

DATED _____ 2026

**THE COUNCIL OF THE BOROUGH OF GUILDFORD
and
SURREY COUNTY COUNCIL
and
HENRY AYRES**

**SECTION 106 AGREEMENT IN RESPECT OF:
Land at Shortland's Farm, Guildford Road, Ash, Guildford, GU12 6BL**

Guildford Borough Council
Legal Services
Millmead House
Millmead
Guildford
Surrey
GU2 4BB

File Ref: 59372
Appeal Ref: 6008529

¹ Draft remains subject to any amends arising from discussion at the inquiry and final review, checking and sign-off by all parties.

THIS AGREEMENT is made the day of 2026
BETWEEN:

- (1) **THE COUNCIL OF THE BOROUGH OF GUILDFORD** the principal administrative office of which is at Millmead House, Millmead, Guildford, Surrey GU2 4BB ("**the Council**");
- (2) **SURREY COUNTY COUNCIL** of County Hall, Penrhyn Rd, Kingston upon Thames KT1 2DN ("**the County Council**"); and
- (3) **HENRY AYRES** of Shortlands Farm, Guildford Road, Ash, Surrey, GU12 6BL ("**the Owner**").

BACKGROUND

- (i) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Land is situated.
- (ii) The County Council is also a local planning authority and is the education and highway authority for the area where the Land is situated.
- (iii) The Owner is the registered freehold owner of the Land which is registered at HM Land Registry under title number SY218851.
- (iv) The Planning Application was submitted to the Council by Gleeson Land Limited on 6th November 2025 and following the failure by the Council to determine the Planning Application within the statutory period Gleeson Land Limited have submitted the Appeal to the Secretary of State.
- (v) The Land is sufficiently close to the Special Protection Area for Development to require mitigation to be put in place to mitigate any potential impacts from the Development. The Council have adopted the Strategy with effect from July 2017 to provide for such mitigation.
- (vi) The parties hereto consider that a deed of planning obligation is required to secure appropriate mitigation measures in respect of the Special Protection Area, education, healthcare, highways, open space and recreation and Affordable Housing in the event that the Planning Permission is granted pursuant to the Appeal. The parties to this Deed have therefore agreed to enter into this Deed in order to secure the planning obligations contained herein.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

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

“1990 Act”	means the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991
“Advertisement”	a written advertisement for the sale of each of the Self Build Plots specifying: a) the full property address and plot number b) Planning reference number c) Land registry title number (if available) d) a full description, plans (including a clear site layout plan with plot numbers) and photographs e) the price of the plot (including service charge and Stamp Duty Land Tax) f) That the Self Build Plots shall be in Serviced Condition; g) Full agent contact details h) That the Self Build Plot is available for purchase.
“Affordable Housing”	housing within the meaning of affordable housing as defined by Annex 2 of the NPPF to meet the needs of Eligible Households whose needs are not met by the market;
“Affordable Housing Units”	means those Dwellings to be constructed pursuant to the Planning Permission for use (subject to paragraph 11 of Part 1 of the First Schedule) as Affordable Housing which shall represent 50% (fifty percent) of the Dwellings in the Development
“Affordable Housing Mix”	means (unless otherwise agreed with the Council in writing and subject to paragraphs 14-20 of Part 1 of the First Schedule):

- (i) 28% (twenty-eight percent) of the Dwellings within the Development shall be provided as Affordable Rented Housing Units;
- (ii) 12% (twelve percent) of the Dwellings within the Development shall be provided as Shared Ownership Housing Units or other forms of Intermediate Housing Units; and
- (iii) 10% (ten percent) of the Dwellings within the Development shall be provided as DMUs or further Shared Ownership Housing Units or other forms of Intermediate Housing Units

“Affordable Housing Notice”

means a written notice served by the Owner on the Council confirming that the Owner has been unable to transfer the relevant Affordable Housing Units to an Affordable Housing Provider on reasonable commercial terms which shall be accompanied by (i) details of the Affordable Housing Providers who have been approached to purchase the relevant Affordable Housing Units and (ii) copies of the responses from any Affordable Housing Providers

“Affordable Housing Scheme”

means a scheme setting out:

- (i) the proposed physical location, layout, size and specification of the Affordable Housing Units within the Development; and
- (ii) the tenure mix of the Affordable Housing Units which shall (unless otherwise agreed in writing with the Council) accord with the Affordable Housing Mix.

“Affordable Housing Provider”

means a body which meets the definition of “Registered Provider” as defined in the Housing and Regeneration Act 2008 and who is on the Council’s list of approved registered providers in force at the relevant date or is otherwise approved in writing by the Council or such other body, organisation or provider of Affordable Housing as may be

approved in writing by the Council (such approval not to be unreasonably withheld or delayed)

“Affordable Rented Housing” means the Affordable Housing Units that are rented housing and provided or managed by the Affordable Housing Provider that are outside the national rent regime but are subject to rent controls requiring a rent which including service charges do not exceed 80 per cent of the gross open market rent for that size and type of Dwelling and the term **“Affordable Rented Housing Units”** shall be construed accordingly;

“Agreed Open Market Value” means:
(a) the mean average of three (3) valuations by local estate agents of the Open Market Value; or
(b) a Valuation by a Valuer

Such valuations to be prepared at the cost of the Owner or DMU Owner as applicable and provided that the date of such valuations shall be no more than forty (40) Working Days before the date of service of the Sale Notice.

“Appeal” means the appeal by Gleeson Land Limited to the Secretary of State on the grounds of non-determination of the Planning Application by the Council which has been assigned appeal reference number 6008529

“Ash Station Contribution” means the sum of £435,200.00 (four hundred and thirty-five thousand two hundred pounds) Index Linked payable to the Council to be used towards the provision of improvements to and passenger infrastructure at Ash Rail Station.

“Biodiversity Gain Plan” means the plan to be submitted by the Owner to the Council to discharge the statutory condition on the Planning Permission and secure Biodiversity Net Gain evidencing a minimum BNG uplift in accordance with the BNG Metric

through the BNG Works and/or the purchase of off-site BNG units or credits;

“BNG Commencement Date”

means the date upon which the BNG Works have commenced;

“BNG Completion Date”

means the date on which the BNG Works have been completed;

“BNG Completion Notice”

means a notice evidencing that the BNG Works have been completed in accordance with the approved Biodiversity Gain Plan;

“BNG Management and Monitoring Plan”

means a plan to be submitted by the Owner to the Council to provide for the monitoring and maintenance of the BNG Works which shall include:

- (i) a non-technical summary;
- (ii) the roles and responsibilities of the people or organisation(s) delivering the plan;
- (iii) the management measures to maintain the BNG Works from the BNG Completion Date and up until the date which is 30 years from the completion of the Development; and monitored for the first five years and then once every 5 years thereafter in accordance with Schedule 2 paragraph 5.5;
- (iv) the monitoring methodology and frequency in respect of the BNG Works, provided that such monitoring shall not be more frequent than once a year for the first five years and every five years thereafter;

“Biodiversity Metric”

means the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time that can be used to measure the biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of biodiversity net gain;

“BNG Monitoring Report”	means a written report auditing the BNG Management and Monitoring Plan prepared by an ecologist following the surveying of the relevant habitats and entering their condition and distinctiveness into the Biodiversity Metric which shall highlight any actions which must be undertaken to achieve the level of Biodiversity Net Gain as set out in the relevant Biodiversity Gain Plan;
“Biodiversity Net Gain”	means an increase in biodiversity units (as measured using the Biodiversity Metric) to create or enhance biodiversity, which increase shall be a minimum of 10% over the baseline units.
“BNG Works”	means any on-site habitat creation and enhancement works set out in the Biodiversity Gain Plan;
“BNG Monitoring Contribution”	means the sum of £1,145.00 (one thousand one hundred and forty-five pounds) payable per monitoring event in accordance Schedule 2, paragraph 5.5 by the Owner to the Council for the monitoring of the biodiversity net gain provided onsite as part of the Development
“Car Club”	a local club operated and managed by the Car Club Provider in which members can book the Car Club Vehicle and use it for the period of the booking and park it in the Car Club Parking Spaces and a reference to 'Car Club' shall be read and construed accordingly
“Car Club EVCP”	means a fast, electric vehicle charging point with a current minimum requirement of 7kw, Mode 3 with Type 2 connector – 203v AC 32A single-phase dedicated supply or such variation thereof as the County Council and/or the Car Club Operator may reasonably require.
“Car Club Parking Spaces”	means 2 (two) car parking spaces within the Development specifically reserved for the use of the Car Club Vehicle with each space providing a Car Club EVCP

