of more than 500 Dwellings on the Site until they have paid Strategic Highway Instalment 2 to the County Council and to pay Strategic Highway Instalment 2 to the County Council prior to the Occupation of the 500th Dwelling on the Site.

2.1.5 the Occupation of more than 750 Dwellings on the Site until they have paid Strategic Highway Instalment 3 to the County Council and to pay Strategic Highway Instalment 3 to the County Council prior to the Occupation of the 750th Dwelling on the Site.

2.2 To pay the Bus Service Contributions to the County Council in Instalments as set out in paragraph 2.1 to this Schedule and in the following Instalments

2.2.1 Bus Service Instalment 2 prior to the first Occupation of the 200th Dwelling on the Site or on the second anniversary of the Due Date for the payment set out in paragraph 2.1.1 above whichever is the earliest and not to occupy more than 200 Dwellings prior to the payment of Bus Service Instalment 2 to the County Council

2.2.2 Bus Service Instalment 3 prior to the first Occupation of the 400th Dwelling on the Site or on the second anniversary of the Due Date for the payment set out in paragraph 2.2.1 above whichever is the earliest and not to occupy more than 400 Dwellings prior to the payment of Bus Service Instalment 3 to the County Council

2.2.3 Bus Service Instalment 4 prior to the first Occupation of the 600th Dwelling on the Site or on the second anniversary of the Due Date for the payment set out in paragraph 2.2.2 above whichever is the earliest and not to occupy more than 600 Dwellings prior to the payment of Bus Service Instalment 4 to the County Council

2.2.4 Bus Service Instalment 5 prior to the first Occupation of the 800th Dwelling on the Site or the date two years after the payment of Bus Service Instalment as set out in paragraph 2.2.3 above whichever is the earliest and not to occupy more than 800 Dwellings prior to the payment of Bus Service Instalment 5 to the County Council

3. PAYMENT OF PRIMARY SCHOOL CONTRIBUTIONS

The Owner covenants with the County Council:

- 3.1 not to cause or permit Implementation until they have paid Primary School Instalment 1 to the County Council and to pay Primary School Instalment 1 to the County Council prior to Implementation
- 3.2 to pay Primary School Instalment 2 to the County Council on the transfer of the Primary School Site to the County Council in accordance with the Fourteenth Schedule and in the event of default not to continue with the Development (save for making any works already commenced safe wind and water tight) or cause or permit any further Occupation at the Site beyond such time until they have paid Primary School Instalment 2 to the County Council
- 3.3 to pay Primary School Instalment 3 to the County Council on the date 6 months after the date of payment of Primary School Instalment 2 (as set out in paragraph 3.2 above) and in the event of default not to continue with the Development (save for making any works already commenced safe wind and water tight) or cause or permit any further Occupation at the Site beyond such time until they have paid Primary School Instalment 3 to the County Council
- 3.4 to pay to the County Council within 14 (fourteen) days of each Primary Supplemental Payment Return Date a Primary Supplemental Payment calculated by applying the information comprised in the Return for the Return Period ending on the day before that Return Date
- 3.5 Subject to the terms of Paragraph 5 below if the County Council reasonably considers that a Return Date is a Primary Supplemental Payment Return Date the relevant Primary Supplemental Payment shall be such sum as the County Council reasonably determines and the Due Date for payment of the relevant Primary Supplemental Payment shall be the Primary Supplemental Payment Return Date

4. PAYMENT OF INFRASTRUCTURE CONTRIBUTIONS

The Owner covenants with the County Council:-

- 4.1 not to cause the Occupation of more than 250 Dwellings on the Site until they have paid Secondary Education Instalment 1 to the County Council and to pay Secondary Education Instalment 1 to the County Council prior to the Occupation of more than 250 Dwellings on the Site
- 4.2 not to cause the Occupation of more than 400 Dwellings on the Site until they have paid Secondary Education Instalment 2 to the County Council and to pay Secondary Education Instalment 2 to the County Council prior to the Occupation of more than 400 Dwellings on the Site
- 4.3 not to cause the Occupation of more than 650 Dwellings on the Site until they have paid Secondary Education Instalment 3 and the Special Education Contribution to the County Council and to pay Secondary Education Instalment 3 and the Special Education Contribution to the County Council prior to the Occupation of more than 650 Dwellings on the Site

4.4 to pay to the County Council within 14 (fourteen) days of each Infrastructure Supplemental Payment Return Date an Infrastructure Supplemental Payment calculated by applying the information comprised in the Return for the Return Period ending on the day before that Return Date

5. COVENANTS (NOTIFICATION AND PROVISION OF INFORMATION)

5.1 The Owner covenants with the County Council that within 21 (twenty one) days of each Return Date it will make a Return to the County Council

5.2 In the event that the County Council considers that the Owner may have failed to give notification of an event taking place in accordance with Clause 13.2.1 above or if the Owner fails to make a Return within 21 days of any Return Date or makes a Return which appears to be incomplete

5.2.1 The Council may investigate whether the event has taken place and/or as applicable the number and type/size of Dwellings Occupied for the purpose of ascertaining whether or not any of the obligations or restrictions in this Deed has become operative and the owner will pay to the County Council the sum of Four Hundred and Fifty Pounds (£450) in respect of the costs of each such investigation; and

5.2.2 The Due Date for any payment due at or before a relevant event specified in Clause 13.2.1 takes place will be such date as the County Council reasonably selects; and

5.2.3 If the County Council reasonably considers that a Return Date is an Infrastructure Supplemental Payment Return Date and/or a Primary Supplemental Payment Return Date the relevant Primary Supplemental Payment and/or Infrastructure Supplemental Payment shall be such sum as the County Council reasonably determines and the Due Date for payment of the relevant Supplemental Payment shall be the Supplemental Payment Return Date

5.3 The provisions of this paragraph 5 shall be without prejudice to any other right or remedy of the County Council

5.4 If any payment to be made to the County Council further to this Deed is not paid on or before the Due Date for payment to pay Interest on the sum outstanding from the due date for payment to the date of payment

ANNEX A – INFRASTRUCTURE MATRIX

	1 Bed	2 Bed	3 Bed	4+ Bed
Secondary Education Contribution	£0.00	£1,865.00	£4,849.00	£7,833.00
Special Educational Needs Contribution	£0.00	£99.00	£238.00	£342.00
Total	W = £0.00	X = £1,964.00	Y = £5,087	Z = £8,175

ANNEX B – PRIMARY EDUCATION MATRIX

	1 Bed	2 Bed	3 Bed	4+ Bed
Primary Education Contribution	£0.00	£3,137.00	£7,196.00	£9,411.00
Total	Q = £0.00	R = £3,137.00	S = £7,196.00	T = £9,411.00

**FOURTEENTH SCHEDULE
PRIMARY SCHOOL SITE**

1. DEFINITIONS

In this Schedule the following words and phrases shall have the following meanings unless the context otherwise requires (and for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed)

Expression	Meaning
1.1 Abnormals	means the matters specified in Annex 1 to this Schedule
1.2 Abnormals Costs	means the reasonable and proper costs of any Abnormals which are required for the provision of a Primary School at the Primary School Site as agreed or determined further to paragraph 2 below
1.3 Approvals	means the permissions consents licences and the like of any local or other competent authority which may from time to time be necessary to enable the Owner to carry out lawfully the Preparatory Works
1.4 Index Linked	means in respect of any payment under paragraph 2.2 of this Schedule adjusted according to any increase in the BCIS PUBSEC (Price Index of Public Sector Building Non-Housing) within the BCIS Public Sector Price and Cost Indices including Location Study (approving location factor 7 –South East Function Factor 3 – School Colleges and Training Centres) (on the basis of the “Extension of PUBSEC TPI”) and made available through the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors from the date of the County Council’s assessment under paragraph 2.1 of this Schedule to the date of payment
1.5 Levels Scheme	means a scheme for the levels of the Primary School Site and of those parts of the Site which surround the Primary School Site for a distance of 10 metres from the boundaries of the Primary School Site including cross sections perpendicular to the Primary School Site boundaries at 10 metre intervals and which may include a complementary scheme (to form part of the Preparatory Assessment and Works) for the levels of the Primary School Site
1.6 Offer Date	means the date of first Occupation of the 100th Dwelling on the Site to be Occupied or the date 24 (twenty four) months after first Occupation of the first Dwelling to be Occupied, whichever is the earlier
1.7 Preparatory Works	means the works to the Primary School Site identified in Part A of Annex 3 together with all associated works and related investigations, assessments and reports as specified in Part B of Annex 3

Expression	Meaning
1.8 Primary School	means a 1.5 form entry primary school with foundation stage provision and where applicable nursery provision together with associated playing fields and play grounds
1.9 Primary School Offer	means an irrevocable offer in writing to transfer the Primary School Site to the County Council in accordance with paragraph 4.2 and which expressly refers to paragraph 4.2 and expressly sets out the time period for the County Council to respond being three (3) months from the receipt of offer
1.10 Primary School Boundaries Plan	means the drawing no. 8686-015 annexed to this Deed at Appendix 11 showing the boundaries of the Primary School
1.11 Primary School Plan	means the drawing no. 8686-014 Rev C annexed to this Deed at Appendix 12 showing the site in relation to its surroundings and including without limitation features such as the pedestrian and vehicular links to the site, location of on-site car parking, the location of the building and play areas
1.12 Primary School Services	means the services and apparatus identified in Annex 4 to this Schedule
1.13 Primary School Site	means all that area of land shown edged red on the Primary School Plan with an area of no less than 2.22 hectares. The boundary of the Primary School Site marked red on the Primary School Boundaries Plan shall immediately abut the prospective highway
1.14 Restrictions	means all matters (whether arising before or after the date of this Deed) affecting the Primary School Site or its use registered or capable of registration as Local Land Charges and all notices, charges, orders, resolutions, demands, proposals, requirements, regulations, restrictions, agreements, directions or other matters affecting the Primary School Site or its use or affecting the Preparatory Works served or made by any local or other competent authority or otherwise arising under any statutory requirement
1.15 Service Media	means sewers, drains, channels, pipes, watercourses, wire, cables and other conducting media and installations and ancillary equipment for the supply of water electricity gas and electronic and other communication and disposal of foul and surface water

2. **ADDITIONAL COSTS**

- 2.1 The County Council will use reasonable endeavours to advise the Owner in writing of its assessment of the Abnormals Costs within six (6) months of the provision of the last of the following to be supplied:

- surveys and information further to paragraph 3.2 (Surveys / Investigations), and 3.5 (Levels Scheme); and
- payment further to paragraph 3.1 of Part 2 or paragraph 3.1 of Part 3 of the Thirteenth Schedule as the case may be

and the Owner shall be deemed to have agreed the County Council's assessment of the Abnormals Costs unless it advises the County Council otherwise in writing within 20 (twenty) Working Days of service on the Owner of the County Council's assessment. If the Owner objects to the County Council's assessment the County Council and the Owner will seek to agree the Abnormals Costs and if such agreement has not been reached within 25 (twenty five) Working Days any party to the dispute may refer the matter for expert determination in accordance with the provisions of Clause 21 PROVIDED THAT if the County Council has not submitted its written assessment of the Abnormals Costs to the Owner within the timescale set out above in this paragraph 2.1 then the following provisions shall apply:

2.1.1 the Owner shall be at liberty to serve a written notice on the County Council advising the County Council that if it does not submit to the Owner its written assessment of the Abnormal Costs with 15 (fifteen) Working Days of receipt of the notice it shall be deemed that the Owner and the County Council are in dispute as to the assessment of the Abnormal Costs; and

2.1.2 the parties shall use their reasonable endeavours to resolve this dispute with the ensuing 20 (twenty) Working Days but failing agreement with 20 (twenty) Working Days the assessment of the Abnormal Costs may be referred for expert determination in accordance with the provision of Clause 21

2.2 The Abnormal Costs shall be Index Linked from the date of the County Council's assessment and the Owner covenants to pay the Abnormal Costs Index Linked to the County Council payment with payment further to paragraph 3.2 of Part 1 or paragraph 3.2 Part 2 the Thirteenth Schedule (as the case may be) or with 14 (fourteen) days of the receipt of the expert's determination under paragraph 2.1 of this Schedule whichever is the later

3. PRIMARY SCHOOL SITE – INFORMATION AND CONTROLS

The Owner covenants with the County Council that:-

Precise Boundaries

3.1 The Development shall not be Implemented until the precise boundaries of the Primary School Site with no less an area than 2.22 hectares have been agreed by the Owner and the County Council and the Owner agrees that its representatives will liaise with the County Council including as appropriate carrying out a joint site visit/visits in order to establish such boundaries which are to be pegged by the Owner and recorded by the Owner digitally on agreed site survey records whereon the Owner shall erect on the agreed boundaries for the Primary School Site and maintain until the Primary School Site is transferred to the County Council temporary fencing (such as 1200 mm high chestnut paling fencing or 1800mm high heras type fencing) Heras 151 Steadfast System or similar with "school site – no entry"

weather proof signs marked with red lettering no less than 75 mm high and permanently fixed at no greater than 10 metre intervals)

Surveys/Investigations

- 3.2 Without cost to the County Council the Owner shall procure and supply to the County Council prior to Implementation
- 3.2.1 a full geotechnical ground investigation survey of the Primary School Site in accordance with the specification at Annex 2 and;
- 3.2.2 a topographical survey of the Primary School Site and surrounding areas of the Site for a distance of 10 metres from the boundaries of the Primary School Site in accordance with the specification at Annex 2.

Such surveys shall be undertaken by reputable consultants with appropriate expertise and the contracts for such surveys shall accord with industry standards for contracts for such type of surveys and certified copies will be supplied to the County Council with the survey reports

- 3.3 Without cost to the County Council the Owner shall procure and supply to the County Council within one month of the provision of each survey specified in paragraph 3.2 warranties substantially in the form attached as Appendix 13 from the consultants responsible for the production of that survey
- 3.4 In the event that a survey specified in paragraph 3.2 above is not supplied to the County Council within three months of Implementation to pay to the County Council within four (4) months of Implementation Eleven Thousand Pounds (£11,000) if the geotechnical ground investigation survey has not been supplied and Two Thousand Pounds (£2,000) if the topographical survey has not been supplied

Levels Scheme

- 3.5 Prior to Implementation the Owner shall supply the Levels Scheme to the County Council
- 3.6 Not to alter the levels of the area of the Site which surrounds the Primary School Site (for a distance of 10 metres from the boundaries of the Primary School Site) save in accordance with the Levels Scheme subject always to any adjustment further to Annex 3

Land/Surface Water Drainage

- 3.7 The Owner shall procure without any cost to the County Council that no drainage is directed on to under or through the Primary School Site or otherwise adversely affect drainage or use of the Primary School Site

Controls

- 3.8 The Owner shall not erect or cause or permit to be erected any mobile phone mast on any part of the Site which is within 200 metres of the boundary of the Primary School Site

- 3.9 The Owner shall not carry out any works on (including for the avoidance of doubt alterations by the removal or deposit of materials or otherwise of the levels of any part of the Primary School Site) or install any service conduits in on over or under the Primary School Site save in accordance with the provisions of paragraph 4
- 3.10 The Owner shall not erect or cause or permit to be erected any fencing or other structure on any boundary of the Primary School Site unless it shall have first been approved in writing by the County Council as suitable for a school boundary and substantially in accordance with the specification at Annex 3 paragraph 21 and it is agreed that any such boundary structure shall on the transfer of the Primary School Site to the County Council become the property (and thereby the responsibility) of the County Council

Access and Information

- 3.11 Upon reasonable prior written notice the Owner shall permit any persons nominated by the County Council to enter free of charge on the Primary School Site and adjacent land for the purpose of undertaking surveys and investigations the County Council making good all damage occasioned thereby
- 3.12 The Owner shall answer in writing as expeditiously as reasonably possible and in as comprehensive and informative manner as reasonably possible and without charge to the County Council all reasonable preliminary enquiries raised by the County Council

4. PRIMARY SCHOOL SITE – WORKS AND TRANSFER

The Owner covenants with the County Council as follows:-

- 4.1 Not to cause or permit Implementation until there have been submitted a detailed specification for the Preparatory Works defined in Annex 3 (together with the Levels Scheme if not previously supplied) to the County Council and the Owner has secured the approval of the County Council:
- 4.2 Prior to making the Primary School Offer to observe and perform the following obligations:
- 4.2.1 Without cost to the County Council to procure that the Preparatory Works are undertaken diligently in accordance with the detailed specification and construction drawings as approved by the County Council, the terms of all Approvals, in good and workmanlike manner in accordance with good building practice and in compliance with all Restrictions and statutory requirements and otherwise in accordance with the procedure set out in Annex 3 to the satisfaction of the County Council and this has been certified in writing by the County Council No other works (including tipping or excavation works) shall be undertaken to the Primary School Site save as provided in this paragraph 4 unless expressly approved by the County Council at the County Council's absolute discretion. The works shall be undertaken by reputable consultants/contractors with appropriate expertise. The contract for such works shall accord with industry standards for contracts for such type of works and a certified copy will be supplied to the County Council prior to making the Primary School Offer

