

Appeal Ref: APP/R3650/W/23/3327643

LPA Ref: WA/2022/01887

**Appeal relating to Land off Midhurst Road at Scotland Park,
Midhurst Road, Haslemere, Surrey, GU27 3DH**

Summary of Draft Planning Obligations as at 14 April 2025

1 Introduction

- 1.1 The planning obligations are comprised in two documents:
 - 1.1.1 A draft s.106 Agreement with Waverley Borough Council which deals with the Borough level obligations
 - 1.1.2 A completed s.106 Agreement entered into between Surrey County Council and Redwood (South West) Limited dated 13 February 2024.
- 1.2 This document summarises the planning obligations contained in each document as at 14 April 2025.

2 District Level Agreement

Monitoring Fees

- 2.1 The Deed secures the payment of the following monitoring fees:
 - 2.1.1 £5,370 Monitoring Fee
 - 2.1.2 £11,450 SANG Monitoring Fee
 - 2.1.3 £11,450 BNG Monitoring Fee
- 2.2 The Monitoring Fees are payable prior to First Occupation save for the SANG Monitoring Fee which is payable when the Owner notifies the Council of the completion of the SANG.

Affordable Housing (Schedule 1)

- 2.3 The s.106 secures the following:
 - 2.3.1 35% Affordable Housing comprising the 30% policy requirement plus an additional 5% voluntary affordable housing provision.
 - 2.3.2 The proposed tenure mix for the 30% policy requirement (as per SPD) is as follows:
 - (a) 60% Waverley Capped Affordable Rent
 - (b) 25% First Homes (in line with the NPPF and standard Government model draft s.106 wording)

- (c) 15% Shared Ownership.
- 2.3.3 The additional 5% Affordable Housing (over and above policy) will be disposed of as Shared Ownership.
- 2.3.4 The size, location and appearance of the Affordable Housing will be approved through the reserved matters process. In addition:
 - (a) The mix of Affordable Housing Units must comply with the table set out at paragraph 1.2 Sch 1 (which reflects the Council's up-to-date housing need information); and
 - (b) an Affordable Housing Plan showing the location, type, bed size and tenure mix of the Affordable Dwellings within the Development must be submitted to and approved by the Council before the Development can be Commenced.
- 2.3.5 The Affordable Dwellings (save for the First Homes) must be Occupied in accordance with a Nominations Agreement between the Council and the AHP. The Nominations Agreement must be entered into before any Affordable Dwelling can be Occupied.

Phasing of Delivery

- 2.3.6 The Affordable Dwellings must be constructed as the Development progresses as follows:
 - (a) No more than 50% of the Open Market Dwellings may be Occupied unless and until 50% of the Affordable Housing Units and the Additional Affordable Dwellings have been Practically Completed, are ready for Occupation and (save for the First Homes) have been transferred to an AHP.
 - (b) No more than 75% of the Open Market Dwellings may be Occupied unless and until all of the Affordable Housing Units and the Additional Affordable Dwellings have been Practically Completed and are ready for Occupation and (save for the First Homes and Discount Market Dwellings) have been transferred to an AHP.

Affordable Housing Contribution

- 2.4 An Affordable Housing Contribution of £200,000 must be paid to the Council prior to the Occupation of more than 50% of the Dwellings.
- 2.5 The Council can only spend the Affordable Housing Contribution as follows:
 - 2.5.1 For the first 8 years following receipt of the Contribution to facilitate the delivery of Affordable Housing within the parish of Haslemere;
 - 2.5.2 For the next 2 years, to facilitate the delivery of Affordable Housing within the Borough of Waverley

- 2.6 In the event that the Affordable Housing Contribution has not been spent by the Council within 10 years of receipt, any unspent balance must be repaid to the Owners.

Open Space – Schedule 2

- 2.7 The s.106 provides for the delivery of LAP(s), LEAP(s) and Open Space. The draft conditions secured the submission and approval of a scheme for the provision of a LEAP and two LAPs including the timetable for their implementation before the residential development can commence (currently draft condition 27).
- 2.8 The precise size and location of the LAP(s), LEAP(s) and Open Space will also be controlled through the determination of the relevant Reserved Matters Approval.
- 2.9 Prior to the construction of any Dwelling above damp proof course:
- 2.9.1 A Management Plan (setting out the way in which the LAP(s), the LEAP(s), the Open Space, Car Parking Spaces, SUDS and any Estate Roads and Footpaths which will not be publicly adopted will be managed); and
- 2.9.2 Details of the Management Company(ies)
- must be submitted to and approved by the Council.
- 2.10 Prior to the First Occupation the Management Company(ies) must be set up, established or appointed.
- 2.11 The LEAP(s), LAP(s) and Open Space must be delivered in accordance with the details and timescales approved pursuant to the conditions imposed on the Planning Permission.
- 2.12 The LEAP(s), LAP(s), Open Space and Managed Land must be managed in accordance with the Management Plan and kept open to the public save for in the circumstances outlined in the s.106 (para 3.3).
- 2.13 The Owner must maintain and finance the maintenance of the LAP(s), the LEAP(s), the Open Space, Car Parking Spaces, SUDS and any Estate Roads and Footpaths which will not be publicly adopted in accordance with the Management Plan until such time as the relevant item has been transferred to the Management Company(ies). Following the transfer, responsibility for maintenance and related financing is transferred to the Management Company(ies) (para 3.5). The Management Companies will be financed in the long-term through a service charge (para 3.4).
- 2.14 Upon completion of the LEAP(s), LAP(s) and Open Space, the areas must be transferred to the Management Company.
- 2.15 The delivery of the SUDS is controlled by condition. The SUDS must be managed and maintained in accordance with the Management Plan. On completion of the SUDS, the SUDS must be transferred to the Management Company.
- 2.16 The Car Parking Spaces and Estate Roads and Footpaths must be completed prior to the Occupation of any Dwelling served by the relevant item in accordance with the approved