“Car Club Scheme (Alternative)”	means a scheme of car club membership for initial occupiers of the Dwellings within the Development whereby up to 2 (two) of the initial occupiers of each Dwelling are eligible for and will be provided by the Owner with vouchers covering the cost of annual membership of an existing car club operating in the vicinity of the Development for a period of up to 3 years.
“Car Club Provider”	means an organization accredited in the United Kingdom to provide electric cars for use by members of a Car Club in consideration of payment thereof
“Car Club Membership”	means being a member of the Car Club
“Car Club Vehicle”	means the electric vehicle owned or provided by the Car Club Provider for the Car Club
“Car Club Voucher”	means a voucher in the value of £50 (fifty pounds) driving time for the initial Occupiers of the Dwellings within the Development issued pursuant to this Deed which are capable of being exchanged solely for driving the Car Club Vehicle of the Car Club.
“CIL Regulations”	means the Community Infrastructure Levy Regulations 2010 (as amended)
“Commencement of Development”	the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out on (as the case may be) the relevant part of the Land other than (for the purposes of this Deed and for no other purpose) operations consisting of archaeological investigations, investigations for the purpose of assessing ground conditions, demolitions, remedial work in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure and the temporary display of site notices or

advertisements and the phrases **“Commence the Development”** and **“Commencement”** shall be construed accordingly

“Cycle Voucher” means a voucher to the value of £100 (one hundred pounds) per Occupier per household issued pursuant to this Deed to be applied for the purchase of cycles or cycle equipment.

“County Council Monitoring Fee” means the sum of six thousand three hundred forty-two pounds (£6,342) calculated at a rate of £906 (nine hundred and six pounds) per trigger point in connection with the County Council’s expenses incurred in monitoring and ensuring compliance with the obligations on the part of the Owner comprised in this Deed.

“Development” means the development of the Land through the demolition of the existing buildings and hardstanding and the erection of up to 200 Dwellings including Affordable Housing and self-build plots (Class C3), green and blue infrastructure and associated service and utility structures as outlined in the Planning Application and pursuant to the Planning Permission.

“Director of Planning” means the Council’s Director of Planning or such other person as may be appointed from time to time to carry out that function.

“Discount Market Housing” means Intermediate Housing for sale to be sold to Nominees at the Maximum Sale Price in accordance with the DMU Sale Scheme Terms

“Disposal”	means in relation to DMUs a Transfer of the freehold or a grant of sale of a Lease in respect of the relevant DMU and references to “Disposed” or “Disposing” shall be construed accordingly,
“DMUs”	means any Intermediate Housing Units to be used as Discount Market Housing and reference to a relevant DMU is to any one of them
“DMU Disposal Covenants”	means the DMU Disposal Covenants set out in Part 2 of Schedule 1 which shall be included in all transfers or leases of DMUs;
“DMU Mortgagee”	means the proprietor of a registered charge or mortgage including a charge by way of legal mortgage over a relevant DMU and any person deriving title under the DMU Mortgagee
“DMU Owner”	means the person(s) registered at the Land Registry as the proprietor(s) of a relevant specific DMU (other than the proprietors of a registered charge) and references to the Owner in the context of DMUs shall mean the relevant DMU Owner (as a successor to the Owner) where applicable
“DMU Sale Scheme Terms”	means the DMU Sale Terms as set out in Part 2 of Schedule 1
“Dwelling”	a dwelling (including a house flat flatlet or maisonette) to be constructed on the Land pursuant to the Planning Permission.
“Early Years Contribution”	means the sum £192,556.00 (one hundred and ninety-two thousand five hundred and fifty-six pounds) to be paid to the County Council for use towards the provision of additional fourteen (14) early years education places yielded as a result of the Development, the location of which will be determined prior to Commencement of the Development

“Education Contributions”

means (subject to clause 4.2) the Early Years Contribution, the Primary Education Contribution and the Secondary Education Contribution together;

“Eligible Persons” and “Eligible Households”

means:

- a) in the case of Affordable Rented Units, persons who are unable to afford suitable housing accommodation on the open market (whether renting or purchasing), who are in accordance with any relevant criteria set out in the Council’s current Housing Allocation Scheme or any equivalent successor scheme; or in the opinion of the Council given in writing are otherwise in housing need;
- b) in the case of Shared Ownership Units, households which have an income of less than £80,000 per annum.

“Exempt Disposal”

means a disposal of a DMU in one of the following circumstances:

- (a) Disposal to a spouse or civil partner upon the death of the DMU Owner;
- (b) Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the DMU Owner;
- (c) Disposal to a former spouse or former civil partner of a DMU Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order;
- (d) Disposal to a trustee in bankruptcy prior to sale of the relevant DMU

Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of Part 2 of the First Schedule

“Footpath Contribution” **356** means the sum of £54,450 (fifty-four thousand four hundred and fifty pounds) payable to the Council towards improvements to off-site sections of public right of way FP356 between the Development and Harpers Road

“Fully Serviced” means in relation to the Affordable Housing Units serviced with estate roads such roads to:

- a. Provide unobstructed vehicular and pedestrian access to the relevant Affordable Housing Unit's boundary with the roads and footpaths that are to be adopted as public highway to be fully constructed to the full specification required by the local highway authority to bring such footway or road to adopted standard and.
- b. in all cases afford proper access to the main highway network together with all mains services of electricity, telephone, superfast broadband, portable water, foul and surface water drainage to a conveniently located point or points abutting without intervention the relevant parcel of Affordable Housing

“Healthcare Contribution” means the sum of £240,748 (two hundred and forty thousand seven hundred and forty-eight pounds) payable to the Council to comply with Local Plan Policy ID1 – Infrastructure and Delivery to be used towards the capital costs of refurbishing local practices to provide additional primary care capacity to serve the Development

“Homes England” means the body known as Homes England created pursuant to the Housing and Regeneration Act 2008 and exercising functions in relation to the funding of Affordable Housing and

includes any successor or predecessor body exercising similar functions;

“Index Linked” means adjusted to reflect any increase or decrease in the BCIS All in Items Tender Index published by RICS between the date of this Agreement and the date the relevant payment falls due

“Interest” interest at 4 per cent above the base lending rate of the HSBC Bank Plc from time to time in force.

“Integrated Care Board”] [means the NHS Surrey Heartlands Integrated Care Board or its successor in function.