- 4.2.2 Without cost to the County Council to procure and supply to the County Council warranties substantially in the form attached at Appendix 13 from all consultants, contractors and other persons responsible for the design and works to the Primary School Site in accordance with paragraph 4.2.1
- 4.2.3 Without cost to the County Council to comply fully with all requirements of any planning conditions relating to archaeology in so as they relate to the Primary School Site including carrying out and completing investigations in accordance with the approved written scheme of investigation (if this is required)
- 4.2.4 Without cost to the County Council to complete all works (if any) required to achieve the Levels Scheme
- 4.2.5 Without cost to the County Council to relocate any overhead cables at the Site which cross the School Site and/or are within 50 metres of the Primary School Site so that no part of these overhead cables is located in, over or under the Primary School Site and no overhead cable is located within 50 metres of the Primary School Site and any underground cable is buried at a minimum distance of 5 metres from any part of the Primary School Site (unless under highway/prospective highway)
- 4.3 On or before the Offer Date to make the Primary School Offer to the County Council to transfer the freehold of the Primary School Site and all other interests (if any) in the Primary School Site to the County Council on the terms as set out in the Nineteenth Schedule and the County Council may by notice in writing to the Owners accept the Primary School Offer within three months of receiving it; and if the Primary School Offer has not been made on or before the Offer Date not to continue with the Development or cause or permit any further Occupation at the Site until this paragraph 4.3 has been fully complied with AND FOR THE AVOIDANCE OF DOUBT in the event that the Primary School Site is offered to the County Council prior to compliance with the provisions of this paragraph 4.3 then such offer shall not (unless otherwise expressly agreed by the County Council in its absolute discretion) constitute the Primary School Offer in compliance with this paragraph
- 4.4 Following acceptance by the County Council of the Primary School Offer to transfer the freehold of the Primary School Site to the County Council (and to procure that all other interests (if any) in the Primary School Site are transferred to the County Council) in accordance with the terms set out in the Nineteenth Schedule and substantially in the form of transfer attached at Appendix 14
- 4.5 If such transfer is not executed as a deed by the Owners and any other person with an interest in the Primary School Site and delivered to the County Council within 28 (twenty eight) days of the County Council's acceptance of the Primary School Offer not to continue with the Development or cause or permit any further Occupation at the Site beyond such time until such transfer has been duly executed as a deed and delivered to the County Council and on completion of the transfer the Owners shall also enter into a deed of assignment without any cost to the County Council of the guarantee(s) relating to any acoustic fencing installed as part of the Preparatory Works. Such assignment shall be in favour of

the County Council and/or the Academy Trust for the relevant school as directed by the County Council and shall not require the prior consent of the manufacturer

- 4.6 Prior to the transfer of the Primary School Site to the County Council to provide on to the Site (no less than 1 metre from the Site boundary) an electricity supply (no less than 100 amp 415 volt 3 phase supply), a 25 mm water supply, connection and access to a gravitational fed foul drain (no less than 100 mm diameter) and connection to a gravitational fed free flowing surface water drainage system for contractors "(together with such protective housing as the undertaker may require for the purpose of providing relevant supply)" and where required by the County Council a temporary haul road for the use of contractors to the boundary of the Primary School Site from the public highway all to be in positions agreed by the County Council and to maintain such temporary haul road and services so that they are available for convenient use until permanent connections and access are operational
- 4.7 PROVIDED ALWAYS that if any such services and haul road are not provided prior to the transfer of the Primary School Site not to continue with the Development or cause or permit any further Occupation at the Site until they have been provided in accordance with this paragraph
- 4.8 The Owners shall ensure that all conducting media, installations and ancillary equipment for the supply of water, electricity, gas and electronic and other communications and for the disposal of foul and surface water serving the Development will be of sufficient capacity to serve the Primary School Site for the purposes of a primary school with 14 classrooms and three nursery classrooms and associated playing fields and playgrounds in accordance with capacity requirements set out in Annex 4 and if insufficient the Owners shall commence within one (1) month of written request from the County Council so to do and diligently proceed to upgrade the same at its own expense and without prejudice to the generality of the foregoing the Owners shall ensure that the foul water drainage scheme for the Site
- 4.8.1 provides sufficient capacity for the outfalls arising from the drainage solution serving the Development including the Primary School; and
- 4.8.2 provides a gravity drainage system to serve the Primary School Site which complies with the County Council's requirements as to invert levels supplied further to paragraph 6.1
- 4.8.3 shall be connected to the mains drainage system adopted by the drainage authority
- 4.9 To provide the Primary School Services so as to be fully available to serve the Primary School Site for the purpose of a Primary School with 14 classrooms and 3 nursery classrooms and to procure that the Primary School Services are:
- 4.9.1 constructed to the termination position/connection point/terminal points for the Primary School Services on the boundary of or as applicable within the Primary School Site in the locations set out in Annex 4 to this schedule
- 4.9.2 fully operational in accordance with the timetable set out in Annex 4 to this schedule to include the completion without cost to the County Council of all parts of the surface water drainage system which will serve the School Site and which shall accommodate the capacity and invert

levels set out in annex 4 (subject to adjustment with regard to paragraph 6.1) provided always that this shall not impose any obligation on the Owners to pay for the supply consumed through the use of the services

and if any of the Primary School Services are not so provided so as to be fully operational in accordance with the timetable set out in Annex 4 not to continue with the Development or cause or permit any further Occupations at the Site until they have been so provided so as to be fully operational

4.10 No less than three (3) months prior to the proposed opening date of the Primary School as notified by the County Council to complete the construction of the following:

4.10.1 convenient pedestrian and cycle access ways along such routes to the Primary School Site as the County Council shall have previously approved from the parts of the Site which at that date have been or are in the course of construction to the pedestrian entrances to the Primary School Site as shown on the Primary School Plan all such ways to be constructed to the County Council's adoption standard (with lighting)

4.10.2 permanent vehicular access ways to the Primary School Site (6 metre wide carriageway with 2 metre wide footway on either side) from the public highway (via such routes as the County Council shall have previously approved) to the vehicular entrance(s) to the Primary School Site as shown on the Primary School Plan together with a further permanent vehicular access for grounds maintenance equipment (including gang mowers) as shown on the Primary School Plan. Such access ways excepting the grounds maintenance access are to be constructed to the County Council's adoption standard

and there will be provided as part of the works under this paragraph 4.10 such traffic calming measures, road markings, barrier rails and pelican crossings as may be agreed by the Owners and the County Council for ensuring safe pedestrian access to and from the Primary School Site

4.11 Prior to the proposed opening date of the Primary School to provide on the public highway/prospective public highway or any other part of the Site to which the public has access in such location as has been approved by the County Council a coach lay-by as approved by the County Council which is capable of accommodating 1 coach (being a minimum straight length of 18 metres plus appropriate entry and exit arrangements such as tapers) which affords safe and convenient access to the Primary School Site for children attending the Primary School and which is freely available for use as a coach lay-by by coaches dropping off and picking up children attending the Primary School Provided Always that where the coach lay-by is located off the public highway/prospective public highway the Owners shall ensure that there are reasonable arrangements in place to prioritise use by coaches required for the Primary School at the Primary School Site and that maintenance is undertaken without cost to the school

4.12 To design the road network in the vicinity of the Primary School Site so as to accommodate safe suitable and sufficient parking for vehicles dropping off and collecting children attending the Primary School at the Primary School Site (and assuming the school contains 17 classrooms) so as to minimise traffic congestion in the vicinity of Primary School Site at the beginning and end of the school day

5. DEALINGS WITH PRIMARY SCHOOL SITE

- 5.1 Subject as specified in paragraph 5.2 of this Schedule the Owners covenant with the County Council that except as permitted in the Nineteenth Schedule not to create or dispose of any legal or equitable interest (including without limitation any easement, right or covenant) in, over or under nor create any right or licence to occupy or use the Primary School Site or any part of it except in favour of the County Council provided always that this restriction on dealings shall come to an end should the County Council not accept the Primary School Offer within three (3) months of it having been made
- 5.2 It is acknowledged and agreed that the Primary School Site may be transferred to the Developer and for the avoidance of doubt the Developer confirms and agrees that if the Primary School Site is transferred to the Developer it shall observe and perform the provision of this Fourteenth Schedule in respect of the Primary School Site and as applicable the Nineteenth Schedule

6. COUNTY COUNCIL COMMITMENT (NOTIFICATION)

The County Council will notify the Owner in writing of:

- 6.1 The inverts of foul water drainage spurs and if applicable surface water drainage spurs for the Primary School Site (linking manholes for the mains drains to be located in the highway/prospective highway in close proximity to the boundary of the Primary School Site to manholes within the Primary School Site near its boundaries) within three (3) months of the Owner supplying the last of the following: surveys and information in accordance with paragraphs 3.2 to 3.5 (geotechnical survey, topographical survey, and Levels Scheme) and payment further to paragraph 2.2 of this Schedule
- 6.2 The letting of the contract for the construction of the Primary School at the date which it is intended to open a Primary School at the Primary School Site and the proposed date for completion of construction of the Primary School at the Primary School Site such information to be supplied promptly following the letting of the contract for the construction of that Primary School
- 6.3 The date which it is intended to open a Primary School at the Primary School Site

7. THIRD PARTY

The Owner agrees that the County Council may appoint a third party to undertake the role of the County Council as provided for in paragraphs 2 to 5 above and the Owner further agrees for the avoidance of doubt and without prejudice to the generality of the foregoing that if so required by the County Council the Primary School Site shall be transferred without cost to the County Council to such a nominee who is an approved education provider in place of the County Council and the warranties referred to in paragraphs 3.3 and 4.2.2 supplied to or assigned to such nominee without cost to the County Council

ANNEX 1

ABNORMALS

1. Foundations for the buildings which differ from concrete filled trenches measuring 600 millimetres in width and 1.2 metres in depth under each structured wall to support a building of no more than two storey
2. Attenuation measures which exceed a standard allowance of 1m³ of plastic crate proprietary measures for every 25m² of roof area.
3. Excavation works that require the breaking out of existing material defined within the RICS Standard Method of Measurement (SMM) as extra over items.
4. Increased costs for works required to de-stoned such that no stone >20 mm remains. This could either be achieved through screening or by other in-situ techniques such as stone separation or stone burying. The optimum choice of method for de-stoning will depend on the type and quantity of stone present.
5. Increased cost for works required to level the site including stripping topsoil and remove to temporary stockpile for re-use. Undertaking cut and fill earthworks and importation of additional fill material to create the playing field plateau all in line with Sport England Guidance Note 'Natural Turf for Sport'.
6. Excavation work below the water table defined within the RICS Standard Method of Measurement (SMM) as extra over items.
7. The design and construction work relating to both buildings and external hard surface areas because the ground at the Primary School Site is made ground and which would not have been required if that had not been the case.
8. The design and construction of ramps/retaining walls earth works and the like within the Primary School Site because of sloping gradients/change of levels at the Primary School Site
9. The design and construction of ramps/steps/retaining walls/balustrading on the boundary of the Primary School Site because of differential levels between the Primary School Site and adjoining land.
10. Measures to manage the safety of children arising from the detailed design of the Preparatory Works for example landscaping or barriers to restrict access to the ramped areas proposed to address changes of level.
11. Measures that increase cost of construction that are necessary to address adverse findings arising from the geotechnical report for radon/methane barriers or implications arising from high water table

ANNEX 2

SURVEYS AND INVESTIGATIONS

A. Topographical Surveys covering the Primary School Site and surrounding areas for 10 metres measured from the boundaries of the Primary School Site which shall include

- Dimensional surveys
- Defined locations of below ground services through ground penetrating radar CAT scans and reference to statutory authority service enquiries to demonstrate that the Primary School Site is free from encumbrances
- Level surveys using optical levels, digital bar codes staff levels and precise levels with invar staffs including lifting manholes and inspection chambers and taking inverts of drainage
- Area measurement demonstrating compliance with areas defined on the Primary School Plan
- Defined location showing the boundaries of the Primary School Site
- Tree surveys, which comply with British Standard 5837:2005, including reference numbers, trunk positions, height, stem diameter, canopy and branch spreads
- Invasive plant surveys

AND the surveys shall be supplied in DWG format (Auto CAD) as well as hard copy

B. Geotechnical Ground Investigation covering the Primary School Site and surrounding areas of the Site for 10 metres measured from the boundaries of the Primary School Site

1. Desk Study – this should include reference to available published information (including geological and historical) and an EnviroCheck Report (or similar) to produce a conceptual site model and preliminary qualitative risk assessment which will enable the scope of the investigation (in terms of foundations, structural & drainage design and potential for contamination) to be determined.
2. Intrusive ground investigation(s) - initial scope to be determined by the desk study and in accordance with BS10175: 2011 and BS5930:1999+A2:2010; to include:
 - i. Exploratory holes to a depth and frequency suitable to the anticipated ground conditions.
 - ii. In situ testing to facilitate design.
 - iii. Installation and monitoring of groundwater and ground gas sampling wells
 - iv. 4 No Soakaway tests to be undertaken in accordance with BRE 365 Locations of pits to be agree with OCC to ensure they are located appropriately to inform the design of the soakage system
 - v. Geotechnical laboratory testing to facilitate design.
 - vi. Performance quality standards testing to BS7370 for turf playing surfaces.

- vii. Chemical testing of soil, groundwater and ground gas to determine the presence, concentration variability, and spatial distribution of relevant determinants.
 - viii. Obtain BGS site specific Radon Report
3. Interpretative report - on the findings of the ground investigation, to include:
- i. Geotechnical parameters and recommendations for the safe and economical design of foundations, structures and drainage.
 - ii. An assessment of ground stability in relation to heave potential, mining, dissolution and slopes.
 - iii. Quantitative Human Health Risk Assessment against Contaminated Land Exposure Assessment UK model, or other demonstrated Generic and/ or Site Specific Assessment Criteria.
 - iv. Generic and/or Detailed Quantitative Risk Assessment for controlled waters.
 - v. Ground gas risk assessment for protection of site occupiers, adjacent site occupiers and property.
 - vi. Recommendations for the formation of landscaping and planting.
4. Results of archaeological, ecological and other investigations arising from planning conditions

AND the survey information shall be issued in digital format as well as hard copy.

ANNEX 3

PREPARATORY WORKS

To be carried out further to paragraph 4.2.1

PART A

Works as summarised below are to be carried out in accordance with the methodology and detail set out in Part B of this appendix

1. Cleansing and de-contamination including removal wherever they occur of structures footing foundation services (live or de-commissioned) soils and groundwater considered a source of contamination (at any depth) and all other naturally and non naturally occurring items to be found in on or over the Primary School site
2. Removal of protected species (flora and fauna) and invasive plants (such as Japanese Knotweed) from the Primary School Site
3. Grubbing out and making good of any hedgerows Note if filling and diverting of ditches is required this should be identified as a site specific matter. Please note special consents may be required for this
4. Erection of permanent 2.1m weldmesh fencing along the boundary of the Primary School Site from point A to G G to D D to C as shown on the Primary School Plan.
5. Levelling and otherwise making good (including making good arising from archaeological investigations and the like)

PART B

(To be read in conjunction with the topographical Survey and Geotechnical Ground Investigations as applicable)

References to the school and where the context requires "Site"/"site" in Annex 3 signify Primary School Site

In complying with its obligations under paragraph 4.2.1 of this Schedule (and without prejudice to the generality of that clause) the following shall be undertaken:-

ASSESS THE SITE

1. The site shall be initially assessed by means of a desk study that will inform the ground investigation design,
2. Appropriate ground investigation(s) are to be undertaken in accordance with BS10175: 2011 and BS5930:1999+A2:2010 accounting for a geotechnical and contaminated land elements.
3. Geotechnical and contaminated land assessment (desk study) shall include:
 - 3.1 Geotechnical and contaminated land assessment (desk study) shall including

- Detailed assessment of geological and engineering hazards which may affect development arising due to the topography, geology and previous development within the site
- Preliminary Conceptual Site Model (PCSM) for the site area in accordance with the guidance within CLR11, to identify the potential pollutant linkages (PPLs).
- Site investigation strategy which will be designed and specified to characterise the site in terms of geology and contamination in accordance with recommended guidance including Environment Agency R&D Report Publications 66, CLR 11, CLEA (SR2, 3 & 4), BS10175

3.2 Geo-environmental site investigation strategy that shall:

- be agreed with the Regulatory Authorities (e.g. Environment Agency (EA)/ Environmental Health Officer (EHO)/the County Council) to ensure that their particular concerns are addressed within the design to facilitate regulatory sign off
- include relevant soil, soil gas, surface and groundwater sampling, and shall be carried out by a suitably qualified and accredited consultant/contractor in accordance with a Quality Assured sampling and analysis methodology. Laboratories shall hold UKAS and MCERTS accreditation for their test methods. Where appropriate standpipes shall be monitored
- summarise the investigation works, sampling, insitu testing, laboratory testing (geotechnical and chemical) and monitoring results in a report.

REPORT UPON FINDINGS (CONTAMINATION AND PHYSICAL GROUND ABNORMALS)

4. The geo-environmental assessment report shall include a geotechnical and contaminated land assessment (undertaken in accordance with The Model Procedures for the Management of Land Contamination CLR 11 (2008) technical framework and R&D Publication 66 (2008), which provide a structured decision-making process to assess land contamination).
5. The report shall include but not be limited to the following elements:
 - Provide an assessment of both contamination issues (including regulatory waste management issues in respect of excavated material) and physical ground abnormalities
 - Review and refine the PCSM thus verifying the potential pollutant linkages i.e. the source pathway receptor relationships for the site.
 - Include a Quantitative (human health) Risk Assessment. The assessment shall be undertaken on all strata at the site. The CLEA standard land use scenario (and assumptions used to derive SGV) for residential with plant uptake end-use is considered

to be the most appropriate human health scenario for this site. This allows for a suitably conservative set of Generic Assessment Criteria to be used/derived to account for any future site use and/or change in site levels to which the land may be subject once ownership is transferred to OCC.

- Assess controlled waters against Environmental Quality Standards (EQS) or UK Drinking Water Standards for the controlled waters GQRA
- Soil gas monitoring/sampling results shall be used in a soil gas risk assessment in accordance with current NHBC guidance and CIRIA C665 and based upon the results of the ground investigation, report whether further intrusive investigations are required to provide confidence that strata contamination is homogeneous or occurs as discrete areas.
- Determine whether remedial works are required to bring the site to a condition suitable for use and provide recommendations within a remediation options appraisal.
- Include information relating to physical ground abnormalities, such as made ground, obstructions, services (live or decommissioned) and soft ground.
- Summarise the results of the geotechnical testing (in situ and laboratory).
- Provide an engineering appraisal and recommendations relating to: foundations, ground stability, structures, pavements, drainage, material re-use and disposal gas/, radon protection measures, services, infiltration drainage and landscaping.