Management Plan. Upon completion of the Car Parking Spaces and/or Estate Roads and/or Footpaths the relevant item will be transferred to the Management Company(ies).

SANGS and Additional SANGS Capacity (Sch 3)

- 2.17 If successful, the planning appeal would result in the grant of detailed planning permission for a 9.6 Ha SANG. This is referred to in the s.106 as the “Detailed SANG”.
- 2.18 In addition, prior to Commencement the SANG Landowner must submit the Larger SANG Details (which are set out in paragraph 3.2). The Larger SANG would be no less than 12 Hectares in area (including the Detailed SANG). The precise area and location of the Larger SANG must be approved in writing by the Council in consultation with Natural England.
- 2.19 Provided that the Larger SANG Details are approved prior to First Occupation of any Dwelling, the term “SANG” and “SANG Land” within the s.106 will mean the Larger SANG rather than the smaller Detailed SANG. In those circumstances, the obligations of the Schedule relating to the SANG will apply equally to the approved Larger SANG.
- 2.20 In the event that the Larger SANG Details are not approved prior to Occupation, the smaller Detailed SANG will be delivered.
- 2.21 Prior to First Occupation the SANG (i.e. either the Detailed SANG or the Larger SANG) must be:
- 2.21.1 Completed; and
 - 2.21.2 Open to the public; and
 - 2.21.3 Transferred to the SANG Management Company. On the transfer of the SANG to the SANG Management Company the SANG Contribution (£698,871) will be paid to the SANG Management Company. A further Larger SANG Contribution will be payable in the event that the Larger SANG Details are approved prior to First Occupation.
- 2.22 The SANG Landowner must maintain the SANG Land in accordance with the SANG Management Plan until the land is transferred to the SANG Management Company at which point, responsibility for managing the SANG Land passes to the SANG Management Company (para 4.1).
- 2.23 Following the transfer of the SANG to the SANG Management Company, SANG Monitoring Reports must be provided to the Council:
- 2.23.1 For the first 5 years on the anniversary of the transfer; and
 - 2.23.2 then on a five yearly basis after that.
 - 2.23.3 In the event of any of the requirements of the SANG Management Plan have not been complied with to the reasonable satisfaction of the Council, the Council will notify the SANG Management Company and the Owner of that lack of compliance and shall set a reasonable period for rectifying the breach. If that lack of compliance is not remedied to the satisfaction of the Council, the Council (and its agents and

contractors) may enter upon the SANG Land and carry out any works necessary to secure such compliance and recover all costs necessarily incurred in carrying out those works from the SANG Management Company.

Additional SANG Capacity

- 2.24 The development will deliver a SANG of no less than 9.6 Ha. Natural England has confirmed the SANG would have the capacity to mitigate the impact of 504 dwellings (calculated at 8ha per 1000 population, assuming 2.4 people per dwelling). Following the deduction of 50 dwellings relating to phase 1 (WA/2020/1213) and 111 Dwellings for the Development, there would therefore be remaining capacity to mitigate the impacts of 343 Dwellings on the SPA.
- 2.25 As a result, the Additional SANGS Capacity is capable of mitigating the impacts of other development proposed which would otherwise have a likely significant effect on the SPA due to indirect recreational impacts.
- 2.26 The s.106 has been drafted to facilitate the delivery of planned development by ring-fencing sufficient SANG Capacity to mitigate the impacts of all sites allocated pursuant to LPP2. This is achieved through the submission of an Additional SANG Capacity Scheme which must be submitted and approved prior to Commencement.
- 2.27 The Scheme will set out the detail of the way in which the Additional SANG Capacity will be made available to other developments for purchase including a system of priority whereby for the local plan period (i.e. a period ending on 31 March 2032) the price at which the Additional SANG Capacity will be sold to nominated Allocated Developments shall not exceed the price charged by the Council in respect of their SANG Capacity at the Farnham Park SANG. The table at paragraph 1.5.2 has been reproduced from the Council's most recently published price calculator for the Farnham Park SANG.
- 2.28 From the date of the completion of the SANG, pedestrian and cycle access shall be maintained to and from the SANG from and to Phase 1¹.