“Intermediate Housing Units” means housing provided for sale that provides a route to ownership for those who could not achieve home ownership through the market. It includes Shared Ownership Housing or DMUs or such other intermediate housing products as may be approved by the Council pursuant to the Affordable Housing Scheme such as relevant equity loans, other low-cost homes for sale (at a price equivalent to at least 20% below local market value) and rent to buy (which includes a period of intermediate rent)

“Land” means the land and premises against which this Deed may be enforced which comprise all those parts of the land shown edged with a red line on Plan 1 as are registered at HM Land Registry under title number SY218851;

“Lease” means a completed Land Registry form transfer (or other official approved document) to be lodged at HM Land Registry to effect registration of a leasehold Disposal of a relevant DMU

“Management Company” a management company established for the purpose of the long-term management and maintenance of the Open Space Areas

“Marketing Period”	means 18 months from the date of the pegging out of the boundaries of the Self Build Plots
“Marketing Strategy”	means the document which sets out details of the proposed marketing of the Self-Build Plots which shall include details of: i) how and when the Self Build Plots will be offered to the open market; ii) details as to available plots and their size, any design and sizing parameters and the cost and location of the Self Build Plot; and iii) the agents, websites and other resources through which the Self Build Plots will be marketed and any alternative or additional marketing measures in the event that interest is low
“Maximum Sale Price”	means 80% (eighty percent) of the Agreed Open Market Value of the relevant DMU (being the Agreed Open Market Value less the Percentage Discount) such Maximum Sale Price having first been notified to the Council in accordance with the DMU Sale Scheme Terms and agreed by the Council or if not agreed determined in accordance with the dispute resolution procedure.
“Natural England”	means the executive non-departmental public body established pursuant to the Natural Environment and Rural Communities Act 2006 who is responsible for ensuring that the natural environment is conserved, enhanced and managed for the benefit of present and future generations or any successor body that replaces it
“Nominee”	means a person nominated by the Council as a prospective buyer of a DMU or otherwise eligible to purchase a DMU
“Nominees List”	means a list of Nominees from the Council’s housing register and/or the Council’s open market register or any equivalent

list of housing applicants who in the Councils reasonable view are eligible for and willing to purchase the relevant DMU

“Occupation” and **“Occupied”** means occupation or use for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the term **“Occupiers”** shall be construed accordingly.

“Open Market Unit” means any Dwelling which is not an Affordable Housing Unit

“Open Space Areas” means those areas of informal and formal open space and Play Area to be provided on the Land which shall comprise/include:

- o areas of amenity greenspace;
- o areas of semi natural greenspace; and
- o the Play Area(s);

within those areas shown indicatively on Plan 2 the final details of which are to be approved by the Council pursuant to the Open Space Scheme and the Reserved Matters Approvals for the Development but which shall meet the minimum provision requirements for amenity and children’s Play Area set out in the Council’s Planning Contributions Supplementary Planning Document March 2011 (updated July 2017);

“Open Space Scheme” means a scheme detailing the provision of public open space, recreational facilities and areas of equipped and unequipped children’s Play Area within the Development setting out details of the layout, equipment and landscaping of the Open Space Areas and Play Area(s), timing for delivery, and details of their future management and maintenance by the Management Company to be submitted to and approved by the Council;

“Owner’s Disposal Covenants”	means the Owner’s Disposal Covenants as set out in Part 2 of the First Schedule
“Plan 1” (Location Plan)”	means the plan referenced 25019 S101 B attached to this Deed at Appendix 1 ;
“Plan 2” (the Open Space and Play Areas Plan)”	means the plan referenced 25019/C102 attached to this Deed at Appendix 1 ;
“Planning Application”	means the outline application submitted by Gleeson Land Limited for the Development which was validated by the Council on 6 th November 2025 and has been allocated reference number 25/P/01521;
“Planning Permission”	means the planning permission for the Development granted by the Council pursuant to the Planning Application.
“Play Area(s)”	means the areas of play area within the Development the final details of which shall be approved pursuant to the Open Space Scheme and the relevant Reserved Matters Approvals
“Policing Contribution”	means the sum of £650.00 (six hundred and fifty pounds) Index Linked payable to the Council to be passed on request to Surrey Police to be used towards the provision of new ANPR cameras in the vicinity of the Development on the A234 Pirbright Road, A322 Guildford Road and the B3411 Ash Hill Road.
“Primary Education Contribution”	[means the sum £982,444.00 (nine hundred and eighty-two thousand four hundred and forty-four pounds) to be paid to the County Council to be used to towards primary education infrastructure in the Ash & Tongham planning area and to create additional primary places to increase the capacity in the primary sector in the area.
"Reasonable Endeavours"	means those reasonable steps which a prudent and determined person or acting in his or its best interests and anxious to achieve the stated objective would take (save

where this Deed otherwise indicates). For the avoidance of doubt this includes engaging in timely and genuine negotiations, undertaking appropriate marketing using established methods and responding promptly to expressions of interest provided always that the Owner shall not be required to pursue or accept an offer for less than reasonable commercial terms or that undermines the commercial viability of the Development.

“Reserved Matters Application” means an application to the Council for approval of details of the appearance, landscaping, layout and/or scale of the Development not contained in the plans and drawings submitted with the Planning Application and which the Planning Permission reserves for future approval

“Reserved Matters Approval” means an approval of reserved matters pursuant to a Reserved Matters Application.

“Sale Notice” means a notice containing the Maximum Sale Price and/or Agreed Open Market Value and all relevant ancillary terms for the disposal of the DMUs;

“SANG” means Suitable Accessible Natural Green Space elsewhere within the Borough of Guildford and/or Waverley in accordance with the Strategy

“SANG Allocation Agreement” means an agreement between the Owner and the owner of a privately owned/managed SANG approved by the Council for the purposes of providing SANG pursuant to the Strategy securing an allocation of the requisite amount of SANG capacity to mitigate any impacts of the Development in accordance with the Strategy

“SANG Contribution” means the sum of £1,541,210.82 (one million five hundred and forty-one thousand two hundred and ten pounds and eighty-two pence) to be paid to the Council by the Owner in accordance with the Strategy as a contribution towards the

cost of upgrading SANG including the cost of maintaining the SANG;

“SAMM Contribution”

means the sum of £180,828.77 (one hundred and eighty thousand eight hundred and twenty-eight pounds seventy-seven pence) to be paid by the Owner towards the strategic access management and monitoring of the Special Protection Area to be coordinated strategically, by Natural England working with the Council and other affected SPA authorities and land managers, as part of an overarching strategy for access management;

“Section 106”

Section 106 Town and Country Planning Act 1990 as amended

“Section 106 Officer”

means the Council’s Section 106 Officer or such other person as may be appointed from time to time to carry out that function.

“Secondary Education Contribution”

means the sum £908,875.00 (nine hundred and eight thousand eight hundred and seventy-five pounds) to be paid to the County Council to be used to create additional capacity within secondary schools in the Ash Manor School or in the proximity of the Development.

“Secretary of State”

means the Secretary of State for Communities, Housing and Local Government

“Self-Build Dwelling”

means a Dwelling to be either constructed or commissioned by a person or persons who intend to live in the Dwelling and which means the definition of a self-build or a custom-build dwelling in the Self Builds and Custom Housing Act 2015 (as amended) and the Community Infrastructure Levy Regulations 2010 (as amended)

“Self-Build Plot”

means a plot on the Land upon which a Self-Build Dwelling is to be constructed and which has access to a public highway (either via an adopted estate road or an estate road

constructed to adoptable standards) and at least water, foul drainage, gas (unless otherwise agreed in writing by the Council) and electricity supply (to such capacity as may be reasonably required available to the plot boundary;

“Self-Build Register” means the Council’s Self-build and Custom Housebuilding Register maintained pursuant to section 1 of the Self Build and Custom Housebuilding Act 2015 (as amended).

“Serviced Condition” means in relation to the land to be used for Self-Build Plots the remediation of the land to a standard fit for its end use and the provision of roads, sewers, gas, electricity and telecommunications to the boundary of the Land in accordance with a scheme that the Owner shall submit to the Council for approval (such approval not to be unreasonably withheld or delayed).

“Shared Ownership Housing” Affordable Housing provided on a shared equity arrangement whereby a leaseholder acquires an initial equity share in a Dwelling with provision for the leaseholder to subsequently acquire the remainder of the equity in the dwelling with rent on the remainder charged at no more than the Homes England agreed maximum and the term **“Shared Ownership Housing Units”** shall be construed accordingly.