PROPOSE WORKS (REMEDICATION AND RECLAMATION 6-9)

6. In the event that the geo-environmental assessment identify abnormal physical ground conditions and/or engineering constraints which may impact upon the development (school), the Remedial Method Statement ("RMS"), which details reclamation/remedial works to be undertaken including a remediation strategy, implementation plan and programme including verification, monitoring, maintenance, health and safety and environmental protection measures, shall be prepared and submitted to and approved by the County Council prior to works commencing.
7. Reclamation criteria shall be agreed and approved in writing by the appropriate regulatory authorities prior to submission for approval by the County Council
8. Remediation criteria shall be agreed and approved in writing by the EA and EHO and any other appropriate regulatory authorities prior to submission to the County Council and shall render harmless the identified contamination, leaving the land fit for use, future reuse (residential with plant uptake end-use) as well as protecting the surrounding environment, including any controlled waters

9. The RMS including verification, monitoring, maintenance, health and safety and environmental protection measures shall be agreed and approved in writing by the EA and EHO and any other appropriate regulatory authorities prior to submission for approval to the County Council
10. Where any Preparatory Works are within the area of the playing pitches obtain a detailed design and specification for the natural turf sports pitch its substructure and drainage requirements from a competent and professionally qualified landscape specialist with a proven track record of this type of work (e.g. landscape architect, professionals accredited/recommended by the sports turf institute) to inform the Preparatory Works to create a natural turf sports pitches to be fully drained club standard pitches in accordance with Sport England recommendations contained in Natural Turf for Sport Design Guidance Notes and SAPCA (sports and Play Construction association) guidelines capable of use throughout the year. This design work will be subject to a design warranty.
11. All works to the school site are to be carried out by an appropriate landscape contractor with a proven track record in the construction of natural turf playing fields as defined, fully specified and supervised on site by the appropriate landscaping professional referred to in paragraph 10. The contractor's work is to be subject to a construction warranty.

EXECUTE WORKS - ALL PREPARATORY WORKS (7- 9 AND 13-17)

12. Appropriate written notice (no less than 14 days) to be given to the County Council or its representative to enable and facilitate attendance at instigation of the Preparatory Works (whether remedial or otherwise) and subsequent watching brief by the County Council (or its representatives)
13. All the works must be undertaken with the full knowledge approval and acceptance of all the regulators/relevant authorities including as applicable the district council and the Environment Agency
14. Remove all protected species (flora and fauna) and invasive plants in line with best practice and in accordance with the requirements of Natural England to enable both Preparatory Works and construction of the school to be undertaken and take all reasonable steps to ensure that they do not return

Note: 15 – 16 relate to remediation and reclamation works

15. Approved works shall be carried out in full on site under a quality assurance scheme to demonstrate compliance with the proposed methodology. If during the works contamination is encountered which has not previously been identified, then the additional contamination shall be fully assessed and appropriate remediation/reclamation works agreed with and approved by the appropriate regulators
16. Remediation of contaminants to be carried out to meet residential development standards with plant uptake end-use and accord with the guidance for the safe development of housing on land affected by contamination R and D: 66 2008 Volume 1 published jointly by the Environment Agency, NHBC and the Chartered Institute of Environmental Health

17. Where Preparatory Works include levelling and ground works (see Part A Item 5) whether further to remediation or other Preparatory Works the following apply

17.1 Infilling with materials is to be approved by the County Council such approval to include

- approval of the source of the materials with the provision of satisfactory test results (frequency and type to be agreed) for the materials and
- approval of the method statement for installation of the materials with the provision of approved testing to appropriate standards

17.2 raising of levels of the Primary School Site if required by the RMS or is otherwise required in order to accommodate ground water levels and any flood alleviation and/or attenuation measures required by the Environment Agency or the lead local flood authority.

18. Ensure groundwork include treatment / improvement to achieve a net bearing capacity of 100kPa, the maximum total differential settlement of 25mm in any event and with angular distortion limited to length/250 between any 2 points. Hard standing areas are to be laid to falls to aid drainage (typically 1:80) and any settlement should not compromise the drainage of the site

19. All imported material shall be tested prior to importation and upon acceptance to site (RMS to determine type and frequency of testing in accordance with end use).

20. Provision of top soil to the Primary School Site to ensure a minimum depth of 250 mm top soil and not to exceed 300 mm, which shall comply with BS3882:2007, provide a ph value of between 5.5 and 7.5 to ISO 10390, contain no stone larger than 15mm in any direction, no foreign objects or fragments and shall not contain substances which may prove hazardous to health or the environment all compacted at maximum 250 mm layers to meet the defined performance quality standards testing to BS7370. All works are to be carried out by an appropriate landscape contractor with a proven track record in this type of work as defined and fully specified by the appropriate landscaping professionals referred to in paragraph 6

21. Where Preparatory Works include permanent acoustic fencing the fence comprised in the Preparatory Works should be warrantied for a minimum service life of 40 years and should not require maintenance for 20 years.

22. Where Preparatory Works include permanent fencing on the boundary of the Site it shall be designed to fully conform to play fence standards in BS EN 1176 and be either

- 2.1m high proprietary anti-climb welded mesh systems (200 x 50mm) constructed from min 5mm steel wire zinc alloy and powder coated to BS EN 13438 with min 60- mm x 40mm steel posts galvanized and powder coated to BS EN13438 and set in concrete min 600mm deep; or
- deeper and larger with additional support if required by ground conditions at maximum 3 metre centres.

Top to have 'rolled down' top which contains no sharp points or edges.

COMPLETION REPORT -

23. Upon completion of the Preparatory Works, a completion report shall be submitted to and approved by the EA and EHO and other appropriate Regulatory Authorities as required prior to submission to the County Council. The completion report shall warrant that the remediation has achieved its objectives as evidenced by a verification report and quality assurance certificates. The completion report shall also include certification that the works have been completed in accordance with design proposals by each design organisation. The completion report shall identify whether long-term monitoring and/or maintenance is required.
24. The report shall detail all works undertaken and the chain of warranty provided for work
25. The report shall include provision of updated topographical data defining the consequential status of the Primary School Site following the execution of intervention work

COMMUNICATION

26. Where approval or agreement of the County Council is required as provided in this Schedule or otherwise for communications with the County Council in relation to this Schedule the following contact details apply:

PROPERTY AND FACILITIES SECTION

Head of Property
Oxfordshire County Council
County Hall
New Road
Oxford
OX1 1ND

Copies electronically to developer.funding@oxfordshire.gov.uk

Note: The Owner agrees to be the only client for the purposes of the Construction Design and Management Regulations 2015

ANNEX 4

PRIMARY SCHOOL SERVICES

Contract completion means completion of the contract for construction of the school

Requirements	When – Fully operational prior to	Where¹
<p>Permanent water supply connection from mains</p> <p>Water meters based on the size of the Primary school site:</p> <p>80 mm internal diameter main water service with minimum statutory water pressure</p> <p>Separate 25mm internal diameter supply for sprinkler system</p>	<p>Four (4) months prior to contract completion</p>	<p>At the main entrance to the Primary School Site as shown on the Primary School Plan</p>
<p>Electricity</p> <p>Mains electricity</p> <p>Mains supply providing 180 kVa</p> <p>Infrastructure to allow for future requirement of 220 kVa (in place of and not additional to the 180 kVa)</p>	<p>Four (4) months after contract letting date for construction of the school</p>	<p>At the main entrance to the Primary School Site as shown on the Primary School Plan</p>
<p>Mains gas supply with meter</p> <p>Meter supply providing 65m³/hr</p> <p>Infrastructure to allow for future requirement of 100m³/hr (in place of and not additional to the 65m³/hr))</p>	<p>Six (6) months prior to contract completion</p>	<p>At the main entrance to the Primary School Site as shown on the Primary School Plan.</p>
<p>Standard Fire Hydrants</p> <p>Hydrants must be capable of supplying sufficient water at suitable pressures i.e. a minimum of 1500 litres/min but always to accord with the recommendations of the Fire Service</p>	<p>Four (4) months prior to contract completion</p>	<p>Provisions to accord with the recommendations of the Fire Service but as a minimum one hydrant must be provided on the highway/prospective highway near to each of the entrances to the Primary School Site as shown on the Primary School Plan</p>

¹ Reason for establishing location of service connections points is that when not done in the past they have not been satisfactory and have led to additional costs for the County.

Requirements	When – Fully operational prior to	Where'
<p>Drainage spur connections from mains</p> <p>Foul water lateral connections will be provided at locations as defined on the Primary School Plan at a gradient of 1:80 and at an invert level no higher than 128.2m AOD unless otherwise agreed</p> <hr/> <p><u>Surface water drainage</u> runs min 225mm diameter [laid at 1:100]</p> <p>NB Gradients on school site will be no shallower than 1:100.</p> <p>Inverts must accommodate gravity drainage system on and from the school site and accord with requirements given further to paragraph 6.1</p> <p>Spur connection means connection between (a) manhole for mains drains serving development which is located on the highway / prospective highway in close proximity to manhole on school site near the boundary of school site and (b) that on-site manhole</p>	<p>Six (6) months prior to contract completion</p>	<p>At the main entrance to the Primary School Site as shown and at various locations points as identified on the Primary School plan</p>
<p>Communications</p> <p>Appropriate ducting and cabling to allow the provision of:-</p> <ol style="list-style-type: none"> 1. Superfast Broadband (100mm duct) 2. Incoming BT multihead telephone spur providing 5 external ISDNE/lines or market equivalent at the time of installation(100mm duct); and 3. Any digital communication system (for example cable television) if provided on the Development (100mm duct) 	<p>Four (4) months prior to contract completion</p>	<p>At entrance to the Primary School Site as shown on the Primary School Site plan</p>

**FIFTEENTH SCHEDULE
SECONDARY SCHOOL EXTENSION SITE**

1. DEFINITIONS

In this Schedule the following words and phrases shall have the following meanings unless the context otherwise requires (and for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed)

Expression	Meaning
1.1 Abnormals	means the matters specified in Annex 1 to this Schedule
1.2 Abnormals Costs	means the reasonable and proper costs of any Abnormals which are required for the provision of Secondary School facilities at the Secondary School Extension Site as agreed or determined further to paragraph 2
1.3 Approvals	means the permissions consents licences and the like of any local or other competent authority which may from time to time be necessary to enable the Owner to carry out lawfully the Preparatory Works
1.4 Index Linked	means adjusted according to any increase in the BCIS PUBSEC (Price Index of Public Sector Building Non-Housing) within the BCIS Public Sector Price and Cost Indices including Location Study (approving location factor 7 –South East Function Factor 3 – School Colleges and Training Centres) (on the basis of the “Extension of PUBSEC TPI”) and made available through the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors from the date of the County Council’s assessment under paragraph 2.1 of this Schedule to the date of payment
1.5 Levels Scheme	means a scheme for the levels of the Secondary School Extension Site and of those parts of the Site which surround the Secondary School Extension Site for a distance of 10 metres from the boundaries of the Secondary School Extension Site including cross sections perpendicular to the Secondary School Extension Site boundaries at 10 metre intervals and which may include a complementary scheme (to form part of the Preparatory Assessment and Works) for the levels of the Secondary School Site
1.6 Offer Date	means the date of first Occupation of the 190 th Dwelling to be Occupied on the Site OR the date 36 (thirty six) months after first Occupation of the first Dwelling to be Occupied OR the date the Link Road is completed in accordance with Clause 5.3 of this Deed, whichever is the earlier

Expression	Meaning
1.7 Preparatory Works	means the works to the Secondary School Extension Site identified in Part A of Annex 3 together with all associated works and related investigations, assessments and reports as specified in Part B of Annex 3
1.8 Secondary School	means a Secondary School together with associated playing fields and play grounds
1.9 Secondary School Offer	means an irrevocable offer in writing to transfer the Secondary School Extension Site to the County Council in accordance with paragraph 4.2 and which expressly refers to paragraph 4.2 and expressly sets out the time period for the County Council to respond being 3 months from the receipt of offer
1.10 Secondary School Boundaries Plan	means the drawing ref 8686-016 annexed to this Deed at Appendix 15 showing the boundaries of the Secondary School Extension Site
1.11 Secondary School Plan	means the drawing ref 8686-018 annexed to this Deed at Appendix 16 showing the site in relation to its surroundings and including without limitation features such as the pedestrian and vehicular links to the site, location of any building, playing fields and play areas
1.12 Secondary School Services	means the services and apparatus identified in Annex 4
1.13 Secondary School Extension Site	means all that area of land shown edged red on the Secondary School Plan with an area of no less than 1.855 hectares and the whole of the Southern boundary of the Secondary School Extension Site marked red on the Secondary School Boundaries Plan shall immediately abut the prospective highway
1.14 Restrictions	means all matters (whether arising before or after the date of this Deed) affecting the Secondary School Extension Site or its use registered or capable of registration as Local Land Charges and all notices, charges, orders, resolutions, demands, proposals, requirements, regulations, restrictions, agreements, directions or other matters affecting the Secondary School Extension Site or its use or affecting the Preparatory Works served or made by any local or other competent authority or otherwise arising under any statutory requirement
1.15 Service Media	means sewers, drains, channels, pipes, watercourses, wire, cables and other conducting media and installations and ancillary equipment for the supply of water electricity gas and electronic and other communication and disposal of foul and surface water

2. **ADDITIONAL COSTS**

2.1 The County Council will use reasonable endeavours to advise the Owner in writing of its assessment of the Abnormals Costs within six (6) months of the provision of the last of the following to be supplied:

2.1.1 surveys and information further to clauses 3.2 (Surveys/Investigations), and 3.5 (Levels Scheme);

2.1.2 and payment further to paragraph 4.1 of Part 1 or paragraph 4.1 of Part 2 of Thirteenth Schedule, as the case may be

and the Owner shall be deemed to have agreed the County Council's assessment of the Abnormals Costs unless it advises the County Council otherwise in writing within 28 (twenty eight) days of service on the Owner of the County Council's assessment. If the Owner objects to the County Council's assessment the County Council and the Owner will seek to agree the Abnormals Costs and if such agreement has not been reached within 25 (twenty five) Working Days any party to the dispute may refer the matter for expert determination in accordance with the provisions of Clause 21 PROVIDED THAT if the County Council has not submitted its written assessment of the Abnormals Costs to the Owner within the timescale set out above in this paragraph 2.1 then the following provisions shall apply:

2.2 The Owner shall be at liberty to serve a written notice on the County Council advising the County Council that if it does not submit to the Owner its written assessment of the Abnormal Costs with 15 (fifteen) Working Days of receipt of the notice it shall be deemed that the Owner and the County Council are in dispute as to the assessment of the Abnormal Costs; and

2.3 The parties shall use their reasonable endeavours to resolve this dispute with the ensuing 20 Working Days but failing agreement with 20 (twenty) Working Days the assessment of the Abnormal Costs may be referred for expert determination in accordance with the provision of clause 21

2.4 The Abnormal Costs shall be Index Linked from the date of the County Council's assessment and the Owner covenants to pay the Abnormal Costs Index Linked to the County Council payment with payment further to paragraph 4.2 of Part 1 of the Thirteenth Schedule or paragraph 4.2 of Part 2 of the Thirteenth Schedule (whichever is applicable) or with 14 (fourteen) days of the receipt of the expert's determination under paragraph 2.1 of this Schedule whichever is the later

3. **SECONDARY SCHOOL EXTENSION SITE – INFORMATION AND CONTROLS**

The Owner covenants with the County Council that:-

Precise Boundaries

3.1 The Development shall not be Implemented until the precise boundaries of the Secondary School Extension Site with no less an area than 1.855 hectares have been agreed by the Owner and the County Council and the Owner agrees that its representatives will liaise with the County Council including as appropriate carrying out a joint site visit/visits in order to establish such boundaries which are to be pegged by the Owner and recorded by the Owner digitally on agreed site survey records whereon the

Owner shall erect on the agreed boundaries for the Secondary School Extension Site and maintain until the Secondary School Extension Site is transferred to the County Council temporary fencing (such as 1200 mm high chestnut paling fencing or 1800mm high heras type fencing) Heras 151 Steadfast System or similar with "school site – no entry" weather proof signs marked with red lettering no less than 75 mm high and permanently fixed at no greater than 10 metre intervals)

Surveys/Investigations

3.2 Without cost to the County Council the Owner shall procure and supply to the County Council prior to Implementation of the Development

3.2.1 a full geotechnical ground investigation survey of the Secondary School Extension Site in accordance with the specification at Annex 2 and;

3.2.2 a topographical survey of the Secondary School Extension Site and surrounding areas of the Site for a distance of 10 metres from the boundaries of the Secondary School Extension Site in accordance with the specification at Annex 2.

Such surveys shall be undertaken by reputable consultants with appropriate expertise and the contracts for such surveys shall accord with industry standards for contracts for such type of surveys and certified copies will be supplied to the County Council with the survey reports

3.3 Without cost to the County Council the Owner shall procure and supply to the County Council within one month of the provision of each survey specified in paragraph 3.2 warranties substantially in the form attached as Appendix 13 from the consultants responsible for the production of that survey

3.4 In the event that a survey specified in paragraph 3.2 above is not supplied to the County Council within three (3) months of Implementation to pay to the County Council within four months of Implementation Eleven Thousand Pounds (£11,000) if the geotechnical ground investigation survey has not been supplied and Two Thousand Pounds (£2,000) if the topographical survey has not been supplied.