Excess Biodiversity Net Gain Units (Sch 4)

- 2.29 The Appeal Scheme has approximately 16 'Excess BNG Units' whilst still delivering 20% net gain on site, based upon the current calculation. These include units of low, medium and high distinctiveness.
- 2.30 The draft provides for these Excess BNG Units to be sold in the same manner as the Additional SANG Capacity in order to facilitate the delivery of Allocated Sites. This includes the submission and approval of an Excess BNG Scheme which will cap the prices at which Allocated Sites can buy Excess BNG Units at 50% of the government's statutory biodiversity credit prices.

¹ The land to the north east of the Site which was granted planning permission pursuant to application reference WA/2020/1213 and appeal reference APP/R3650/W/21/3280136

Scout Hall (Sch 5)

- 2.31 No more than 80 Dwellings can be Occupied until the Scout Hall has to be completed to shell and core.
- 2.32 Within 20 Working Days of the completion of the Scout Hall, the Scout Hall Land must be offered to the Scout Group for £1.
- 2.33 The Offer has to stay open for 6 months. If it is not accepted or if it is accepted but no transfer has been completed within 60 Working Days, the Owner must ask the Council to nominate another body to take a transfer of the Scout Hall Land. The Owner must offer the Scout Hall Land to the nominated body on the same terms as the initial offer.
- 2.34 If no one has taken a transfer after 18 calendar months from the first offer, the Scout Hall Land will be released from the provisions of the s.106 and the Owner shall be entitled to manage the Scout Hall and Scout Hall Land as it sees fit.

Forest School (Sch 6)

- 2.35 No more than 80 Dwellings can be Occupied until the Forest School Building has to be completed to shell and core and the Fences surrounding the Forest School Land have been constructed.
- 2.36 Within 20 Working Days of the completion of the Forest School Building and Fences, the Forest School Land must be offered to the Forest School for £1.
- 2.37 The Offer has to stay open for 6 months. If it is not accepted or if it is accepted but no transfer has been completed within 60 Working Days, the Owner must ask the Council to nominate another body to take a transfer of the Forest School Land. The Owner must offer the Forest School Land to the nominated body on the same terms as the initial offer.
- 2.38 If no one has taken a transfer after 18 calendar months from the first offer, the Forest School Land will be released from the provisions of the s.106 and the Owner shall be entitled to manage the Forest School Land as it sees fit.

Access to Adjoining Land (Sch 7)

- 2.39 No more than 50% of the Dwellings can be Occupied unless and until access between the Site and the Adjoining Land for pedestrians, cyclists and emergency vehicles has been completed to the boundary of the Site and is open for use.
- 2.40 Once the Access has been completed it must be retained and maintained to a standard reasonably suitable for its proposed use.

Self Build & Custom Build Plots (Sch 8)

- 2.41 The Owner must provide the equivalent of 5% of the Dwellings as Self-Build/Custom Build Plots.
- 2.42 No more than 30% of the Dwellings can be Occupied until:

2.42.1 the Marketing Strategy has been approved in writing by the Council;

2.42.2 the Marketing of the Self-Build/Custom Build Plots has commenced.

2.43 The plots must be marketed in accordance with the approved Marketing Strategy for no less than 12 months. The Owner must provide an update report to the Council after 6 months of Marketing.

2.44 If after 12 months of marketing with the Owner acting in good faith in trying to agree both the terms of sale of a Self-Build/Custom Build Plot, the Owner has been unable to sell one or more of the Self-Build/Custom Build Plots, provided the procedure in paragraph 10 has been followed. the un-sold Self-Build/Custom Build Plots shall be released from the terms of the Schedule and may be developed for and occupied as Open Market Dwellings.

3 County Level Obligations

PROW Contribution

3.1 Prior to the Commencement of Development, the Owner must pay a PROW Contribution of £32,600 to the County Council. The County Council must use the Contribution to carry out works to divert an existing footpath to create a non-stepped route as soon as reasonably practicable following receipt of the PROW Contribution.

Demand Responsive Bus Service Contribution

3.2 The Owner must pay the Demand Responsive Bus Service Contribution of £500,000 to the County Council. The Contribution is intended to fund a service provided by either a bus or other vehicle to enable residents of the Development to access local services.

3.3 The Contribution is payable in five £100k annual instalments starting on the Occupation of the 25th Dwelling.

3.4 The County Council will provide the Demand Responsive Bus Service for a period of no less than 5 years from the date of receipt of the first instalment of the Demand Responsive Bus Service Contribution. Any element of the Demand Responsive Bus Service Contribution which remains unspent 5 years after the payment of the final instalment shall be repaid to the Owner.