“Strategy” means the Thames Basin Heaths Special Protection Area Avoidance Strategy 2017 Supplemental Planning Document adopted by the Council and in effect from 26 July 2017 or any revision modification amendment or replacement thereto, including but not limited to updates adopted in October 2021 and October 2022 and in September 2024 following adoption of the SPA Tariffs SPD 2024;

“Special Protection Area” the Thames Basin Heaths Special Protection Area designated on 9th March 2005 under the Conservation (Natural Habitats, &c.) Regulations 1994 Statutory Instrument 1994 No. 2716 which derive from European Directives 92/43/EEC

Conservation of natural habitats and of wild fauna and flora and 79/409/EEC Conservation of wild birds.

“Transfer” means a completed Land Registry form of transfer (or other official approved document) to be lodged at HM Land Registry to effect registration of a Disposal of a relevant DMU.

“Travel Plan” means the approved travel plan for the Development to be submitted to and approved by the Council [pursuant to the relevant condition on the Planning Permission] which shall substantially accord with the Mayer Brown Outline Travel Plan dated 29th October 2025 (reference MJGWykeLane.1) submitted in support of the Planning Application.

“Travel Plan Monitoring Fee” means the sum of £5,000 (five thousand pounds) payable to the County Council pursuant to paragraph 3 of the Fifth Schedule to be used by the County Council to monitor compliance with the Travel Plan

“Qualifying Self Build and Custom Housebuilding Developer” means an individual or association of individuals (including bodies corporate that exercise functions on behalf of associations of individuals) who satisfy the criteria of section 4 of the Self-Build and Custom Housebuilding Regulations 2016.

“Valuer” means a Member or Fellow of the Royal Institution of Chartered Surveyors being a registered valuer acting in an independent capacity

“Working Days” all days except Saturdays Sundays Bank Holidays and all other Public Holidays

2 INTERPRETATION

2.1 Where in this Deed reference is made to any clause, paragraph or schedule such reference (unless the context otherwise requires) shall be a reference to a clause, paragraph or schedule in or to this Deed.

- 2.2 The headings to the clauses, schedules and paragraphs of this Deed shall not affect the interpretation of this Deed.
- 2.3 The Schedules to this Deed form part of it and the provisions set out in the Schedules shall have the same full force and effect as if expressly set out in the body of this Deed.
- 2.4 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.6 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations may be enforced against all of them jointly and against each individually and separately by each of the parties they covenant with unless there is an express provision otherwise.
- 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.
- 2.8 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County Council the successor to their statutory functions.

3. ENABLING PROVISIONS

- 3.1 This Deed is made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 and Section 1-5 of the Localism Act 2011 and all other powers so enabling.
- 3.2 This Deed is a planning obligation for the purposes of Section 106 of the 1990 Act as amended and the covenants, restrictions and requirements imposed upon the Owner under this Deed are enforceable by the Council as local planning authority and (where applicable) the County Council against the Owner pursuant to Section 106(3) of the 1990 Act.

4. COMMENCEMENT & CONDITIONALITY

- 4.1 This Deed shall come into effect upon the date of this Deed subject to clause 4.2 but the obligations in the First to Fifth Schedules shall (save where expressly stated otherwise or by necessary implication an obligation is required to come into effect beforehand in which case such obligation shall come into force, subject to paragraph 4.2, immediately or as otherwise is set out in this Deed) be conditional upon and not enforceable until the Commencement of Development
- 4.2 The planning obligations in this Deed are conditional upon the Secretary of State and/or the Inspector deciding the Appeal being satisfied that they comply in all respects with the CIL Regulations and in the event that the Secretary of State or the Inspector deciding the Appeal expressly states in their decision letter that any individual planning obligation or contribution within this Deed is not compliant with the CIL Regulations or is immaterial to the grant of the Planning Permission and that no weight has been given to the same in reaching their decision then that specific planning obligation or contribution or those planning obligations or contribution or that paragraph (as applicable) will cease to have effect and shall be void for the purposes of this Deed and the Owner shall not be obliged to comply with the terms of that specific planning obligation or pay that contribution but the remaining clauses and planning obligations within this Deed will remain in full force and effect.

5. THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council so as to bind the Land as set out in the First to Fourth Schedules.
- 5.2 The Owner covenants with the County Council so as to bind the Land (as set out in the Fifth Schedule).

6. THE COUNCIL'S AND COUNTY COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner as set out in the Sixth Schedule.
- 6.2 The County Council covenants with the Owner as set out in the Seventh Schedule.

7. GENERAL

- 7.1 The Owner shall pay to the Council:

7.1.1 on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £2,750.00 (two thousand seven hundred and fifty pounds);

7.2 The Owner shall pay to the County Council

7.2.1 on completion of this Deed the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Deed.

7.2.2 Before Commencement of the Development the County Council Monitoring Fee.

7.3 None of the provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

7.4 This Deed is a local land charge for the purposes of the Local Land Charges Act 1975 and shall be registrable as such by the Council and the County Council.

7.5 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or the County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Director of Planning and on behalf of the County Council by [TBC].

7.6 The Council and the County Council will upon the written request of the Owner at any time after any of the obligations on the part of the Owner contained in this Deed have been fully discharged or performed issue the Owner with written confirmation of such discharge or performance

7.7 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.

7.8 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Appeal is dismissed or if the Planning Permission is

quashed, revoked or otherwise withdrawn or is modified (other than by agreement with or at the request of the Owner) or expire by effluxion of time.

- 7.9 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they have parted with their interest in the Land (or where an obligation expressly relates to an identifiable part of the Land that part of the Land to which the relevant obligation relates) but without prejudice to their liability for any subsisting breach arising prior to parting with such interest.
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.11 Nothing contained or implied in this Deed shall prejudice or affect the rights powers, duties and obligations of the Council or the County Council in the exercise of its functions as local planning authority or under any public or private statute bylaw or regulation.
- 7.12 If there is any conflict between the terms of this Deed and any conditions attached to the Planning Permission the former shall take precedence.
- 7.13 The obligations in this Deed will not be enforceable against the following or their successors in title, mortgagees or chargees:
- 7.13.1 The buyers or occupiers of individual Dwellings forming part of the Development with the exception of paragraph 10 of Part 1 to the First Schedule which (subject to paragraph 11 therein) shall be enforceable against the owners or occupiers if individual Affordable Housing Units;
 - 7.13.2 Any statutory undertaker who acquires an interest in the Land in order to operate or install services, plant or apparatus therein.
 - 7.13.3 Any party subsequently acquiring an interest in the Land solely by way of a registered legal charge or mortgage unless and until that party takes possession of the Land (or part thereof) pursuant to said legal charge or mortgage and in the case of Affordable Housing subject to paragraph 11 of the First Schedule;

8. WARRANTY

- 8.1 The Owner warrants that they have full authority to enter into this Deed and no person other than the Owner has any legal or equitable interest in the Land and they have investigated as necessary all matters of title to the Land and know of no impediment to the validity of this Deed

9. WAIVER

No waiver (whether expressed or implied) by the Council, the County Council or Owner 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 Council or the County Council or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10. CHANGE IN OWNERSHIP

The Owner agrees with the Council and the County Council to give immediate written notice of any change in ownership of their interest or any part of their interest in the Land (save for the disposal of individual Dwellings within the Development) occurring before all the obligations under this Deed have been performed and 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 details of the part of the Land or unit of occupation purchased by reference to a plan.

11. INDEXATION

Any sum stipulated as being payable by the Owner to the Council or the County Council shall be increased by an amount equivalent to the increase in the Index from the date of this Deed until the date on which such sum is payable pursuant to the provisions of this Deed.

12. INTEREST

If any payment due under the provisions of this Deed is paid more than seven days after the due date Interest shall in addition be payable on such sum from the date payment is due to the date of payment.