Levels Scheme

3.5 Prior to Implementation the Owner shall supply the Levels Scheme to the County Council

3.6 Not to alter the levels of the area of the Site which surrounds the Secondary School Extension Site (for a distance of 10 metres from the boundaries of the Secondary School Site) save in accordance with the Levels Scheme subject always to any adjustment further to Annex 3

Land/Surface Water Drainage

3.7 The Owner shall procure without any cost to the County Council that no drainage is directed on to under or through the Secondary School Extension Site or otherwise adversely affect drainage or use of the Secondary School Extension Site

Controls

3.8 The Owner shall not erect or cause or permit to be erected any mobile phone mast on any part of the Site which is within 200 metres of the boundary of the Secondary School Extension Site

- 3.9 The Owner shall not carry out any works on (including for the avoidance of doubt alterations by the removal or deposit of materials or otherwise of the levels of any part of the Secondary School Extension Site) or install any service conduits in on over or under the Secondary School Extension Site save in accordance with the provisions of paragraph 4
- 3.10 The Owner shall not erect or cause or permit to be erected any fencing or other structure on any boundary of the Secondary School Extension Site unless it shall have first been approved in writing by the County Council as suitable for a school boundary and substantially in accordance with the specification at Annex 3 paragraph 22 and it is agreed that any such boundary structure shall on the transfer of the Secondary School Extension Site to the County Council become the property (and thereby the responsibility) of the County Council

Access and Information

- 3.11 Upon reasonable prior written notice the Owner shall permit any persons nominated by the County Council to enter free of charge on the Secondary School Extension Site and adjacent land for the purpose of undertaking surveys and investigations the County Council making good all damage occasioned thereby
- 3.12 The Owner shall answer in writing as expeditiously as reasonably possible and in as comprehensive and informative manner as reasonably possible and without charge to the County Council all reasonable preliminary enquiries raised by the County Council

4. SECONDARY SCHOOL EXTENSION SITE – WORKS AND TRANSFER

The Owner covenants with the County Council as follows:-

- 4.1 Not to cause or permit Implementation until there have been submitted a detailed specification and construction drawings for the Preparatory Works and further defined in Annex 3 (together with the Levels Scheme if not previously supplied) to the County Council and the Owner has secured the approval of the County Council:
- 4.2 Prior to making the Secondary School Offer to observe and perform the following obligations:
- 4.2.1 Without cost to the County Council to procure that the Preparatory Works are undertaken diligently in accordance with the detailed specification and construction drawings as approved by the County Council, the terms of all Approvals, in good and workmanlike manner in accordance with good building practice and in compliance with all Restrictions and statutory requirements and otherwise in accordance with the procedure set out in Annex 3 to the satisfaction of the County Council and this has been certified in writing by the County Council. No other works (including tipping or excavation works) shall be undertaken to the Secondary School Extension Site save as provided in this paragraph 4 unless expressly approved by the County Council at the County Council's absolute discretion. The works shall be undertaken by reputable consultants/contractors with appropriate expertise. The contract for such works shall accord with industry standards for contracts for such type of works and a certified copy will be supplied to the County Council prior to making the Secondary School Offer

- 4.2.2 Without cost to the County Council to procure and supply to the County Council warranties substantially in the form attached at Appendix 14 from all consultants, contractors and other persons responsible for the design and works to the Secondary School Extension Site in accordance with paragraph 4.2.1
- 4.2.3 Without cost to the County Council to comply fully with all requirements of any planning conditions relating to archaeology in so as they relate to the Secondary School Extension Site including carrying out and completing investigations in accordance with the approved written scheme of investigation (if this is required)
- 4.2.4 Without cost to the County Council to complete all works (if any) required to achieve the Levels Scheme
- 4.2.5 Without cost to the County Council to relocate any overhead cables at the Site which cross the Secondary School Extension Site and/or are within 50 metres of the Secondary School Extension Site so that no part of these overhead cables is located in, over or under the Secondary School Extension Site and no overhead cable is located within 50 metres of the Secondary School Extension Site and any underground cable is buried at a minimum distance of 5 metres from any part of the School Site (unless under highway/prospective highway)
- 4.2.6 Subject to paragraph 4.2.7 below of this Schedule without cost to the County Council to provide a pedestrian crossing from the Secondary School Extension Site to the boundary of the site of the existing Secondary School across the public right of way known as the Salt Way along the yellow line shown on the Secondary School Plan which pedestrian crossing shall be provided to a specification to be approved in advance by the County Council but which for the avoidance of doubt shall be 2 metres wide and there shall be no requirement for the crossing to be lit and shall in so far as it crosses any ditch have a solid hand rail on both sides of the crossing with infill reaching from the hand rail to the surface of the ditch crossing and shall be suitable for use by wheelchair users PROVIDED ALWAYS THAT the County Council shall grant the Owner all such necessary rights over Salt Way and/or other land in the control of the County Council which may be required in order to construct such pedestrian crossing
- 4.2.7 Following the provision of evidence to the satisfaction of the County Council that the Owner is unable to comply with paragraph 4.2.6 above, then without cost to the County Council and within 6 months of the making of the Secondary School Offer to provide a footpath (which is intended to be dedicated as a public footpath) from the Secondary School Extension Site across the part of the Site along the orange line shown on the Secondary School Plan to public right of way 120/45 to enable access to the existing Secondary school, which footpath shall be provided to a specification to be approved in advance by the County Council but which shall be 2 metres wide and there shall be no requirement for the footpath to be lit, suitable for use by wheelchair users and be dedicated to the highway authority for public use as a footpath within 12 (twelve) months of its completion and paragraph 4.2.6 will be of no further effect

- 4.3 On or before the Offer Date to make the Secondary School Offer to the County Council to transfer the freehold of the Secondary School Extension Site and all other interests (if any) in the Secondary School Extension Site to the County Council on the terms as set out in the Nineteenth Schedule and the County Council may by notice in writing to the Owner accept the Secondary School Offer within three (3) months of receiving it; and
- 4.3.1 if the Secondary School Offer has not been made on or before the Offer Date not to continue with the Development or cause or permit any further Occupation at the Site until this paragraph 4.3 above has been fully complied with
- 4.3.2 For the avoidance of doubt in the event that the Secondary School Extension Site is offered to the County Council prior to compliance with the provisions of paragraph 4.2 above then such offer shall not (unless otherwise expressly agreed by the County Council in its absolute discretion) constitute the Secondary School Offer in compliance with this paragraph
- 4.4 Following acceptance by the County Council of the Secondary School Offer to transfer the freehold of the Secondary School Extension Site to the County Council (and to procure that all other interests (if any) in the Secondary School Extension Site are transferred to the County Council) in accordance with the terms set out in the Nineteenth Schedule and substantially in the form of transfer attached at Appendix 14
- 4.5 If such transfer is not executed as a deed by the Owner and any other person with an interest in the Secondary School Extension Site and delivered to the County Council within 28 (twenty eight) days of the County Council's acceptance of the Secondary School Offer not to continue with the Development or cause or permit any further Occupation at the Site beyond such time until such transfer has been duly executed as a deed and delivered to the County Council and on completion of the transfer the Owner shall also enter into a deed of assignment without any cost to the County Council of the guarantee(s) relating to any acoustic fencing installed as part of the Preparatory Works. Such assignment shall be in favour of the County Council and/or the Academy Trust for the relevant school as directed by the County Council and shall not require the prior consent of the manufacturer
- 4.6 Prior to the transfer of the Secondary School Extension Site to the County Council to provide on to the Site (no less than 1 metre from the Site boundary) an electricity supply (no less than 100 amp 415 volt 3 phase supply), a 25 mm water supply, connection and access to a gravitational fed foul drain (no less than 100 mm diameter) and connection to a gravitational fed free flowing surface water drainage system for contractors "(together with such protective housing as the undertaker may require for the purpose of providing relevant supply)" and where required by the County Council a temporary haul road for the use of contractors to the boundary of the Secondary School Extension Site from the public highway all to be in positions agreed by the County Council and to maintain such temporary haul road and services so that they are available for convenient use until permanent connections and access are operational
- 4.7 PROVIDED ALWAYS that if any such services and haul road are not provided prior to the transfer of the Secondary School Extension Site not to continue with the Development or cause or permit any further Occupation at the Site until they have been provided in accordance with this paragraph

4.8 The Owner shall ensure that all conducting media, installations and ancillary equipment for the supply of water, electricity, gas and electronic and other communications and for the disposal of foul and surface water serving the Development will be of sufficient capacity to serve the Secondary School Extension Site for the purposes of a Secondary School in accordance with capacity requirements set out in Annex 4 and if insufficient the Owner shall commence within one (1) month of written request from the County Council so to do and diligently proceed to upgrade the same at its own expense and without prejudice to the generality of the foregoing the Owner shall ensure that the foul water drainage scheme for the Site

4.8.1 provides sufficient capacity for the outfalls arising from the drainage solution serving the Development including the Primary School; and

4.8.2 provides a gravity drainage system to serve the Secondary School Extension Site which complies with the County Council's requirements as to invert levels supplied further to paragraph 6 below

4.8.3 shall be connected to the mains drainage system adopted by the drainage authority

4.9 To provide the Secondary School Services so as to be fully available to serve the Secondary School Extension Site for the purpose of a Secondary School and to procure that the Secondary School Services are:

4.9.1 constructed to the termination position/connection point/terminal points for the Secondary School Services on the boundary of or as applicable within the Secondary School Extension Site in the locations set out in Annex 4 to this schedule

4.9.2 fully operational in accordance with the timetable set out in Annex 4 to this schedule to include the completion without cost to the County Council of all parts of the surface water drainage system which will serve the School Site and which shall accommodate the capacity and invert levels set out in Annex 4 (subject to adjustment with regard to paragraph 6 below provided always that this shall not impose any obligation on the Owner to pay for the supply consumed through the use of the services

and if any of the Secondary School Services are not so provided so as to be fully operational in accordance with the timetable set out in Annex 4 not to continue with the Development or cause or permit any further Occupations at the Site until they have been so provided so as to be fully operational

4.10 No less than three (3) months prior to the proposed opening date of the Secondary School as notified by the County Council to complete the construction of the following:

4.10.1 convenient pedestrian and cycle access ways along such routes to the Secondary School Extension Site as the County Council shall have previously approved from the parts of the Site which at that date have been or are in the course of construction to the pedestrian entrances

to the Secondary School Extension Site as shown on the Secondary School Plan all such ways to be constructed to the County Council's adoption standard (with lighting)

- 4.10.2 permanent vehicular access ways to the Secondary School Extension Site (6 metre wide carriageway with 2 metre wide footway on either side) from the public highway (via such routes as the County Council shall have previously approved) to the vehicular entrance[s] to the Secondary School Extension Site as shown on the Secondary School Plan [together with a further permanent vehicular access for grounds maintenance equipment (including gang mowers) as shown on the Secondary School Plan. Such access ways [excepting the grounds maintenance access] are to be constructed to the County Council's adoption standard

and there will be provided as part of the works under this paragraph 4.10 such traffic calming measures, road markings, barrier rails and pelican crossings as may be agreed by the Owner and the County Council for ensuring safe pedestrian access to and from the Secondary School Site

- 4.11 Prior to the proposed opening date of the Secondary School to provide on the public highway/prospective public highway or any other part of the Site to which the public has access in such location as has been approved by the County Council two bellmouths of geometry to be demonstrated as suitable for a 15 metre long coach so as to afford safe and convenient access to and egress from the Secondary School Extension Site by a coach and including a 2 metre wide footway at either site of the bellmouth

5. DEALINGS WITH SECONDARY SCHOOL SITE

- 5.1 Subject as specified in paragraph 5.2 of this Schedule the Owner covenants with the County Council that except as permitted in the Nineteenth Schedule not to create or dispose of any legal or equitable interest (including without limitation any easement, right or covenant) in, over or under nor create any right or licence to occupy or use the Secondary School Extension Site or any part of it except in favour of the County Council provided always that this restriction on dealings shall come to an end should the County Council not accept the Secondary School Offer within three (3) months of it having been made

- 5.2 It is acknowledged and agreed that the Secondary School Extension Site may be transferred to the Developer and for the avoidance of doubt the Developer confirms and agrees that if the Secondary School Extension Site is transferred to the Developer it shall observe and perform the provision of this Fifteenth Schedule in respect of the Secondary School Extension Site and as applicable the Nineteenth Schedule

6. COUNTY COUNCIL COMMITMENT (NOTIFICATION)

The County Council will notify the Owner in writing of the inverts of foul water drainage spurs and if applicable surface water drainage spurs for the Secondary School Extension Site (linking manholes for the mains drains to be located in the highway/prospective highway in close proximity to the boundary of the Secondary School Extension Site to manholes within the Secondary School Extension Site near its boundaries) within three (3) months of the Owner supplying the last of the following: surveys and

information in accordance with paragraphs 3.2 to 3.5 (geotechnical survey, topographical survey and Levels Scheme)

7. THIRD PARTY

The Owner agrees that the County Council may appoint a third party to undertake the role of the County Council as provided for in paragraphs 2-5 above and the Owner further agrees for the avoidance of doubt and without prejudice to the generality of the foregoing that if so required by the County Council the Secondary School Extension Site shall be transferred without cost to the County Council to such a nominee who is an approved education provider in place of the County Council and the warranties referred to in paragraph 3.3 and 4.2.2 supplied to or assigned to such nominee without cost to the County Council

ANNEX 1

ABNORMALS

1. Foundations for the buildings which differ from the concrete filled trenches measuring 600 millimetres in width and 1.2 metres in depth under each structured wall to support a building of no more than two storey
2. Attenuation measures which exceed a standard allowance of 1m³ of plastic crate proprietary measures for every 25m² of roof area.
3. Excavation works that require the breaking out of existing material defined within the RICS Standard Method of Measurement (SMM) as extra over items.
4. Increased costs for works required to de-stoned such that no stone >20 mm remains. This could either be achieved through screening or by other in-situ techniques such as stone separation or stone burying. The optimum choice of method for de-stoning will depend on the type and quantity of stone present.
5. Increased cost for works required to level the site including stripping topsoil and remove to temporary stockpile for re-use. Undertaking cut and fill earthworks and importation of additional fill material to create the playing field plateau all in line with Sport England Guidance Note 'Natural Turf for Sport'.
6. Excavation work below the water table defined within the RICS Standard Method of Measurement (SMM) as extra over items.
7. The design and construction work relating to both buildings and external hard surface areas because the ground at the Secondary School Extension Site is made ground and which would not have been required if that had not been the case.
8. The design and construction of ramps/retaining walls earth works and the like within the Secondary School Extension Site because of sloping gradients/change of levels at the Secondary School Site
9. The design and construction of ramps/steps/retaining walls/balustrading on the boundary of the Secondary School Extension Site because of differential levels between the Secondary School Extension Site and adjoining land.
10. Measures to manage the safety of children arising from the detailed design of the Preparatory Works for example landscaping or barriers to restrict access to the ramped areas proposed to address changes of level.
11. Measures that increase cost of construction that are necessary to address adverse findings arising from the geotechnical report for radon/methane barriers or implications arising from high water table

ANNEX 2 SURVEYS AND INVESTIGATIONS

A. Topographical Surveys covering the Secondary School Extension Site and surrounding areas for 10 metres measured from the boundaries of the Secondary School Extension Site which shall include

- Dimensional surveys
- Defined locations of below ground services through ground penetrating radar CAT scans and reference to statutory authority service enquiries to demonstrate that the Secondary School Extension Site is free from encumbrances
- Level surveys using optical levels, digital bar codes staff levels and precise levels with invar staffs including lifting manholes and inspection chambers and taking inverts of drainage
- Area measurement demonstrating compliance with areas defined on the Secondary School Plan
- Defined location showing the boundaries of the Secondary School Site
- Tree surveys, which comply with British Standard 5837:2005, including reference numbers, trunk positions, height, stem diameter, canopy and branch spreads
- Invasive plant surveys

AND the surveys shall be supplied in DWG format (Auto CAD) as well as hard copy

B. Geotechnical Ground Investigation covering the Secondary School Extension Site and surrounding areas of the Site for 10 metres measured from the boundaries of the Secondary School Site

1. Desk Study – this should include reference to available published information (including geological and historical) and an EnviroCheck Report (or similar) to produce a conceptual site model and preliminary qualitative risk assessment which will enable the scope of the investigation (in terms of foundations, structural & drainage design and potential for contamination) to be determined.
2. Intrusive ground investigation(s) - initial scope to be determined by the desk study and in accordance with BS10175: 2011 and BS5930:1999+A2:2010; to include:
 - i. Exploratory holes to a depth and frequency suitable to the anticipated ground conditions.
 - ii. In situ testing to facilitate design.
 - iii. Installation and monitoring of groundwater and ground gas sampling wells
 - iv. 4 No Soakaway tests to be undertaken in accordance with BRE 365 Locations of pits to be agree with OCC to ensure they are located appropriately to inform the design of the soakage system
 - v. Geotechnical laboratory testing to facilitate design.
 - vi. Performance quality standards testing to BS7370 for turf playing surfaces.

- vii. Chemical testing of soil, groundwater and ground gas to determine the presence, concentration variability, and spatial distribution of relevant determinands.
 - viii. Obtain BGS site specific Radon Report
3. Interpretative report - on the findings of the ground investigation, to include:
- i. Geotechnical parameters and recommendations for the safe and economical design of foundations, structures and drainage.
 - ii. An assessment of ground stability in relation to heave potential, mining, dissolution and slopes.
 - iii. Quantitative Human Health Risk Assessment against Contaminated Land Exposure Assessment UK model, or other demonstrated Generic and/ or Site Specific Assessment Criteria.
 - iv. Generic and/or Detailed Quantitative Risk Assessment for controlled waters.
 - v. Ground gas risk assessment for protection of site occupiers, adjacent site occupiers and property.
 - vi. Recommendations for the formation of landscaping and planting.
4. Results of archaeological, ecological and other investigations arising from planning conditions

AND the survey information shall be issued in digital format as well as hard copy.