13. SERVICE OF NOTICES

Any notice or written communication to be served pursuant to this Deed shall conclusively be deemed to have been validly served if delivered by hand the next Working Day after the day of delivery or sent by recorded delivery post to the relevant address of the relevant party as stated at the beginning of this Deed or such other address as may from time to time be notified by one party to the other as its address for service for the purposes of this Deed and any notice or other written communication to be given by the Council or the County Council two Working Days after the date of posting shall be deemed valid and effectual if on its face it is signed on behalf of the relevant Council by a duly authorised signatory. In relation to legal proceedings a claim form issued relating to this contract by Deed may be served by post at the address of the Owner as stated at the beginning of this Deed. A claim form so served shall be deemed to be served irrespective of the actual knowledge of the Owner and no objection shall be taken to service nor application made to set aside a judgment based on a failure to serve when service has been effected by this contractually agreed method.

14. VAT

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

15. JURISDICTION

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

16. 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.

17. DISPUTES

- 17.1 Any dispute, controversy or claim arising out of or relating to this Deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- 17.1.1 the tribunal shall consist of one arbitrator appointed jointly by the parties;
- 17.1.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- 17.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- 17.1.4 the seat of the arbitration shall be London.

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

FIRST SCHEDULE

Affordable Housing

Part 1 – Affordable Housing Covenants

The Owner hereby covenants with the Council as follows:-

Affordable Housing

1. 50% (fifty percent) of the Dwellings within the Development shall be Affordable Housing of which shall (unless otherwise agreed in writing with the Council and subject to paragraphs 14 to 20 below) be provided in accordance with the approved Affordable Housing Scheme.
2. Not to Commence Development unless and until the Affordable Housing Scheme has been submitted to and approved by the Council.
3. To construct and provide or procure the construction and provision of the Affordable Housing in the locations shown on the Affordable Housing Scheme unless otherwise agreed in writing by the Council.
4. Prior to the Occupation of any Affordable Housing Units to notify the Council in writing of the intended Affordable Housing Provider
5. To give to the Council written notice upon the Occupation of 50% of the Open Market Units.
6. Unless otherwise agreed in writing by the Council not to Occupy or permit Occupation of more than 50% (fifty percent) of the Open Market Units within the Development unless and until 50% (fifty percent) of the Affordable Housing Units constituting either Affordable Rented Units or Shared Ownership Units (FOR THE AVOIDANCE OF DOUBT this excludes any DMUs) to be provided within the Development have been constructed and made ready and available for residential occupation and are Fully Serviced and (save for any DMUs) transferred to an Affordable Housing Provider and the Council has been provided with evidence that such transfer has been validity executed and submitted to the Land Registry for registration.

- 7 Unless otherwise agreed in writing by the Council not to Occupy or permit Occupation of more than 80% (eighty percent) of the Open Market Units within the Development unless and until all of the Affordable Housing Units to be provided within the development have been constructed and are Fully Serviced and (save for any DMUs) transferred to an Affordable Housing Provider and the Council has been provided with evidence that such transfer has been validity executed and submitted to registered at the Land Registry for registration.
8. The Council shall have a right to nominate the occupiers of each Affordable Rented Unit when vacant in accordance with its published scheme "Guildford Homechoice" or such other nomination provisions as may be agreed and recorded in writing in substitution thereof between the Owner, the Affordable Housing Provider to whom the relevant Affordable Housing Units are transferred within the relevant Nomination Deed and the Council acting through the Head of Housing Advice Services. The Council shall have this right for all initial vacancies and 75% (seventy-five percent) of subsequent vacancies unless otherwise agreed in writing between the Council and the relevant Affordable Housing Provider
9. Not to Occupy or permit or allow the Occupation of any Affordable Housing Unit until a Nomination Deed has been entered into between the Council and the relevant Affordable Housing Provider.
10. Subject to paragraph 11 of this Schedule, not to use or Occupy or permit the use or Occupation of any of the Affordable Housing Units other than as Affordable Rented Units or Shared Ownership Units or DMUs in accordance with the agreed Affordable Housing Mix in perpetuity and all re-lets and re-sales of the Affordable Housing Units will be on the basis that they remain as such in accordance with the terms of this Deed and to ensure that the Affordable Rented Units or Shared Ownership Units shall only be Occupied by persons from Eligible Households PROVIDED ALWAYS THAT any variation from this purpose shall be agreed in writing by the Council acting reasonably.
- 11 The Affordable Housing Units to be constructed under the Planning Permission as Affordable Housing shall be used for Affordable Housing in perpetuity PROVIDED THAT the covenants and restrictions in this clause or schedule to be imposed pursuant to it shall not be binding or enforceable against:-
 - 11.1 any individual who shall at any time acquire the freehold interest in any Affordable Housing Unit or any person occupying an Affordable Housing Unit who exercises a statutory right to acquire such Affordable Housing

Unit, or against any person occupying a Shared Ownership Unit that either acquires the freehold in that Shared Ownership Unit or otherwise exercises a contractual or statutory right to staircase to acquire a 100% interest in such Affordable Housing Unit, or any successors in title or mortgagee to any of the aforementioned parties;

- 11.2 a chargee of an appointed Affordable Housing Provider (“Chargee”) or any receiver (including an administrative receiver) appointed by such Chargee or any other person appointed under any security documentation to realise its security or any administrator (howsoever appointed) including a housing administrator of the whole or any part of the Affordable Housing Units or Affordable Housing Land or any persons or bodies deriving title through such Chargee provided that:

such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall use reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Affordable Housing Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant mortgage charge or security documentation including all accrued principal monies, interest and costs and expenses; and if such disposal has not completed within the three-month period, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the provisions of this Schedule which provisions shall determine absolutely.

Mechanics of Transfer

12. Save for any DMUs, the Owner shall offer the Affordable Housing Units to an Affordable Housing Provider by provision of:
- (i) a contract for the sale of land; and
 - (ii) a draft transfer which shall include the provisions set out in paragraph 12 below.
13. The Owner covenants with the Council that any transfer of Affordable Housing Units to an Affordable Housing Provider will contain the following provisions:
- (a) The grant by the Owner of all rights and access and passage of services and other rights reasonably necessary to the beneficial enjoyment of those Affordable Housing Units;
 - (b) A reservation of all rights and access and passage of services and other rights reasonably necessary for the benefit of the remainder of the Dwellings, estate infrastructure, and public areas on the Land; and

- (c) The imposition of such covenants as the Owner shall reasonably require and are consistent with the sale of any Open Market Units PROVIDED that the transfer shall be free from financial encumbrances (other than in relation to an obligation to contribute towards any costs payable to a Management Company) with no unusual or onerous covenants included in the transfer which conflict with the nature and use of the Affordable Housing Units as Affordable Housing.

Affordable Housing Cascade

14. If despite using Reasonable Endeavours the Owner has offered any of the Affordable Housing Units to an Affordable Housing Provider and either:-

- (a) the terms of such offer have not been accepted by an Affordable Housing Provider in relation to any or all of the Affordable Housing Units ; or
- (b) an agreement for the transfer of any or all of the Affordable Housing Units has not been entered into in relation to any or all of the Affordable Housing Units within three (3) months of the date of the offer (or such alternative date agreed between the Council and the Owner) (as evidenced in writing to the Council); or
- (c) any agreement entered into with an Affordable Housing Provider in relation to any or all of the Affordable Housing Units terminates

then the Owner may serve an Affordable Housing Notice on the Council proposing that any of the Affordable Housing Units that have not been transferred to an Affordable Housing Provider ("**the Remaining Affordable Units**") be disposed of to the Council on reasonable commercial terms.

15. On receipt of the Affordable Housing Notice the Council shall, acting reasonably and within 20 Working Days from receipt of the Affordable Housing Notice, confirm in writing whether the Owner had used Reasonable Endeavours to dispose of any of the Remaining Affordable Housing Units to an Affordable Housing Provider.
16. In the event the Council contends that the Owner had not used Reasonable Endeavours then the Owners must reoffer the Remaining Affordable Units to Affordable Housing Providers for a further one (1) month from the date of the offer.
17. In the event the Council has confirmed in writing that the Owner had used Reasonable Endeavours within three (3) months from the receipt of the Affordable Housing Notice then the Council shall determine whether it wishes to acquire any of the Remaining Affordable Housing Units on the terms offered in accordance with the Affordable Housing Mix and if no offers are provided by the Council within that period the Owner may proceed in accordance with paragraph 19

18. In the event the Council confirms in writing to the Owner that it wishes to acquire any or all the Remaining Affordable Housing Units then the Owner agrees that they shall use Reasonable Endeavours to complete the disposal of those Remaining Affordable Housing Units to the Council.

Stage Two – Alternative Affordable Housing Provision

19. In the event the Council
- (a) has confirmed in writing to the Owner that it does not wish to acquire any of the Remaining Affordable Housing Units; or
 - (b) no terms or offers are proposed by the Council for it to acquire any of the Remaining Affordable Housing Units within 3 months of receipt of the Affordable Housing Notice; and
 - (c) at any time the Council does not contend that the Owner failed to use Reasonable Endeavours in accordance with paragraph 16,

then the Owner may, in respect of any Remaining Affordable Housing Units that the Council does not wish to acquire serve an additional Affordable Housing Notice on the Council demonstrating the use of Reasonable Endeavours over that period which shall include (if in operation) use of Homes England's s106 Affordable Housing Clearing Service and shall give reasons as to why revisions to the Affordable Housing Scheme and Affordable Housing Mix (an "**Alternative Affordable Housing Provision**") for are required.

20. Where paragraph 19 applies, the Owner shall submit to the Council details of the Alternative Affordable Housing Provision (which shall comprise an alternative mix of Remaining Affordable Housing Units to be provided for approval at the same time as the Affordable Housing Notice is served PROVIDED THAT if the Council does not respond within 20 (twenty) Working Days from receipt of the submitted Alternative Affordable Housing Provision it shall be deemed to have been approved. Once approved by the Council, the Alternative Affordable Housing Provision shall apply and the Affordable Housing Scheme and Affordable Housing Mix shall be construed accordingly.

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Part 2
Provisions relating to DMU's Only

The Owner hereby covenants with the Council as follows:

1. The Owner shall in respect of any DMUs Dispose of the DMUs in accordance with this Schedule

Mortgagee in Possession

2. In the case of a Mortgagee taking possession of a DMU or DMUs ("**a DMU Mortgagee in Possession**") the Mortgagee shall dispose of the DMUs or a relevant DMU (as the case may be) in accordance with the Owner's Disposal Covenants and DMU Sale Terms.

The Owner's Disposal Covenants

3. The Owner covenants with the Council: save that these covenants shall not apply to an Exempt Disposal:
 - 3.1 Not to dispose of any DMU except by way of a Disposal;
 - 3.2 Not to dispose of any DMU except in strict accordance with the DMU Sale Terms;
 - 3.3 Not at any time to dispose of any DMU for more than the Maximum Sale Price;
 - 3.4 Not to cause or permit the DMU to be occupied at any time or in any way except by the DMU Owner and any persons living with the DMU Owner as part of his or her family (within the meaning of Section 186 of the Housing Act 1985) or persons who he or she would otherwise share a dwelling with in circumstances where there is not intended to be a relationship of landlord and tenant;
 - 3.5 Not at any time to dispose of any DMU unless the Transfer or the Lease to the buyer contains the DMU Disposal Covenants contained in paragraph 4 of this Part 2 of this First Schedule;

- 3.6 To take all reasonable and prudent steps to avert repossession of the relevant DMU by the Mortgagee or DMU Mortgagee and to inform the Council immediately in the event of receiving notification from the Mortgagee or a DMU Mortgagee of any breach of any of the obligations under their mortgage.
4. The Owner covenants with the Council that:
- 4.1 The Owner shall not dispose of a DMU unless the Transfer or Lease contains the covenants in paragraph 5 with only such changes as are necessary to make such covenants applicable to the Transfer or Lease to the buyer including the insertion of the relevant definitions contained in this Deed ("the Deed").
5. *The [transferee] or [lessee] covenants with the transferor or lessor as follows:*
- 5.1 *To observe and perform the provisions contained in Part 2 of the First Schedule of an Agreement made under s106 of the Town and Country Planning Act 1990 on [] between (1) Guildford Borough Council and (2) Surrey County Council and (3) Henry Ayres ("the Deed")*
- 5.2 *Not to dispose of the property except in strict accordance with the DMU Sale Scheme Terms contained in Part 2 of the First Schedule of the Deed;*

DMU Sale Terms

The Owner covenants with the Council as follows:

6. Before seeking to dispose of the relevant DMU the Owner shall:
- (i) deliver to the Council the Sale Notice; and
 - (ii) provide evidence of the Agreed Open Market Value;
7. Within 20 (twenty) Working Days on receipt of a Sale Notice the Council shall:
- a. provide written confirmation that the Maximum Sale Price and/or Agreed Open Market Value proposed by the Owner in the Sale Notice is accepted by the Council; or
 - b. if the Maximum Sale Price and/or Agreed Open Market Value is not accepted by the Council the Council shall have a further 20 (twenty) Working Days to request further evidence of the Open Market Value and agree with the Owner or their Valuer an Agreed Open Market Value; or

- c. if the Maximum Sale Price and/or Agreed Open Market Value cannot be agreed pursuant to paragraph 13(b) of this Part 2 of the First Schedule the parties shall first attempt to negotiate a Maximum Sale Price and/or Agreed Open Market Value in good faith failing which the Council shall provide notification the matter has been referred for determination in accordance with the Dispute Resolution Procedure under clause 17 of this Deed.

8. Within 20 (twenty) Working Days of either:

- a. written confirmation that the Maximum Sale Price and/or Agreed Open Market Value stated in the Sale Notice is accepted by the Council; or
- b. determination of the Maximum Sale Price and/or Agreed Open Market Value pursuant to the Dispute Resolution Procedure

the Council shall provide the Nominees List to the Owner.

SECOND SCHEDULE

Open Space, Play Area(s) and BNG Monitoring and Management

Management and maintenance of the Open Space and Play Area

1. The Owner shall:
 - 1.1 maintain the Open Space (or part thereof) in accordance with the Open Space Scheme (as may be updated from time to time by agreement between the Owner and the Council); and
 - 1.2 maintain the Play Area (or part thereof) in accordance with the Open Space Scheme,

and for the avoidance of doubt if the Open Space and/or the Play Area (or any part thereof) is transferred to a Management Company, then the Management Company (or any replacement Management Company, as applicable) will have responsibility for the Owner's obligations in this Schedule.
2. Prior to transfer by the Owner of the Open Space and/or Play Area (or part thereof) to the Management Company, the Owner shall:
 - 2.1 provide prior written notification of any such proposed transfer to the Council (including details of the Management Company);
 - 2.2 provide the following information to the Council for the Council's prior written approval (acting reasonably):
 - 2.1.1 details of the funding arrangements for the management of the Open Space and/or the Play Area (or relevant part thereof) by the Management Company which for the avoidance of doubt may include the levying of reasonable estate management or service charges; and
 - 2.1.2 details of the day-to-day running of the Management Company, including inspection, maintenance, repair, replacement and insurance (where appropriate);
- 2.2 Following written notification pursuant to paragraph 2.1 of this Schedule, the Owner shall:
 - 2.2.1 transfer the Open Space and/or the Play Area (or relevant part thereof) to the Management Company only on the Open Space Transfer Terms;
 - 2.2.2 provide evidence to the Council (such evidence to be to the Council's reasonable satisfaction) that any such transfer has taken place on the Open Space Transfer Terms; and

- 2.2.3 in the event that the Management Company is wound up either voluntarily or compulsorily following the transfer of the Open Space and/or Play Area (or relevant part thereof), notify the Council of the same and either appoint a replacement Management Company or propose to the Council an alternative arrangement for the management of the relevant Open Space and/or the Play Area, such arrangement to be in accordance with the terms of the Open Space Scheme (as applicable) and subject to the Council's approval, acting reasonably.