ANNEX 3 – PREPARATORY WORKS

To be carried out further to paragraph 4.2.1

PART A

Works as summarised below are to be carried out in accordance with the methodology and detail set out in Part B of this appendix

1. Cleansing and de-contamination including removal wherever they occur of structures footing foundation services (live or de-commissioned) soils and groundwater considered a source of contamination (at any depth) and all other naturally and non naturally occurring items to be found in on or over the Secondary School site
2. Removal of protected species (flora and fauna) and invasive plants (such as Japanese Knotweed) from the Secondary School Site
3. Grubbing out and making good of any hedgerows *Note if filling and diverting of ditches is required this should be identified as a site specific matter. Please note special consents may be required for this*
4. Erection of 2.1m permanent weldmesh fencing along the boundary of the Secondary School Extension Site from points A to B B to C C to D D to A as shown on the Secondary School Plan with a 1.2m wide access gate opening inwards at one of the following locations to be determined in accordance with paragraphs 4.2.6 and 4.2.7 of this Fifteenth Schedule
 - a. where the yellow arrow meets the school boundary on the Secondary School Plan OR
 - b. where the orange line meets the school boundary on the Secondary School Plan
5. Levelling and otherwise making good (including making good arising from archaeological investigations and the like)

PART B

(To be read in conjunction with the topographical Survey and Geotechnical Ground Investigations as applicable)

References to the school and where the context requires "Site"/"site" in Annex 3 signify Secondary School Extension Site

In complying with their obligations under paragraph 4.2.1 of this Schedule (and without prejudice to the generality of that clause) the following shall be undertaken:

ASSESS THE SITE

1. The Site shall be initially assessed by means of a desk study that will inform the ground investigation design,
2. Appropriate ground investigation(s) are to be undertaken in accordance with BS10175: 2011 and BS5930:1999+A2:2010 accounting for a geotechnical and contaminated land elements.
3. Geotechnical and contaminated land assessment (desk study) shall include:

3.1 Geotechnical and contaminated land assessment (desk study) shall including

- Detailed assessment of geological and engineering hazards which may affect development arising due to the topography, geology and previous development within the site
- Preliminary Conceptual Site Model (PCSM) for the site area in accordance with the guidance within CLR11, to identify the potential pollutant linkages (PPLs).
- Site investigation strategy which will be designed and specified to characterise the site in terms of geology and contamination in accordance with recommended guidance including Environment Agency R&D Report Publications 66, CLR 11, CLEA (SR2, 3 & 4), BS10175

3.2 Geo-environmental site investigation strategy that shall:

- be agreed with the Regulatory Authorities (e.g. Environment Agency (EA)/ Environmental Health Officer (EHO)/the County Council) to ensure that their particular concerns are addressed within the design to facilitate regulatory sign off
- include relevant soil, soil gas, surface and groundwater sampling, and shall be carried out by a suitably qualified and accredited consultant/contractor in accordance with a Quality Assured sampling and analysis methodology. Laboratories shall hold UKAS and MCERTS accreditation for their test methods. Where appropriate standpipes shall be monitored
- summarise the investigation works, sampling, insitu testing, laboratory testing (geotechnical and chemical) and monitoring results in a report.

REPORT UPON FINDINGS (CONTAMINATION AND PHYSICAL GROUND ABNORMALS)

4. The geo-environmental assessment report shall include a geotechnical and contaminated land assessment (undertaken in accordance with The Model Procedures for the Management of Land Contamination CLR 11 (2008) technical framework and R&D Publication 66 (2008), which provide a structured decision-making process to assess land contamination).

5. The report shall include but not be limited to the following elements:

- Provide an assessment of both contamination issues (including regulatory waste management issues in respect of excavated material) and physical ground abnormalities
- Review and refine the PCSM thus verifying the potential pollutant linkages i.e. the source pathway receptor relationships for the site.
- Include a Quantitative (human health) Risk Assessment. The assessment shall be undertaken on all strata at the site. The CLEA standard land use scenario (and assumptions used to derive SGV) for residential with plant uptake end-use is considered to be the most appropriate human health scenario for this site. This allows for a suitably conservative set of Generic Assessment Criteria to be used/derived to account for any future site use and/or change in site levels to which the land may be subject once ownership is transferred to OCC.

- Assess controlled waters against Environmental Quality Standards (EQS) or UK Drinking Water Standards for the controlled waters GQRA
- Soil gas monitoring/sampling results shall be used in a soil gas risk assessment in accordance with current NHBC guidance and CIRIA C665
- Based upon the results of the ground investigation, report whether further intrusive investigations are required to provide confidence that strata contamination is homogeneous or occurs as discrete areas.
- Determine whether remedial works are required to bring the site to a condition suitable for use and provide recommendations within a remediation options appraisal.
- Include information relating to physical ground abnormalities, such as made ground, obstructions, services (live or decommissioned) and soft ground.
- Summarise the results of the geotechnical testing (in situ and laboratory).
- Provide an engineering appraisal and recommendations relating to: foundations, ground stability, structures, pavements, drainage, material re-use and disposal gas/, radon protection measures, services, infiltration drainage and landscaping.

PROPOSE WORKS (REMEDICATION AND RECLAMATION 6-9)

6. In the event that the geo-environmental assessment identifies abnormal physical ground conditions and/or engineering constraints which may impact upon the development (school), the Remedial Method Statement ("RMS"), which details reclamation/remedial works to be undertaken including a remediation strategy, implementation plan and programme including verification, monitoring, maintenance, health and safety and environmental protection measures, shall be prepared and submitted to and approved by the County Council prior to works commencing.
7. Reclamation criteria shall be agreed and approved in writing by the appropriate regulatory authorities prior to submission for approval by the County Council
8. Remediation criteria shall be agreed and approved in writing by the EA and EHO and any other appropriate regulatory authorities prior to submission to the County Council and shall render harmless the identified contamination, leaving the land fit for use, future reuse (residential with plant uptake end-use) as well as protecting the surrounding environment, including any controlled waters
9. The RMS including verification, monitoring, maintenance, health and safety and environmental protection measures shall be agreed and approved in writing by the EA and EHO and any other appropriate regulatory authorities prior to submission for approval to the County Council
10. Where any Preparatory Works are within the area of the playing pitches obtain a detailed design and specification for the natural turf sports pitch its substructure and drainage requirements from a competent and professionally qualified landscape specialist with a proven track record of this type of work (e.g. landscape architect, professionals accredited/recommended by the sports turf institute) to inform the Preparatory Works to create a natural turf sports pitches to be fully drained club standard

pitches in accordance with Sport England recommendations contained in Natural Turf for Sport Design Guidance Notes and SAPCA (sports and Play Construction association) guidelines capable of use throughout the year. This design work will be subject to a design warranty.

11. All works to the school site are to be carried out by an appropriate landscape contractor with a proven track record in the construction of natural turf playing fields as defined, fully specified and supervised on site by the appropriate landscaping professional referred to in paragraph 10. The contractor's work is to be subject to a construction warranty.

EXECUTE WORKS – ALL PREPARATORY WORKS (12- 14 AND 16-20)

12. Appropriate written notice (no less than 14 days) to be given to the County Council or its representative to enable and facilitate attendance at instigation of the Preparatory Works (whether remedial or otherwise) and subsequent watching brief by the County Council (or its representatives)
13. All the works must be undertaken with the full knowledge approval and acceptance of all the regulators/relevant authorities including as applicable the district council and the Environment Agency
14. Remove all protected species (flora and fauna) and invasive plants in line with best practice and in accordance with the requirements of Natural England to enable both Preparatory Works and construction of the school to be undertaken and take all reasonable steps to ensure that they do not return

Note: 15 – 16 relate to remediation and reclamation works

15. Approved works shall be carried out in full on site under a quality assurance scheme to demonstrate compliance with the proposed methodology. If during the works contamination is encountered which has not previously been identified, then the additional contamination shall be fully assessed and appropriate remediation/reclamation works agreed with and approved by the appropriate regulators
16. Remediation of contaminants to be carried out to meet residential development standards with plant uptake end-use and accord with the guidance for the safe development of housing on land affected by contamination R and D: 66 2008 Volume 1 published jointly by the Environment Agency, NHBC and the Chartered Institute of Environmental Health
17. Where Preparatory Works include levelling and ground works (see Part A Item 5) whether further to remediation or other Preparatory Works the following apply
 - 17.1 Infilling with materials is to be approved by the County Council such approval to include:
 - approval of the source of the materials with the provision of satisfactory test results (frequency and type to be agreed) for the materials; and
 - approval of the method statement for installation of the materials with the provision of approved testing to appropriate standards

- 17.2 raising of levels of the Secondary School Extension Site if required by the RMS or is otherwise required in order to accommodate ground water levels and any flood alleviation and/or attenuation measures required by the Environment Agency or the lead local flood authority.
18. Ensure groundwork include treatment / improvement to achieve a net bearing capacity of 100kPa, the maximum total differential settlement of 25mm in any event and with angular distortion limited to length/250 between any 2 points. Hard standing areas are to be laid to falls to aid drainage (typically 1:80) and any settlement should not compromise the drainage of the site
19. All imported material shall be tested prior to importation and upon acceptance to site (RMS to determine type and frequency of testing in accordance with end use).
20. Provision of top soil to the Secondary School Extension Site to ensure a minimum depth of 250 mm top soil and not to exceed 300 mm, which shall comply with BS3882:2007, provide a ph value of between 5.5 and 7.5 to ISO 10390, contain no stone larger than 15mm in any direction, no foreign objects or fragments and shall not contain substances which may prove hazardous to health or the environment all compacted at maximum 250 mm layers to meet the defined performance quality standards testing to BS7370. All works are to be carried out by an appropriate landscape contractor with a proven track record in this type of work as defined and fully specified by the appropriate landscaping professionals referred to in paragraph 10
21. Where Preparatory Works include permanent acoustic fencing the fence comprised in the Preparatory Works should be warrantied for a minimum service life of 40 years and should not require maintenance for twenty (20) years.
22. Where Preparatory Works include permanent fencing on the boundary of the Site it shall be designed to fully conform to play fence standards in BS EN 1176 and be either
- 2.1m high proprietary anti-climb welded mesh systems (200 x 50mm) constructed from min 5mm steel wire zinc alloy and powder coated to BS EN 13438 with min 60- mm x 40mm steel posts galvanized and powder coated to BS EN13438 and set in concrete min 600mm deep; or
 - deeper and larger with additional support if required by ground conditions at maximum 3 metre centres.
- Top to have 'rolled down' top which contains no sharp points or edges

COMPLETION REPORT –

23. Upon completion of the Preparatory Works, a completion report shall be submitted to and approved by the EA and EHO and other appropriate Regulatory Authorities as required prior to submission to the County Council. The completion report shall warrant that the remediation has achieved its objectives as evidenced by a verification report and quality assurance certificates. The completion report shall also include certification that the works have been completed in accordance with design proposals by each design organisation. The completion report shall identify whether long-term monitoring and/or maintenance is required.

24. The report shall detail all works undertaken and the chain of warranty provided for work
25. The report shall include provision of updated topographical data defining the consequential status of the Secondary School Extension Site following the execution of intervention work

COMMUNICATION

26. Where approval or agreement of the County Council is required as provided in this Schedule or otherwise for communications with the County Council in relation to this Schedule the following contact details apply:

PROPERTY AND FACILITIES SECTION

Head of Property
Oxfordshire County Council
County Hall
New Road
Oxford
OX1 1ND

Copies electronically to developer.funding@oxfordshire.gov.uk

Note: The Owner agrees to be the only client for the purposes of the Construction Design and Management Regulations 2015

ANNEX 4

SECONDARY SCHOOL SERVICES

Contract completion means completion of the contract for construction of the school

Requirements	When – Fully operational prior to	Where²
<p>Permanent water supply connection from mains</p> <p>32 mm internal diameter main water service</p>	<p>Four (4) months prior to contract completion</p>	<p>At the main entrance to the Secondary School Extension Site as shown on the Secondary School Plan</p>
<p>Electricity</p> <p>Mains electricity</p> <p>Mains supply providing 70 kva</p>	<p>Four (4) months after contract letting date for construction of the school</p>	<p>At the main entrance to the Secondary School Extension Site as shown on the Secondary School Plan</p>
<p>Drainage spur connections from mains</p> <p><u>Foul drainage</u> from site (min 150mm diameter) [laid at 1:100]</p> <p><u>Surface water drainage</u> runs min 225mm diameter laid at 1:100</p> <p>Inverts must accommodate gravity drainage system (minimum invert on school boundary assumed to be 1.5m) on and from the school site and accord with requirements given further to paragraph 6</p> <p>Spur connection means connection between</p> <p>(a) manhole for mains drains serving development which is located on the highway / prospective highway in close proximity to manhole on school site near the boundary of school site and</p> <p>(b) that on-site manhole</p>	<p>Six (6) months prior to contract completion</p>	<p>At the main entrance to the Secondary School Extension Site as shown and at various locations points as identified on the Secondary School Plan</p>

² Reason for establishing location of service connections points is that when not done in the past they have not been satisfactory and have led to additional costs for the County.

SIXTEENTH SCHEDULE
LAND OPTION – PRIMARY SCHOOL

1. DEFINITIONS

In this Schedule and in addition to the definitions provided in Clause 1 of this Deed the following words shall have the following meanings and where a word is defined in Clause 1 of this Deed and also in this paragraph the meaning given in this paragraph shall be applied for the purposes of this Schedule:

Expression	Meaning
1.1 “Abnormals”	means the matters specified in Annex 1 to this Schedule
1.2 “Abnormals Costs”	means the reasonable and proper costs of any Abnormals which are required for the provision of primary school facilities at the Option Land as agreed or determined further to paragraph 2
1.3 “Approvals”	means the permissions consents licences and the like of any local or other competent authority which may from time to time be necessary to enable the Owner to carry out lawfully the Preparatory Works
1.4 “Index-Linked”	means in relation to the Option Land Purchase Price adjusted according to any change occurring between the November 2016 and the date of payment in the All Items Retail Prices Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics
1.5 “Levels Scheme”	means a scheme for the levels of the Option Land and of those parts of the Site which surround the Option Land for a distance of 10 metres from the boundaries of the Option Land including cross sections perpendicular to the Primary School Site and the Option Land boundaries at 10 metre intervals and which may include a complementary scheme (to form part of the Preparatory Assessment and Works) for the levels of the Option Land
1.6 “Offer Date”	means the date six (6) months after the date of the Option Notice
1.7 “Option”	means the option granted by the Owner to the County Council by paragraph 3 to purchase the Option Land during the Option Period at the Option Purchase Price
1.8 “Option Land”	means all that area of land shown outlined red on the Option Land Plan being an area of 0.79 hectares
1.9 “Option Land Plan”	means drawing number 8686-017 annexed to this Deed at Appendix 23 showing the boundaries of the Option Land

Expression	Meaning
1.10 “Option Land Purchase Price”	means the purchase price for the Option Land being the sum of Two hundred and Ninety Six Thousand Two Hundred and Fifty Pounds (£296,250) Index Linked
1.11 “Option Notice”	means a notice in the form set out at annexed to this Deed as Appendix 24 given by the County Council to the Owner notifying them that the County Council wishes to exercise the Option
1.12 “Option Period”	means the period of seven years beginning on the date the Primary School Site is transferred to the County Council in accordance with the Fourteenth Schedule
1.13 “Preparatory Works”	means the works to the Option Land identified in Section A of Part Four together with all associated works and related investigations, assessments and reports as specified in Section B of Part Four
1.14 “Primary School”	has the meaning set out in the Fourteenth Schedule to this Agreement
1.15 “Primary School Option Offer”	means an irrevocable offer to transfer the freehold of the Option Land to the County Council in accordance with paragraph 9.2 of this Schedule
1.16 “Primary School Services”	means the schedule of apparatus identified in Annex 4 of this Schedule
1.17 “Primary School Site”	has the meaning set out in the Fourteenth Schedule to this Agreement
1.18 “Restrictions”	means all matters (whether arising before or after the date of this Deed) affecting the Primary School Site or its use registered or capable of registration as Local Land Charges and all notices, charges, orders, resolutions, demands, proposals, requirements, regulations, restrictions, agreements, directions or other matters affecting the Option Land or its use or affecting the Preparatory Works served or made by any local or other competent authority or otherwise arising under any statutory requirement
1.19 “Service Media”	means sewers, drains, channels, pipes, watercourses, and other conducting media and installations and ancillary equipment for the disposal of foul and surface water

2. SAFEGUARDING OF ADDITIONAL PRIMARY SCHOOL LAND

The Owner and the County Council agree that:

- 2.1 the County Council may wish to extend the Primary School and so may require the Option Land in order to extend the Primary School

2.2 that following issue by the County Council of a notice confirming that the Option Land is not required OR the expiry of the Option Period this Schedule shall be of no further effect

2.3 the benefit of the covenants contained in this schedule may be assigned (in whole or in part) by the County Council to the education provider who is selected to operate the new Primary School

3. **OPTION**

3.1 The Owner grants the Option to the County Council

3.2 The County Council may exercise the Option at any time during the Option Period by serving an Option Notice on the Owner

3.3 No deposit is payable on the exercise of the Option

3.4 If the Option is exercised in accordance with the terms of this part of this Schedule the Owner will sell the Option Land to the County Council for the Option Land Purchase Price in accordance with the provisions of this Schedule and the Nineteenth Schedule

3.5 At the same time as doing the works required by paragraph 4.2 of the Fourteenth Schedule the Owner shall complete all the works and other matters set out in paragraph 7.2 of this Sixteenth Schedule