3 Management Company

- 3.1 The Owner shall establish or procure that a Management Company is established for the Open Space or Play Area and provide written confirmation of the same to the Council for its approval prior to Occupation of 50% (fifty per cent) of the Dwellings.
- 3.2 The Owner shall not Occupy more than 50% (fifty per cent) of the Dwellings unless and until the Management Company for the Open Space or Play Area has been established to the satisfaction of the Council.
- 3.3 The Owner shall transfer the Open Space and the Play Area to the Management Company on the Open Space Transfer Terms² prior to Occupation of the final Dwelling to be Occupied.
- 3.4 The Owner shall not Occupy or permit Occupation of the final Dwelling to be Occupied unless and until the Open Space and the Play Area have been transferred to the Management Company on the Open Space Transfer Terms.

4 Layout and Completion

- 4.1 Not to Occupy or permit the Occupation of more than 50% (fifty per cent) of the Dwellings unless and until the Play Area has been laid out and completed in accordance with the approved details of the Open Space Scheme and not to Occupy more than 75% (seventy five percent) of the Dwellings unless and until all of the Open Space has been laid out and completed in accordance with the approved details of the Open Space Scheme.

5 BNG Monitoring Contribution, Management and Maintenance

- 5.1 To submit the Biodiversity Gain Plan and the BNG Management and Monitoring Plan to the Council for approval prior to Commencement of Development.

² Definition to be inserted

5.2 Not to Commence the Development until the Biodiversity Gain Plan and the BNG Management and Monitoring Plan have been submitted to and approved in writing by the Council.

5.3 To:

5.3.1 notify the Council of the BNG Commencement Date within 10 Working Days of the BNG Commencement Date;

5.3.2 to complete the BNG Works in accordance with the approved Biodiversity Gain Plan; and

5.3.3 serve on the Council the BNG Completion Notice within 10 Working Days of the BNG Completion Date.

5.4 If the Council:

5.4.1 indicates that the relevant BNG Completion Notice is not approved on the basis that it has not demonstrated to the Council's reasonable satisfaction that the BNG Works have been completed; and

5.4.2 requires any defects to be remedied,

the Owner shall thereafter promptly rectify any such defects and issue a further BNG Completion Notice to the Council for approval and such process shall continue until such time as the relevant BNG Completion Notice is approved by the Council.

5.5 From the BNG Completion Date to:

5.5.1 To implement in full and thereafter comply with the BNG Management and Monitoring Plan (or any revised or replacement BNG Management and Monitoring Plan) for a period of 30 years from the BNG Completion Date.

5.5.2 No later than the first anniversary of the BNG Completion Date (and no later than Occupation of the final building or structure within the Development) and thereafter for the next four (4) years (being a total of five (5) years in total) on an annual basis:

5.5.3 To engage an ecologist to undertake monitoring of the Land by way of physical visit to the Land to ensure compliance with the BNG Management and Monitoring Plan

5.5.4 To submit to the Council the BNG Monitoring Report for approval by the Council in writing;

5.5.5 To pay to the Council the BNG Monitoring Fee upon submission of the BNG Monitoring Report

5.5.6 To comply with any recommendations contained within the BNG Monitoring Report as approved by the Council in writing.

5.6 Following the first 5 (five) years of monitoring in accordance with paragraph 4.5.2 of this Schedule, and thereafter every 5 (five) years until 30 (thirty) years from the BNG Completion Date to comply with paragraph 5.5 of this Schedule.

5.7 FOR THE AVOIDANCE OF DOUBT it is agreed that the receipt of each separate BNG Monitoring Report by the Council shall amount to a separate monitoring event giving rise to payment of a new BNG Monitoring Fee.

5.8 To accompany any reasonable request to the Council for an amendment to an approved BNG Management and Monitoring Plan with a notice, such notice to include:

5.8.1 the proposed amended BNG Management and Monitoring Plan;

5.8.2 a statement of reasons for such amendment; and

5.8.3 confirmation (with reasons) that the amendment would not prejudice the use or management of the site in order to achieve Biodiversity Net Gain in accordance with the Biodiversity Gain Plan.

THIRD SCHEDULE

Self-Build Plots

The Owner hereby covenants with the Council as follows

1. Within 6 months of Commencement of Development and no later than the date 6 months after Commencement of Development to peg out the boundaries of the Self-Build Plots and to notify the Section 106 Officer and Director of Planning in writing of the date of the pegging out of the Self-Build Plots which shall also be the date on which the Marketing Period shall commence.
2. Following completion of the pegging out of the boundaries of the Self-Build Plots to reserve and keep each of the Self-Build Plots in a safe secure and neat and tidy condition free of spoil, rubbish and available for Self-Build Plots by potential purchasers of the Self-Build Plots (including those registered on the list of potential purchasers kept by the Council) and (subject to paragraph 10 below) not to use the Self-Build Plots for any purpose other than for Self-Build Dwellings.
3. Not to allow or permit Occupation of more than 30% (thirty percent) of the Dwellings in the Development (except the Self Build Dwellings) unless and until:
 - 3.1 the Marketing Strategy has been approved in writing by the Council;
 - 3.2 the marketing of the Self-Build Plots has been commenced in accordance with the Marketing Strategy and written notice has been served on the Council that the Self – Build Plots are being marketed for sale so that the Council may notify people on its Self – Build Register.
4. Not to allow or permit the Self-Build Plots to be marketed unless and until the Marketing Strategy has been approved in writing by the Council.
5. Following the approval of the Marketing Strategy the Self-Build Plots shall be marketed in accordance with the approved Marketing Strategy for the Marketing Period.
6. The price of the Self-Build Plots shall not exceed the Market Value of Fully Serviced comparable plots of land for sale within the administrative area of the Council with outline permission but without the benefit of reserved matters approval.

7. Unless otherwise agreed with the Council not to initially sell or dispose of the Self-Build Plots to anyone other than:
those on the Self Build and Custom Housebuilding Register; or
A Qualifying Self Build and Custom Housebuilding Developer;

who shall build or complete or procure the building and completion of the Dwellings to be constructed on the Self-Build Plots to be occupied as homes by those individuals and, to give those individuals on the Council's register of individuals seeking to acquire serviced plots of land within the administrative area of the Council for their own self build housebuilding kept pursuant to Section 1 of the Self-build and Custom Housebuilding Act 2015 notified by the Council to the Owners a right of first refusal.

8. On the date that the Marketing Period begins to place Advertisements for the Self-Build Plots:
- with the Council acting through the Director of Planning
 - with at least 3 residential estate agents first approved in writing by the Council as part of the Marketing Strategy and operating in the administrative area of the Council,; and
 - on such internet sites such as plotfinder.net, PlotBrowser and PlotSearch (or such equivalent sites available at the time of advertising) s Rightmove and Zoopla (or equivalent sites) as are specified within the approved Marketing Strategy.
 - on the Government's self-build portal: <https://self buildportal.org.uk>
 - on an advertising board posted in a prominent location on the Land (subject to any advertisement consent)

and to maintain such Advertisements throughout the Marketing Period and to provide full details and particulars to inquirers on request.

9. Where a prospective purchaser decides or makes an offer to acquire Self Build Housebuilding Plot(s) Owner will use Reasonable Endeavours to enter into a contract with the prospective purchaser'(subject to planning approval).
10. If after 18 months from the date of the commencement of marketing of the Self-Build and Custom Housebuilding Plots contracts for the sale of any of the Self-Build and Custom Housebuilding Plots have not been exchanged then:

(a) the restrictions and obligations of this Schedule shall be released in relation to the relevant Self-Build Plot(s) and shall no longer apply to those Self Build Plot(s);
and

(b) the relevant Self- Build Plot(s) may be sold on the open market free from the provisions of this Schedule;

PROVIDED THAT the Owner has provided reasonable evidence to the Council demonstrating that the Self-Build Plots have been marketed at Market Value for the Market Period from the date of commencement of marketing of the Self-Build Plots and no sufficient demand at Market Value can be demonstrated and for the avoidance of doubt upon receipt of a written request the Council shall provide confirmation of the same in writing to the Owner if it is reasonably satisfied that this is the case.