3.6 Within 6 months of service of the Option Notice to make the Primary School Option Offer and the County Council may by notice in writing to the Owner accept the Primary School Option Offer within three months of receiving it and if the Primary School Option Offer has not been made within that 6 month period not to continue with the Development nor cause or permit any further Occupation of the Development until the Owner has made the Primary School Option Offer to the County Council

3.7 Option Land Purchase Price shall be paid by the County Council to the Owner on completion of the transfer of the Option Land pursuant to the Option

4. **OWNER'S COVENANTS**

4.1 The Owner covenant and undertake with the County Council as follows:

4.1.1 not to cause or permit any building to be constructed on the Option Land nor to cause or permit the Option Land to be otherwise occupied, used, or developed for any purpose other than the works required in accordance with this Schedule during the Option Period or until the date the County Council issues its notice under paragraph 2.2 of this Schedule if earlier

4.1.2 not to cause or permit Implementation on the Site until it has agreed the precise position of the Option Land in writing with the County Council and the County Council and the Owner agree that its representatives will liaise with the County Council including as appropriate carrying out a joint site visit(s) in order to establish such boundaries which are to be pegged by the Owner and recorded by the Owner digitally on agreed site survey records and within one (1) month of Implementation the Owner shall erect on the agreed boundaries for the

Option Land and maintain until the Option Land is transferred to the County Council or the date the County Council issues its notice under paragraph 2.2 above whichever is the earliest 2.1m high weldmesh fencing (weldmesh fencing to have a smooth top) "no entry" weather proof signs marked with red lettering no less than 75 mm high and permanently fixed at no greater than 10 metre intervals)

4.1.3 not to allow the growth of any shrubs, trees or invasive species on the Option Land and this obligation shall come to an end should the County Council not serve the Option Notice within the Option Period or should the County Council issue a notice under paragraph 2.2 of this Schedule

4.1.4 to maintain the Option Land as open grass land during the Option Period by mowing not less than five (5) times in each calendar year for the duration of the Option Period

5. **ADDITIONAL COSTS**

5.1 The County Council will use reasonable endeavours to advise the Owner in writing of its assessment of the Abnormals Costs within nine (9) months of the provision of the last of the following to be supplied: surveys and information further to paragraphs 6.2 (Surveys/Investigations), and (Levels Scheme) and payment pursuant to paragraph 3.1 of Part 2 or paragraph 3.1 of Part 3 of the Thirteenth Schedule as the case may be and the Owner shall be deemed to have agreed the County Council's assessment of the Abnormals Costs unless it advises the County Council otherwise in writing within 20 (twenty) Working Days of service on the Owner of the County Council's assessment. If the Owner objects to the County Council's assessment the County Council and the Owner will seek to agree the Abnormals Costs and if such agreement has not been reached within 25 (twenty five) Working Days any party to the dispute may refer the matter for expert determination in accordance with the provisions of Clause 21 PROVIDED THAT if the County Council has not submitted its written assessment of the Abnormals Costs to the Owner within the timescale set out above in this paragraph 5.1 then the following provisions shall apply:

5.1.1 the Owner shall be at liberty to serve a written notice on the County Council advising the County Council that if it does not submit to the Owner its written assessment of the Abnormal Costs with 15 (fifteen) Working Days of receipt of the notice it shall be deemed that the Owner and the County Council are in dispute as to the assessment of the Abnormal Costs; and

5.1.2 the parties shall use their reasonable endeavours to resolve this dispute with the ensuing 20 (twenty) Working Days but failing agreement with 20 (twenty) Working Days the assessment of the Abnormal Costs may be referred for expert determination in accordance with the provisions of Clause 21

5.2 The Abnormals Costs shall be Index-Linked (applying BCIS PUBSEC Price Index of Public Sector Building Non-Housing within the BCIS Public Sector Price and Costs Indices (on the basis of the "Extension of PUBSEC TPI") and made available through the Building Costs Information Service (BCIS) of the Royal Institution of Chartered Surveyors) from the date of the County Council's assessment to

the date of payment and the Owner covenants to pay the Abnormals Costs Index Linked to the County Council ten (10) Working Days after agreement of the Abnormal Costs between the parties

6. INFORMATION AND CONTROLS

The Owner covenants with the County Council that:

Land/Surface Water Drainage

- 6.1 The Owner shall procure without any cost to the County Council that no drainage is directed on to under or through the Option Land or otherwise constructed so as to adversely affect drainage or use of the Option Land

Surveys/Investigations

- 6.2 Without cost to the County Council the Owner shall procure and supply to the County Council prior to Implementation

6.2.1 a full geotechnical ground investigation survey of the Option Land in accordance with the specification at Section B of Annex 2 and;

6.2.2 a topographical survey of the Option Land and surrounding areas of the Site for a distance of 10 metres from the boundaries of the Option Land in accordance with the specification at Section A of Annex 2

Such surveys shall be undertaken by reputable consultants with appropriate expertise and the contracts for such surveys shall accord with industry standards for contracts for such type of surveys and certified copies will be supplied to the County Council with the survey reports

6.2.3 Without cost to the County Council the Owner shall procure and supply to the County Council within one month of the provision of each survey specified in paragraph 6.2 warranties substantially in the form attached as Appendix 13 from the consultants responsible for the production of that survey

6.2.4 In the event that a survey specified in paragraph 0 above is not supplied to the County Council within three months of Implementation to pay to the County Council within four (4) months of Implementation Sixteen Thousand and Seven Hundred Pounds (£16,700) if the geotechnical ground investigation survey has not been supplied, Sixteen Thousand Five Hundred Pounds (£16,500) if the topographical survey has not been supplied.

Levels Scheme

- 6.3 The Owner shall supply the Levels Scheme to the County Council prior to Occupation of the Development

- 6.4 The Owner shall not alter the levels of the area of the Site which surrounds the Option Land (for a distance of 10 metres from the boundaries of the Primary School Site) save in accordance with the Levels Scheme subject always to any adjustment further to Annex 3

Controls

- 6.5 The Owner shall not erect or cause or permit to be erected any mobile phone mast (for the avoidance of doubt excluding pump station telemetry aerials) on any part of the Site which is within 200 metres of the boundary of the Option Land
- 6.6 The Owner shall not carry out any works on (including for the avoidance of doubt alterations by the removal or deposit of materials or otherwise of the levels of any part of the Option Land) or install any service conduits in on over or under the Option Land save in accordance with the provisions of paragraph 7
- 6.7 The Owner shall not erect or cause or permit to be erected any fencing or other structure on any boundary of the Option Land other than substantially in accordance with paragraph 4.1.2 and with the specification at Annex 3 paragraph 21 and it is agreed that any such boundary structure shall on the transfer of the Primary School Site to the County Council become the property (and thereby the responsibility) of the County Council

Access and Information

- 6.8 Upon reasonable prior written notice and provided always that the Development has been Implemented the Owners shall permit any persons nominated by the County Council to enter free of charge on the Option Land and adjacent land for the purpose of undertaking surveys and investigations subject to the County Council making good all damage occasioned thereby and complying with all directions of the site manager and all health and safety requirements
- 6.9 The Owners shall answer in writing as expeditiously as reasonably possible and in as comprehensive and informative manner as reasonably possible and without charge to the County Council all reasonable preliminary enquiries raised by the County Council

7. PREPARATORY WORKS

The Owners covenant with the County Council as follows:-

- 7.1 Not to cause or permit Implementation until there have been submitted a detailed specification and construction drawings for the Preparatory Works as further defined in Annex 3 to the County Council and the Owners have secured the approval of the County Council and in this regard the County Council shall provide its response within eight (8) weeks of receipt of the detailed specification and construction drawings
- 7.2 Prior to making the Primary School Offer (as defined in the Fourteenth Schedule) to observe and perform the following obligations:
- 7.2.1 Without cost to the County Council to procure that the Preparatory Works are undertaken diligently in accordance with the detailed specification and construction drawings as approved by the County Council, the terms of all Approvals, in good and workmanlike manner in accordance with good building practice and in compliance with all Restrictions and statutory requirements and otherwise in accordance with the procedure set out in Annex 3 to the

satisfaction of the County Council and this has been certified in writing by the County Council and in this regard the County Council shall provide its response within four (4) weeks of receipt of written notification that the Preparatory Works have been completed. No other works (including tipping or excavation works) shall be undertaken to the Option Land save as provided in this paragraph 7 unless expressly approved by the County Council at the County Council's discretion. The works shall be undertaken by reputable consultants/contractors with appropriate expertise. The contract for such works shall accord with industry standards for contracts for such type of works and a certified copy will be supplied to the County Council prior to making the Primary School Option Offer

- 7.2.2 Without cost to the County Council to procure and supply to the County Council warranties substantially in the form attached at Appendix 13 from all consultants, contractors and other persons responsible for the design and works to the Option Land in accordance with paragraph 7.2.1
- 7.2.3 Without cost to the County Council to comply fully with all requirements of any planning conditions relating to archaeology in so as they relate to the Option Land including carrying out and completing investigations in accordance with the approved written scheme of investigation (if this is required)
- 7.2.4 Without cost to the County Council to complete all works (if any) required to achieve the Levels Scheme
- 7.2.5 Without cost to the County Council to relocate any overhead cable located on the Site which crosses the Option Land and/or are within 50 metres of the Option Land so that no part of these overhead cables is located in, over or under the Option Land and no overhead cable is located within 50 metres of the Option Land and any underground cable is buried at a minimum distance of 5 metres from any part of the School Site (unless under highway/prospective highway)

8. **TRANSFER**

Prior to making the Primary School Option Offer to observe and perform the following obligations the Owner covenants with the County Council:

- 8.1 to demonstrate to the reasonable satisfaction of the County Council that:
 - 8.1.1 the Owner remains in compliance with the Levels Scheme implemented in accordance with paragraph 6.4 of this Schedule
 - 8.1.2 no works have been carried out to the Option Land during the Option Period other than those works specifically required and so authorised in accordance with paragraphs 7 above and this paragraph 8 of this Schedule

- 8.2 in the event that the Option Land is not in the condition that it was in on the date of the County Council's notification was supplied in accordance with paragraph 3.2 to return the Option Land to the condition specified in paragraphs 6.4, 7.2.1 and 7.2.4 above
- 8.3 on or before the Offer Date to make the Primary School Option Offer to the County Council to transfer the freehold of the Option Land and all other interests (if any) in the Option Land to the County Council on the terms as set out in the Nineteenth Schedule and the County Council may by notice in writing to the Owner accept the Option Offer within three months of receiving it; and
- 8.3.1 if the Primary School Option Offer has not been made on or before the Offer Date not to continue with the Development (save for making any works already commenced safe wind and water tight) or cause or permit any further Occupation at the Site until paragraphs 7.2 and 8.1 have been fully complied with unless otherwise agreed by the County Council
- 8.3.2 for the avoidance of doubt in the event that the Option Land is offered to the County Council prior to compliance with the provisions of paragraph 7.2 then such offer shall not (unless otherwise expressly agreed by the County Council in its absolute discretion) constitute the Primary School Option Offer in compliance with this paragraph
- 8.3.3 upon acceptance by the County Council of the Primary School Option Offer to transfer the freehold of the Option Land to the County Council (and to procure that all other interests (if any) in the Option Land are transferred to the County Council) in accordance with the terms set out in the Nineteenth Schedule
- 8.3.4 if such transfer is not executed as a deed by the Owner and any other person with an interest in the Option Land and delivered to the County Council within 28 (twenty eight) days of the County Council's acceptance of the Primary School Option Offer not to continue with the Development (save for making any works already commenced safe wind and water tight) or cause or permit any further Occupation at the Site beyond such time until such transfer has been duly executed as a deed and delivered to the County Council (unless otherwise agreed by the County Council)
- 8.3.5 prior to the transfer of the Option Land to the County Council to provide on to the Site (no less than 1 metre from the Option Land boundary) a connection to a gravitational fed foul drain (no less than 100mm diameter) and if any such services are not provided prior to the transfer of the Option Land not to continue with the Development (save for making any works already commenced safe wind and water tight) or cause or permit any further Occupation at the Site until they have been provided in accordance with this paragraph
- 8.3.6 shall ensure that all Service Media serving the Development will be of sufficient capacity to serve the Primary School including the Option Land for the purposes of a primary school with 21 classrooms (and nursery classrooms) and associated playing fields and playgrounds in accordance with capacity requirements set out in Annex 4 and if insufficient the Owner shall commence within one (1) month of written request from the County Council so to do and

diligently proceed to upgrade the same at its own expense and without prejudice to the generality of the foregoing the Owner shall ensure that the foul water drainage scheme for the Site

- (a) provides sufficient capacity for the outfalls arising from the drainage solution serving the Development including the Primary School and the Option Land; and
- (b) provides a gravity drainage system to serve the Primary School Site including the Option Land which complies with the County Council's requirements as to invert levels supplied further to paragraph 10 below
- (c) shall be connected to the mains drainage system adopted by the drainage authority

9. DEALINGS WITH OPTION LAND

9.1 Subject as specified in paragraph 9.2 of this Schedule the Owner covenants with the County Council that except as permitted in the Nineteenth Schedule not to create or dispose of any legal or equitable interest (including without limitation any easement, right or covenant) in, over or under nor create any right or licence to occupy or use the Option Land or any part of it except in favour of the County Council provided always that this restriction on dealings shall come to an end should the County Council not accept the Primary School Option Offer within three months of it having been made

9.2 It is acknowledged and agreed that the Option Land may be transferred to the Developer and for the avoidance of doubt the Developer confirms and agrees that if the Option Land is transferred to the Developer it shall observe and perform the provision of this Sixteenth Schedule in respect of the Option Land and as applicable the Nineteenth Schedule

10. COUNTY COUNCIL COMMITMENT

The County Council will provide the Owner with written notification of the inverts of any foul water drainage spurs for the Option Land as applicable (linking manholes for the mains drains to be located in the highway/prospective highway in close proximity to the boundary of the Primary School Site to manholes within the Option Land near its boundaries) within three months of the Owner supplying the last of the following: surveys and information in accordance with paragraphs 6.2 to 6.5 (geotechnical survey, topographical survey, and Levels Scheme)

11. THIRD PARTY

The Owner agrees that the County Council may appoint a third party to undertake the role of the County Council as provided for in paragraphs 5-9 and the Owner further agrees for the avoidance of doubt and without prejudice to the generality of the foregoing that if so required the Option Land shall be transferred without cost to the County Council to such a nominee who is an approved education provider and the warranties referred to in paragraph 6.2.3 and 7.2.2 supplied to or assigned to such nominee without cost to the County Council

ANNEX 1

ABNORMALS

1. Increased cost for works required to level the site and import requirement for topsoil relating to playing field use in line with Sport England Guidance Note 'Natural Turf for Sport' because the ground at the Option Land is made ground and which would not have been required if that had not been the case

ANNEX 2

SURVEYS AND INVESTIGATIONS

A. Topographical Surveys covering the Option Land and surrounding areas for 10 metres measured from the boundaries of the Option Land which shall include

1. Dimensional surveys
2. Defined locations of below ground services through ground penetrating radar CAT scans and reference to statutory authority service enquiries to demonstrate that the Option Land is free from encumbrances
3. Level surveys using optical levels, digital bar codes staff levels and precise levels with invar staffs including lifting manholes and inspection chambers and taking inverts of drainage
4. Area measurement demonstrating compliance with areas defined on the Primary School Plan in respect of the Option Land
5. Defined location showing the boundaries of the Option Land
6. Tree surveys, which comply with British Standard 5837:2005, including reference numbers, trunk positions, height, stem diameter, canopy and branch spreads
7. Invasive plant surveys

AND the surveys shall be supplied in DWG format (Auto CAD) as well as hard copy

B. Geotechnical Ground Investigation covering the Option Land and surrounding areas of the Site for 10 metres measured from the boundaries of the Option Land

1. Desk Study – this should include reference to available published information (including geological and historical) and an EnviroCheck Report (or similar) to produce a conceptual site model and preliminary qualitative risk assessment which will enable the scope of the investigation (in terms of foundations, structural & drainage design and potential for contamination) to be determined.
2. Intrusive ground investigation(s) - initial scope to be determined by the desk study and in accordance with BS10175: 2011 and BS5930:1999+A2:2010; to include:
 - i. Exploratory holes to a depth and frequency suitable to the anticipated ground conditions.
 - ii. In situ testing to facilitate design.
 - iii. Installation and monitoring of groundwater and ground gas sampling wells
 - iv. 4 N^o Soakaway tests to be undertaken in accordance with BRE 365 Locations of pits to be agree with OCC to ensure they are located appropriately to inform the design of the soakage system
 - v. Geotechnical laboratory testing to facilitate design.
 - vi. Performance quality standards testing to BS7370 for turf playing surfaces.

- vii. Chemical testing of soil, groundwater and ground gas to determine the presence, concentration variability, and spatial distribution of relevant determinants.
 - viii. Obtain BGS site specific Radon Report
3. Interpretative report - on the findings of the ground investigation, to include:
- i. Geotechnical parameters and recommendations for the safe and economical design of foundations, structures and drainage.
 - ii. An assessment of ground stability in relation to heave potential, mining, dissolution and slopes.
 - iii. Quantitative Human Health Risk Assessment against Contaminated Land Exposure Assessment UK model, or other demonstrated Generic and/ or Site Specific Assessment Criteria.
 - iv. Generic and/or Detailed Quantitative Risk Assessment for controlled waters.
 - v. Ground gas risk assessment for protection of site occupiers, adjacent site occupiers and property.
 - vi. Recommendations for the formation of landscaping and planting.
4. Results of archaeological, ecological and other investigations arising from planning conditions
- AND the survey information shall be issued in digital format as well as hard copy.

ANNEX 3

PREPARATORY WORKS

To be carried out further to paragraph 7.2

SECTION A

Works as summarised below are to be carried out in accordance with the methodology and detail set out in Section B of this Part

1. Cleansing and de-contamination including removal wherever they occur of structures footing foundation services (live or de-commissioned) soils and groundwater considered a source of contamination (requiring action in accordance with the detailed quantitative risk assessment) and all other naturally and non naturally occurring items (requiring action in accordance with the detailed quantitative risk assessment) to be found in on or over the Option Land
2. Removal of protected species (flora and fauna) and invasive plants (such as Japanese Knotweed) from the Option Land
3. Grubbing out and making good of any hedgerows and filling and diverting of any ditches
4. Erection of permanent 2.1m high weldmesh fencing along the boundary of the Option Land from points G to F F to E E to D as shown on the Primary School Plan
5. Levelling and otherwise making good (including making good arising from archaeological investigations and the like)

SECTION B

(To be read in conjunction with the topographical Survey and Geotechnical Ground Investigations as applicable)

References to the school and where the context requires "Site"/"site" in this Part signify the Option Land

In complying with its obligations under paragraph 4.2.1 of Part One of this Schedule (and without prejudice to the generality of that clause) unless otherwise agreed in writing by the County Council the following shall be undertaken:-

ASSESS THE SITE

1. The site shall be initially assessed by means of a desk study that will inform the ground investigation design,
2. Appropriate ground investigation(s) are to be undertaken in accordance with BS10175: 2011 and BS5930:1999+A2:2010 accounting for a geotechnical and contaminated land elements.
3. Geotechnical and contaminated land assessment (desk study) shall include:
 - 3.1 Geotechnical and contaminated land assessment (desk study) shall including

- Detailed assessment of geological and engineering hazards which may affect development arising due to the topography, geology and previous development within the site
- Preliminary Conceptual Site Model (PCSM) for the site area in accordance with the guidance within CLR11, to identify the potential pollutant linkages (PPLs).
- Site investigation strategy which will be designed and specified to characterise the site in terms of geology and contamination in accordance with recommended guidance including Environment Agency R&D Report Publications 66, CLR 11, CLEA (SR2, 3 & 4), BS10175

3.2 Geo-environmental site investigation strategy that shall:

- be agreed with the Regulatory Authorities (e.g. Environment Agency (EA)/ Environmental Health Officer (EHO)/the County Council) to ensure that their particular concerns are addressed within the design to facilitate regulatory sign off
- include relevant soil, soil gas, surface and groundwater sampling, and shall be carried out by a suitably qualified and accredited consultant/contractor in accordance with a Quality Assured sampling and analysis methodology. Laboratories shall hold UKAS and MCERTS accreditation for their test methods. Where appropriate standpipes shall be monitored
- summarise the investigation works, sampling, insitu testing, laboratory testing (geotechnical and chemical) and monitoring results in a report.

REPORT UPON FINDINGS (CONTAMINATION AND PHYSICAL GROUND ABNORMALS)

4. The geo-environmental assessment report shall include a geotechnical and contaminated land assessment (undertaken in accordance with The Model Procedures for the Management of Land Contamination CLR 11 (2008) technical framework and R&D Publication 66 (2008), which provide a structured decision-making process to assess land contamination).
5. The report shall include but not be limited to the following elements:
 - Provide an assessment of both contamination issues (including regulatory waste management issues in respect of excavated material) and physical ground abnormalities
 - Review and refine the PCSM thus verifying the potential pollutant linkages i.e. the source pathway receptor relationships for the site.
 - Include a Quantitative (human health) Risk Assessment. The assessment shall be undertaken on all strata at the site. The CLEA standard land use scenario (and assumptions used to derive SGV) for residential with plant uptake end-use is considered to be the most appropriate human health scenario for this site. This allows for a suitably conservative set of Generic Assessment Criteria to be used/derived to account for any

future site use and/or change in site levels to which the land may be subject once ownership is transferred to OCC.

- Assess controlled waters against Environmental Quality Standards (EQS) or UK Drinking Water Standards for the controlled waters GQRA
- Soil gas monitoring/sampling results shall be used in a soil gas risk assessment in accordance with current NHBC guidance and CIRIA C665 Based upon the results of the ground investigation, report whether further intrusive investigations are required to provide confidence that strata contamination is homogeneous or occurs as discrete areas.
- Determine whether remedial works are required to bring the site to a condition suitable for use and provide recommendations within a remediation options appraisal. Include information relating to physical ground abnormalities, such as made ground, obstructions, services (live or decommissioned) and soft ground.
- Summarise the results of the geotechnical testing (in situ and laboratory).
- Provide an engineering appraisal and recommendations relating to: foundations, ground stability, structures, pavements, drainage, material re-use and disposal gas/, radon protection measures, services, infiltration drainage and landscaping.

PROPOSE WORKS (REMEDICATION AND RECLAMATION 6-9)

6. In the event that the geo-environmental assessment identifies abnormal physical ground conditions and/or engineering constraints which may impact upon the development (school), the Remedial Method Statement ("RMS"), which details reclamation/remedial works to be undertaken including a remediation strategy, implementation plan and programme including verification, monitoring, maintenance, health and safety and environmental protection measures, shall be prepared and submitted to and approved by the County Council prior to works commencing.
7. Reclamation criteria shall be agreed and approved in writing by the appropriate regulatory authorities prior to submission for approval by the County Council
8. Remediation criteria shall be agreed and approved in writing by the EA and EHO and any other appropriate regulatory authorities prior to submission to the County Council and shall render harmless the identified contamination, leaving the land fit for use, future reuse (residential with plant uptake end-use) as well as protecting the surrounding environment, including any controlled waters
9. The RMS including verification, monitoring, maintenance, health and safety and environmental protection measures shall be agreed and approved in writing by the EA and EHO and any other appropriate regulatory authorities prior to submission for approval to the County Council
10. Where any Preparatory Works are within the area of the playing pitches obtain a specification for the natural turf sports pitch substructure and drainage requirements from a competent and professionally qualified landscape specialist with a proven track record of this type of work (e.g. landscape architect, professionals accredited/recommended by the sports turf institute) to inform the Preparatory Works so

that they support the creation of fully drained natural turf club standard pitches in accordance with Sport England recommendations contained in Natural Turf for Sport Design Guidance Notes and SAPCA (Sports and Play Construction Association) guidelines capable of use throughout the year. This design work will be subject to a design warranty.

11. All works to the school site are to be carried out by an appropriate landscape contractor with a proven track record in the construction of natural turf playing fields as defined, fully specified and supervised on site by the appropriate landscaping professional referred to in paragraph 10. The contractor's work is to be subject to a construction warranty.

EXECUTE WORKS – ALL PREPARATORY WORKS (12- 14 AND 17-21)

12. Appropriate written notice (no less than 14 days) to be given to the County Council or its representative to enable and facilitate attendance at instigation of the Preparatory Works (whether remedial or otherwise) and subsequent watching brief by the County Council (or its representatives)
13. All the works must be undertaken with the full knowledge approval and acceptance of all the regulators/relevant authorities including as applicable the district council and the Environment Agency
14. Remove all protected species (flora and fauna) and invasive plants in line with best practice and in accordance with the requirements of Natural England to enable both Preparatory Works and construction of the school to be undertaken and take all reasonable steps to ensure that they do not return

Note: 15 - 16 relate to remediation and reclamation works

15. Approved works shall be carried out in full on site under a quality assurance scheme to demonstrate compliance with the proposed methodology. If during the works contamination is encountered which has not previously been identified, then the additional contamination shall be fully assessed and appropriate remediation/reclamation works agreed with and approved by the appropriate regulators
16. Remediation of contaminants to be carried out to meet residential development standards with plant uptake end-use and accord with the guidance for the safe development of housing on land affected by contamination R and D: 66 2008 Volume 1 published jointly by the Environment Agency, NHBC and the Chartered Institute of Environmental Health
17. Where Preparatory Works include levelling and ground works (see Section A Item 5) whether further to remediation or other Preparatory Works the following apply
 - 17.1 Infilling with materials is to be approved by the County Council such approval to include:
 - approval of the source of the materials with the provision of satisfactory test results (frequency and type to be agreed) for the materials; and
 - approval of the method statement for installation of the materials with the provision of approved testing to appropriate standards

17.2 Raising of levels of the Option Land if required by the RMS or is otherwise required in order to accommodate ground water levels and any flood alleviation and/or attenuation measures required by the Environment Agency or the lead local flood authority.

18. Ensure groundwork include treatment / improvement to achieve a net bearing capacity of 100kPa, the maximum total differential settlement of 25mm in any event and with angular distortion limited to length/250 between any 2 points. Hard standing areas are to be laid to falls to aid drainage (typically 1:80) and any settlement should not compromise the drainage of the site
19. All imported material shall be tested prior to importation and upon acceptance to site (RMS to determine type and frequency of testing in accordance with end use).
20. Provision of top soil to the Option Land to ensure a minimum depth of 250 mm top soil and not to exceed 300 mm, which shall comply with BS3882:2007, , contain no stone larger than 15mm in any direction, no foreign objects or fragments and shall not contain substances which may prove hazardous to health or the environment all compacted at maximum 250 mm layers to meet the defined performance quality standards testing to BS7370. All works are to be carried out by an appropriate landscape contractor with a proven track record in this type of work as defined and fully specified by the appropriate landscaping professionals referred to in paragraph 10
21. Where Preparatory Works include permanent fencing on the boundary of the Site it shall be designed to fully conform to play fence standards in BS EN 1176 and be either:
 - 2.1m high proprietary anti-climb welded mesh systems (200 x 50mm) constructed from min 5mm steel wire zinc alloy and powder coated to BS EN 13438 with min 60- mm x 40mm steel posts galvanized and powder coated to BS EN13438 and set in concrete min 600mm deep; or
 - deeper and larger with additional support if required by ground conditions at maximum 3 metre centres.

Top to have 'rolled down' top which contains no sharp points or edges

COMPLETION REPORT

22. Upon completion of the Preparatory Works, a completion report shall be submitted to and approved by the EA and EHO and other appropriate Regulatory Authorities as required prior to submission to the County Council. The completion report shall warrant that the remediation has achieved its objectives as evidenced by a verification report and quality assurance certificates. The completion report shall also include certification that the works have been completed in accordance with design proposals by each design organisation. The completion report shall identify whether long-term monitoring and/or maintenance is required.
23. The report shall detail all works undertaken and the chain of warranty provided for work
24. The report shall include provision of updated topographical data defining the consequential status of the Option Land following the execution of intervention work

COMMUNICATION

25. Where approval or agreement of the County Council is required as provided in this Schedule or otherwise for communications with the County Council in relation to this Schedule the following contact details apply:

PROPERTY AND FACILITIES SECTION

Head of Property
Oxfordshire County Council
County Hall
New Road
Oxford
OX1 1ND

Copies electronically to developer.funding@oxfordshire.gov.uk

Note: The Owner agrees to be the only client for the purposes of the Construction Design and Management Regulations 2015

ANNEX 4

PRIMARY SCHOOL SERVICES

Contract completion means completion of the contract for construction of the Primary School

Requirements	When – Fully operational prior to	Where ³
<p>Drainage spur connections from mains</p> <p>Minimum 2No Foul drains from school buildings (min 150mm diameter) laid at 1:100</p> <p>Note Inverts must accommodate gravity drainage system on and from the school site. For Primary schools it assumes a minimum invert of 2.5 m in the road assuming a level school site without gradient and for secondary school 3m in the road assuming a level school site without gradient.</p> <p>Spur connection means connection between</p> <p>(a) manhole for mains drains serving development which is located on the highway / prospective highway in close proximity to manhole on school site near the boundary of school site and</p> <p>(b) that on-site manhole</p>	<p>Six (6) months prior to contract completion of construction of the school</p>	<p>At entrance to school as shown and at various positions to be identified on the Primary School Plan</p>

³ Reason for establishing location of service connections points is that when not done in the past they have not been satisfactory and have led to additional costs for the County.

**SEVENTEENTH SCHEDULE
HIGHWAY WORKS AND PUBLIC TRANSPORT**

PART 1 - GENERAL

1. INTERPRETATION

In this Schedule in addition to the definitions provided in Clause 1 of this Deed the following words and phrases shall have the following meanings and where a word is defined in Clause 1 of this Deed and also in this paragraph the meaning given in this paragraph shall be applied for the purposes of this Schedule:-

Expression	Meaning
1.1 “Bus Contingency Contribution”	means the sum of Fifty Thousand Pounds (£50,000) Index Linked each year payable in accordance with paragraph 3.4 of this Schedule towards the provision of an limited, off peak bus service that passes within 450 metres walking distance of all Dwellings on the Site up to a maximum of Three Hundred Thousand Pounds (£300,000)
1.2 “Bus Stop Infrastructure”	means the provision of a suitable stopping location on the road, bus stop clearway lines and signs (in the event a clearway is implemented) and appropriate hard standing area (with ducting for a power supply) to enable the County Council to construct a bus shelter and/or flagpole with real time information
1.3 “the Coordinates”	means: E= 445478.936 N = 238502.030 and E= 445477.747 N = 238495.404 and Vertical alignment = 126.244
1.4 “Index Linked”	means adjusted according to any increase occurring between February 2018 and the date when the relevant payment is made in the All Items Retail Price Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics
1.5 “Link Road”	Link Road means the road shown coloured blue on the Link Road Plan and constructed in accordance with the Link Road Specification
1.6 “Link Road Plan”	means drawing 8686-022 annexed to this Deed as Appendix 19

Expression	Meaning
1.7 “Link Road Specification”	means the specification annexed to this Deed as Appendix 20
1.8 “Primary School”	has the meaning given in the Fourteenth Schedule of this Deed
1.9 “Secondary School”, “Secondary School Extension Site” and “Secondary School Plan”	have the meaning given in the Fifteenth Schedule of this Deed
1.10 “Secondary School Access”	means the access to the Secondary School Extension Site shown on the Secondary School Plan
1.11 “Section 278 Agreement”	means an agreement under Section 278 and, as appropriate, Section 38 of the 1980 Act which provides for the execution of the Works on the highway by the Owner at the Owner’s expense and to be substantially in the form of the draft agreement and subject to the conditions at Appendix 17 to this Deed including such amendments as may be agreed
1.12 “Section 38 Agreement”	means an agreement under Section 38 and, as appropriate, Section 278 of the 1980 Act which provides for the construction of the Link Road by the Owner at the Owner’s expense and to be substantially in the form of the draft agreement at Appendix 18 to this Deed including such amendments as may be agreed
1.13 “Works”	means the works described in Part 2 of this Schedule
1.14 “Works Plan”	means indicative drawing numbers WPF-HYD-XX-XX-DR-D-0001-P2 and WPF-HYD-XX-XX-DR-D-0002-P2 WPF-HYD-XX-XX-DR-D-0003-P2 attached to this Deed at Appendix 21 or such amendments or variations to those drawings as approved in writing by the County Council acting with absolute discretion
1.15	The Works are works which the County Council is authorised to execute by virtue of Part V of the 1980 Act.
1.16	The parties intend to enter into the Section 278 Agreement
1.17	The parties intend to enter into the Section 38 Agreement

2. LINK ROAD OBLIGATIONS

The Owner covenants with the County Council:

- 2.1 not to cause or permit Implementation until there have been submitted to the County Council and approved by it in writing a plan showing the route of the Link Road through the Development in accordance with the following:
- 2.1.1 compliance in all respects with the Link Road Specification
 - 2.1.2 the Link Road meets the eastern boundary with the Adjacent Site at the Coordinates such that it delivers the Spine Road
 - 2.1.3 provision of a road loop directly off the Link Road passing the Primary School, which must be accessible by a 15m coach
 - 2.1.4 the Link Road runs adjacent to the southern boundary of the Secondary School Extension Site so as to enable the Secondary School Site to be accessible by a 15 m coach
- 2.2 not to cause or permit Implementation until:
- 2.2.1 there have been submitted to the County Council and approved by it in writing in respect of items
 - (a) in principle drawings of the Link Road
 - (b) duration of construction of the Link Road and the long stop for its completion
 - (c) commuted maintenance sums in respect of the cost of future maintenance of the Link Road; and
 - (d) a plan identifying the land to be dedicated for the purposes of the Link Road; and
 - 2.2.2 title has been deducted to the satisfaction of the County Council in respect of any land to be dedicated for the purpose of the Link Road and any mortgagee of such land has released it from its charge; and
 - 2.2.3 a Section 38 Agreement incorporating the matters agreed and approved as set out in paragraph 2.2.1 has been entered into by the Owner and all parties with an interest in any land to be dedicated have also joined in such agreement
- 2.3 not to cause or permit more than 200 Dwellings to be Occupied before the Link Road has been completed to binder course level (but with iron work flush with the binder course) pursuant to and in accordance with the Section 38 Agreement;
- 2.4 not to cause or permit more than 750 Dwellings to be Occupied prior to:
- 2.4.1 the completion of the Link Road to binder course level (but with iron work flush with the binder course) and it being opened to vehicular and pedestrian traffic (including buses) and pursuant to and in accordance with the Section 38 Agreement and

- 2.4.2 the opening of the Spine Road to vehicular and pedestrian traffic (including buses)
- 2.5 to complete the Link Road to binder course level (but with iron work flush with the binder course) and open it to vehicular and pedestrian traffic (including buses) and pursuant to and in accordance with the Section 38 Agreement prior to the Occupation of more than 750 Dwellings on the Site

3. PUBLIC TRANSPORT OBLIGATIONS

The Owner covenants with the County Council:

- 3.1 not to cause or permit Implementation until there have been submitted to the County Council and approved by it in writing a plan showing a bus turning loop suitable for use by a 12m long public service vehicle, such that a bus can enter the Site and turn around far enough into the Site so as to provide a bus service that passes within 450m of all Dwellings on the Site Provided Always that should the design of the Site mean that it is not possible for the bus service to pass within 450m of any individual Dwelling the County Council may at its discretion approve that plan and Implementation of that approved plan will not result in a breach of the obligations in this paragraph
- 3.2 not to cause or permit Implementation until there have been agreed in writing with the County Council the precise location for each of the following bus stops and the timetable for the delivery of the Bus Stop Infrastructure by the Owner at each of the following locations:
 - 3.2.1 1 bus stop on the Salt Way spine road into the site at A361 roundabout on north side/eastbound
 - 3.2.2 2 bus stops on the Link Road within the Site and in the vicinity of the local centre one of which must have provision for a shelter
 - 3.2.3 2 bus stops on the Link Road within the Site and in the vicinity of the sports pitches
- 3.3 to provide the Bus Stop Infrastructure at each of bus stop locations set out in paragraphs 3.2.1 to 3.2.3 above in accordance with the timetable agreed in accordance with paragraph 3.2 and in any event not to cause or permit more than 800 Dwellings to be Occupied before the Bus Stop Infrastructure has been provided at all the bus stop locations set out in paragraph 3.2.1 to 3.2.3 above
- 3.4 in the event that
 - 3.4.1 more than 500 Dwellings on the Site are Occupied; and,
 - 3.4.2 the existing public bus service from Bloxham to Banbury does not divert into the Site and pass within 450 metres of all Occupied Dwellings

to pay the Bus Contingency Contribution to the County Council every year or part thereof from the date of the first Occupation of the 500th Dwelling every year for up to six (6) years or until the date the Spine Road opens to vehicular and pedestrian traffic (including buses) whichever is the earliest

- 3.5 The Owner undertake to and covenant with the County Council to pay to the County Council within 28 (twenty eight) days of receipt of a written demand the Bus Contingency Contribution
- 3.6 The County Council undertakes to and covenants with the Owner not to spend the Bus Contingency on anything other than the provision of the service described in paragraph 1.1 of this Schedule

4. **WORKS OBLIGATIONS:-**

The Owner covenants with the County Council:

- 4.1 not to cause or permit Implementation until:
- 4.1.1 there have been submitted to the County Council and approved by it in writing in respect of items
- (a) in principle drawings of the Works
 - (b) duration of construction of the Works and the long stop for their completion
 - (c) commuted maintenance sums in respect of the cost of future maintenance of the Works; and
 - (d) (if applicable) a plan identifying the land to be dedicated for the purposes of the Works; and
- 4.1.2 title has been deducted to the satisfaction of the County Council in respect of any land to be dedicated for the purpose of the Works and any mortgagee of such land has released it from its charge; and
- 4.1.3 a Section 278 Agreement incorporating the matters agreed and approved as set out in paragraph 4.1.1 above has been entered into by the Owner and all parties with an interest in any land to be dedicated have also joined in such agreement
- 4.2 not to cause or permit any Dwelling to be Occupied before the Works have been completed pursuant to and in accordance with the Section S278 Agreement; and
- 4.3 it is further agreed that in the event that either of the discretionary orders necessary to enable items C and D of the Works to be carried out are not granted, not to cause or permit Implementation until there has been submitted to the County Council and approved by it in writing an alternative scheme amending the Works so as to provide an alternative means of access to and egress from the Site ("the Amended Works Scheme") and thereafter comply with paragraph 4.1 to 4.2 above as if the Amended Works Scheme approved in accordance with this paragraph were the Works referred to in paragraph 4.1 and 4.2 above

PART 2 - THE WORKS

1. PRINCIPAL WORKS

The provision and construction of the following works as shown and indicatively on the Works Plan attached ("the Principal Works"):

A.	Diversion of the A361 to provide roundabout access with two arms leading into the Development, the principal arm leading to a 6.75m wide Link Road through the site and the secondary arm leading to a 6m wide road
B.	Provision of new priority junction south of the new roundabout to access Crouch Farm via the current A361
C.	Closure to traffic of the current A361 north of Crouch Farm Cottages and the use of that stopped up areas a pedestrian/cycle route, with connecting footway to realigned A361 to north and south in the event that a stopping up order results in the closure to traffic of that section of the current A361
D.	Signage and road furniture to enable the extension of 30mph speed limit to a point south of the roundabout on the A361 in the event that such an extension of the 30mph speed limit results from the promotion, consultation and if appropriate making of a traffic regulation order by the County Council
E.	Hardstanding and ducting for RTI displays necessary for the construction of a pair of bus stops (including bus shelters) on the A361 close to the roundabout, with any necessary connecting footway and road markings.
F.	A 3m footway/cycleway along the Link Road arm and continuing northwards on the eastern site of the A361 to link with existing cycle facilities south of the new adjacent roundabout
G.	An emergency and cycle access onto the A361 at the northern extent of the site boundary
H.	A pedestrian refuge on the A361 between the emergency and cycle access, and the northern junction of the current and realigned A361, which will be for pedestrian/cycle access only

2. PREPARATORY AND ANCILLARY WORKS

2.1 The provision and construction of all such preparatory and ancillary works (or in the case of existing works or features necessarily affected by any part of the Works such alteration thereof) as the County Council shall consider requisite for the proper construction and functioning of the Principal Works including:-

2.1.1 all earthworks and other things necessary to prepare the site and provide proper support for the Principal Works

- 2.1.2 all culverts ditches and other things necessary to ensure the satisfactory movement of surface water
- 2.1.3 all gullies channels grips drains sewers and other things necessary for the permanent drainage of the Principal Works
- 2.1.4 all ducts cables columns lamps and other things necessary for the permanent lighting of the Principal Works and the illumination of traffic signs
- 2.1.5 all kerbs islands verges and reservations including the grading and seeding of grassed areas
- 2.1.6 all measures necessary to ensure visibility for drivers at any bend or junction
- 2.1.7 all traffic signs road markings bollards and safety barriers
- 2.1.8 all tapers joints and reinstatements necessary where the Principal Works abut the existing highway

3. **AMENITY AND ACCOMMODATION WORKS**

- 3.1 The provision and construction of all such amenity and accommodation works as the County Council shall consider requisite for the protection of the local environment and private and public rights and property in consequence of the Principal Works including:-
 - 3.1.1 any earth bunds and/or planting necessary to screen the Principal Works
 - 3.1.2 all fences gates hedges and other means of separation of the Principal Works from adjoining land
 - 3.1.3 any necessary alteration of any private access or private or public right of way affected by the Principal Works
 - 3.1.4 any necessary embankments retaining walls or other things necessary to give support to adjoining land

**EIGHTEENTH SCHEDULE
COUNTY OBLIGATIONS**

1. INTERPRETATION

In this Schedule in addition to the definitions provided in Clause 1 of this Deed the following words and phrases shall have the following meanings and where a word is defined in Clause 1 of this Deed and also in this paragraph the meaning given in this paragraph shall be applied for the purposes of this Schedule

Expression	Meaning
1.1 “the County Council Contributions”	means the financial contributions payable to the County Council as defined in the Thirteenth Schedule of this Deed and the Bus Contingency Contribution (if any) as defined in the Seventeenth Schedule;
1.2 “County Land Contribution (Primary)”	means the sum of One Hundred and Fifty Three Thousand Seven Hundred and Fifty Pounds (£153,750) Index Linked towards the cost of 0.41 ha of the Primary School Site as defined in the Fourteenth Schedule
1.3 “County Land Contribution (Secondary)”	means the sum of Two Hundred and Thirty Eight Thousand One Hundred and Twenty Five Pounds (£238,125) Index Linked towards the cost of 0.635 ha of the Secondary School Extension Site as defined in the Fifteenth Schedule
1.4 “Adjacent Site Agreement”	means the S106 planning obligation between The Trustees Of Adderbury Feoffee Charity and The Oxford Diocesan Board Of Finance and Gladman Developments Limited to Cherwell District Council and Oxfordshire County Council dated 20 November 2017 in relation to the Adjacent Site or such other planning obligation pursuant to Section 106 of the Act in relation to a planning permission issued pursuant to Section 73 of the Act in relation to the development to which the aforementioned S106 planning obligation related
1.5 “Index Linked”	means adjusted according to any increase occurring between November 2016 and the date of payment in the All Items Retail Prices Index excluding mortgage interest payments (RPIX) published by the Office for National Statistics

2. COUNTY COUNCIL COVENANTS

The County Council covenants with the Owner:-

- 2.1 to pay the County Land Contribution (Primary) to the Owner on the earlier of:

- 2.1.1 the receipt by the County Council of the Primary School Land Contribution as defined in the Adjacent Site Agreement PROVIDED ALWAYS that if the date of such receipt is prior to the date of the transfer of the Primary School Site to the County Council then the date shall be deemed to be the date of the transfer of the Primary School Site to the County Council for the purposes of this sub-paragraph; and
- 2.1.2 the date five (5) years after the date of transfer of the Primary School Site to the County Council
- 2.2 to pay the County Land Contribution (Secondary) to the Owner on the earlier of:
 - 2.2.1 the receipt by the County Council of the Secondary School Land Contribution as defined in the Adjacent Site Agreement PROVIDED ALWAYS that if the date of such receipt is prior to the date of the transfer of the Secondary School Extension Site to the County Council then the date shall be deemed to be the date of the transfer of the Secondary School Extension Site to the County Council for the purposes of this sub-paragraph; and
 - 2.2.2 the date five (5) years after the date of transfer of the Secondary School Extension Site to the County Council

Application of Monies Received

- 2.3 The County Council shall not apply the County Council Contributions for any purpose other than that set out in the relevant definition in the Thirteenth Schedule and the Seventeenth Schedule of this Deed (or any alternative which achieves similar benefits) in such form and at such time as the County Council shall in its discretion decide

Virement

- 2.4 The County Council may temporarily appropriate funds out of one or more of the County Contributions to be applied for another purpose or purposes designated under this Deed as long as appropriated funds are ultimately reallocated for their designated purpose

Repayment of Contributions

- 2.5 The County Council covenants with the Owner that following written request from the Owner that it will pay to the person that made that payment to the County Council the balance (if any) of the County Council Contributions which at the date of receipt of such written request has not been expended provided always that no such request will be made prior to the expiry of ten (10) years from the date of receipt by the County Council of the final instalment of such contribution (or if later ten (10) years from the date on which the final instalment of such contribution was due). 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 County Council prior to that date AND FURTHER PROVIDED THAT the County Council shall not be obliged pursuant to this paragraph to return monies that have been passed to persons/bodies other than the County Council
- 2.6 The County Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner to the County Council under this Deed

upon receiving a written request from the Owner such request not being made more than once in any year

**NINETEENTH SCHEDULE
LAND TRANSFERS AND LEASES**

PART 1 GENERIC

1. The following apply to any contract/agreement to transfer land or grant a lease of land from the Owner to the County Council or any nominee of the County Council or a third party or parties approved by the County Council pursuant to the terms of this Deed (subject to the additional or replacement provisions set out Part 2 below).
 - 1.1 It incorporates the Standard Conditions of Sale (Fifth Edition) (the "Standard Conditions") subject to the following variations and in the event of any inconsistency between the Standard Conditions and the provisions of this deed the latter shall prevail:
 - 1.1.1 The Owner is to bear the cost of complying with any public requirement arising prior to the date of completion and Standard Condition 3.1.4 is adjusted accordingly;
 - 1.1.2 The County Council or its nominee (as applicable) may raise requisitions and the Owner shall give full responses in a timely manner and Standard Condition 4.3.1 shall be adjusted accordingly
 - 1.1.3 Good marketable title shall be deduced in accordance with Standard Condition 4 and the land shall be transferred or as applicable the lease will be granted free from any financial charge with full title guarantee subject to the covenants, rights, easements, restrictions and other matters (excluding financial charges) referred to in the title to the land to be transferred or as applicable leased as deduced to the County Council or its nominee prior to the date of this Agreement but otherwise free from encumbrances and with the benefit of all necessary rights of access to and from the highway
 - 1.2 The following completion dates shall apply as applicable:-
 - 1.2.1 in respect of the Fourteenth Schedule twenty (20) Working Days from the date of acceptance of the relevant offer pursuant to the Nineteenth Schedule
 - 1.2.2 in respect of the Fifteenth Schedule twenty (20) Working Days from the date of acceptance of the relevant offer pursuant to the Nineteenth Schedule
 - 1.2.3 in respect of the Sixteenth Schedule twenty (20) Working Days from the date of acceptance of the relevant offer pursuant to the Nineteenth Schedule
 - 1.3 Any transfer shall be substantially in the relevant form set out in Appendix 14
 - 1.4 The price or premium as applicable shall be One Pound (£1.00)
 - 1.5 The land shall be transferred or let with vacant possession upon completion.

- 1.6 The Owner shall bear its own costs and the Owner shall pay the County Council's or its nominee's reasonable legal and professional costs incurred in connection with the transfer or lease which shall be payable on completion
- 1.7 The Owner will (at its own cost) procure from any third parties all such rights as are necessary to ensure that they can transfer or grant all such rights as are contained in the transfer or the lease (as the case may be) to the County Council or its nominee
- 1.8 The Owner shall retain the risk for the relevant property until completion and Standard Condition 5.1 is adjusted accordingly

PART 2 - PROVISIONS RELEVANT TO THE SCHOOL SITES

2. In this part of this Schedule "School Site" means the Primary School Site (as defined in the Fourteenth Schedule), the Secondary School Extension Site (as defined in the Fifteenth Schedule) and the Option Land (as defined in the Sixteenth Schedule) as applicable
3. The provisions set out in in Part 1 above shall apply as varied by the provisions of this Part 2
4. The transfer of the School Site shall be in accordance with (or substantially in accordance with) the form of transfer annexed at Appendix 14 subject only to such amendments as may be proposed or agreed by the County Council as the case may be
5. The Owner will transfer:
 - 5.1 the Primary School Site in the physical state provided for in paragraph 4.2 and 4.6 of the Fourteenth Schedule and Standard Conditions 3.2.1, 5.1.1 and 5.1.2 are adjusted accordingly;
 - 5.2 the Secondary School Extension Site in the physical state provided for in paragraph 4.2 and 4.6 of the Fifteenth Schedule and Standard Conditions 3.2.1, 5.1.1 and 5.1.2 are adjusted accordingly; and,
 - 5.3 the Option Land in the physical state provided for in paragraph 7.2 of the Sixteenth Schedule and Standard Conditions 3.2.1, 5.1.1 and 5.1.2 are adjusted accordingly
6. For the Option Land the price shall be the Option Land Purchase Price
- 6.1 The Owner undertake with the County Council not to dispose of the whole or any part of the School Site at any time prior to the transfer to the County Council save by means of:
 - 6.1.1 a transfer of the freehold or the grant of a lease; or
 - 6.1.2 the entry into a charge of the whole of the land in the ownership of the relevant landowner with a reputable financial organisation

PROVIDED ALWAYS that no disposal as set out in paragraph 6.1.1 or 6.1.2 may be undertaken unless there has been delivered to the County Council (without cost to the County Council) a deed of covenant executed as a deed from the disponent with the County Council in the relevant form attached to this

EXECUTION

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

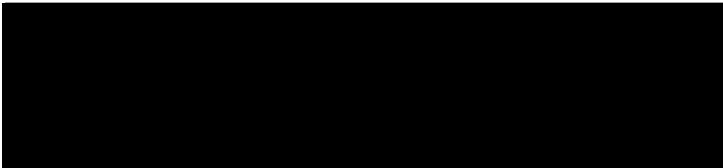


Authorised Signatory



20/12/19

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

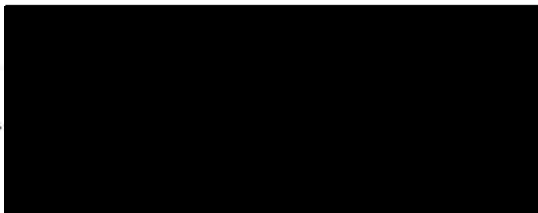


County Solicitor /Designated Officer

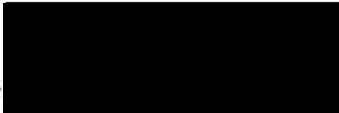


15/12/19

EXECUTED as a DEED by JOHN HENRY
COLEGRAVE in the presence of:



Signature of witness



Name (BLOCK CAPITALS) DAVE BROWN

Address 12 Pooling Close

Wotton SA2 7NL

Occupation Lawyer

EXECUTED AS A DEED by **SARAH LOUISE COLEGRAVE**
as Attorney for **PATRICIA JOAN COLEGRAVE**
under a power of attorney dated 18 February 2010

In the presence of:

Witness signature:



Witness Name:

SIOANNE MICHELLE GATWARD

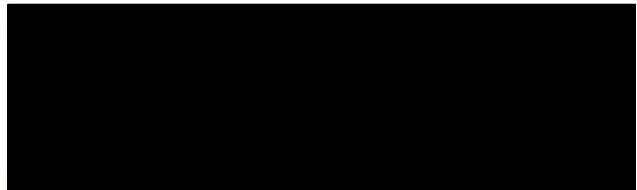
Witness Address:

72 DRACEFEU ROAD
LONDON
SE14 5SJ

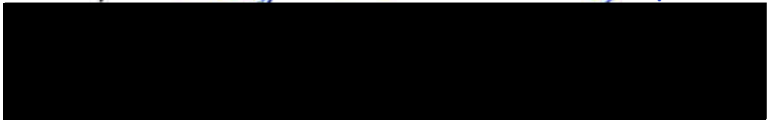
Witness Occupation:

SOLICITOR

EXECUTED as a **DEED** by
GALLAGHER ESTATES LIMITED
acting by its duly authorised officers:-



Director/Secretary/Authorised Signatory



Director/Authorised Signatory