FOURTH SCHEDULE

Council Contributions

1. SANG Provision/Contribution and SAMM Contribution

- 1.1 Prior to the Commencement of Development, the Owner shall pay to the Council the SAMM Contribution.
- 1.2 The Owner shall not Commence Development until the SAMM Contribution has been paid to the Council in full.
- 1.3 Following Commencement of Development, the Owner shall not seek repayment of the whole or any of the parts of the SAMM Contribution.
- 1.4 The Owner covenants with the Council not to Commence the Development unless or until either:
 - 1.4.1 The Council has confirmed in writing that capacity has been allocated within SANG operated by the Council as may be approved for the purposes of the Strategy to mitigate the Development and the Owner has paid an SANG Contribution to the Council in respect of the Development;
 - OR
 - 1.4.2 Evidence that a binding SANG Allocation Agreement is in place in respect of the Development has been submitted to the Council and the Council has confirmed receipt of the same in writing (not to be unreasonably withheld or delayed).

2 Ash Station Contribution

- 2.1 Prior to Occupation of the first Dwelling of Development the Owners shall pay to the Council 50% (£217,500.00) of the Ash Station Contribution.
- 2.2 The Owners covenants not to permit or allow Occupation of the first Dwelling until it has paid 50% of the Ash Station Contribution as required under paragraph 2.1 of this Schedule.
- 2.3 Prior to Occupation of 50% of the Dwellings the Owners shall pay to the Council the remaining 50% (£217,500.00) of the Ash Station Contribution
- 2.4 The Owners covenant not to permit or allow Occupation of more than 50% of the Dwellings until it has paid the remaining 50% of the Ash Station Contribution as required under paragraph 2.3 of this Schedule

3 Healthcare Contribution

- 3.1 Prior to Occupation of the Development the Owner shall pay the Healthcare Contribution to the Council and the Owner shall not Occupy the Development until the Healthcare Contribution has been paid to the Council.

4 Policing Contribution

- 4.1 Prior to Commencement of Development the Owner shall pay the Policing Contribution to the Council and the Owner shall not Commence Development until the Policing Contribution has been paid to the Council.

FIFTH SCHEDULE

Owner's Covenants with the County Council

The Owner covenants with the County Council so as to bind the Land as follows:

Travel Plan

1. Not to Commence Development unless and until the Travel Plan has been submitted to and approved by the County Council;
2. Following its approval to implement the Travel Plan as approved for the duration set out therein; and
3. To pay to the County Council the Travel plan Monitoring Fee before Commencement of the Development and not to Commence Development unless and until the Owner has paid the Travel Plan Monitoring Fee to the County Council.

Footpath 356 Contribution

4. To pay the Footpath 356 Contribution before Commencement of the Development.
5. Not to Commence or permit Commencement of the Development unless and until the Footpath 356 Contribution has been paid to the County Council in full.

Education Contributions

6. To pay to the County Council fifty percent (50%) of the Education Contributions before Commencement of the Development; and
7. Not to Commence or permit Commencement of the Development unless and until (50)% of the Education Contributions have been paid to the County Council;
8. To pay to the County Council the remaining fifty per cent (50%) of the Education Contributions before Occupation of any Dwelling; and
9. Not to Occupy or permit Occupation of any Dwelling unless and until the remaining fifty per cent (50%) of the Education Contributions has been paid to the County Council;

Car Club

10. Subject to **paragraph 10.10** below the Owner covenants with the County Council as follows:
 - 10.1 No later than 6 (six) months following the Commencement of Development to submit to and obtain the County Council's written approval of the details of the Car Club Provider.
 - 10.2 Prior to Occupation of the Development and subject to paragraph 10.10 below:
 - 10.2.1 to submit details and location for the Car Club Parking Spaces to the County Council for its written approval; and
 - 10.2.2 to enter into a contract with the approved Car Club Provider to run the Car Club for a minimum of three (3) years from Occupation of the Development.
 - 10.3 Not to Occupy or permit the Occupation of the Development unless and until the Car Club Parking Spaces details and location have been approved in writing by the County Council and the approved Car Club Parking Spaces have been provided for use of the Occupiers of the Development and the residents of the wider community and the Owner has entered into a contract with the approved Car Club Provider in accordance with paragraph 10.2.2.
 - 10.4 To ensure that the approved Car Club Parking Spaces are provided with Car Club EVCPs for use by Occupiers of the Development prior to Occupation of the Development
 - 10.5 Within 1 (one) month of a Dwelling first being Occupied the Owner covenants to offer Car Club Membership to the first Occupiers of each Dwelling within the Development and subject to their acceptance of the offer in accordance with **paragraph 10.6** of this Fifth Schedule the Owner shall provide free Car Club Membership for 3 (three) years starting from the date upon which each Dwelling's Occupier first acquires the Car Club Membership.
 - 10.6 The reference to "free" Car Club Membership in this Schedule means that there is no charge for Car Club Membership and the Owner and the County Council

agree that the Owner shall only be obliged to take out the free Car Club Membership for initial Occupiers of a Dwelling who:

10.6.1 accept in writing the offer from the Owner of free Car Club Membership within 3 (three) months of receipt of the offer from the Owner (or such longer period as may be specified within the approved Travel Plan); and

10.6.2 is aged over 17 and can evidence that they hold a full UK driving licence at the time of acceptance.

10.7 To keep a record in respect of the Car Club Membership which has been acquired by the Occupiers of the Dwellings and to provide that record to the County Council upon request

10.8 To actively promote Car Club Membership to prospective Occupiers of the Development when marketing the Development

10.9 To notify the Occupiers/tenants upon first Occupation of each Dwelling of the Development of the opportunity to apply for 3 (three) years' free Car Club Membership

10.10 It is hereby agreed that in the event that:

10.10.1 The Owner, despite having using reasonable endeavours for a period of at least six (6) months to enter into a contract with a Car Club Operator to operate a Car Club from the Development is unable to enter into a contract with a Car Club Operator; and

10.10.2 The Owner provides evidence of the same to the County Council to its reasonable satisfaction along with a proposed Car Club Scheme (Alternative); and

10.10.3 The County Council, acting reasonably, approves the proposed Car Club Scheme (Alternative);

Then the Owner may implement the Car Club Scheme (Alternative) in lieu of the provisions of **paragraphs 10.1 to 10.9** above which shall no longer have effect and compliance by the Owner with the Car Club Scheme (Alternative) shall be

taken to discharge in full the Owner's obligations herein in respect of any Car Club provision.

.Cycle Vouchers

- 11.1 Within 1 (one) month of the first Occupation of each Dwelling each initial household shall be offered (and upon acceptance of the offer provided with) a Cycle Voucher in accordance with a scheme of arrangements to be set out within the approved Travel Plan
- 11.2 To report to the County Council on the uptake of the Cycle Vouchers in accordance with the approved Travel Plan.

SIXTH SCHEDULE

Council covenants to the Owner

The Council covenants with the Owner as follows:-

1. To use any SANG Contribution solely towards the cost of the provision of, improvements to or the management of the relevant SANG within which capacity has been allocated to the Development.
2. To pass on the SAMM Contribution to Natural England in accordance with such arrangements as may be agreed from time to time between the Council and Natural England.
3. To use any other financial contribution received by the Council pursuant to this Deed solely for the purposes set out herein and to pay the same into an interest bearing account upon receipt from the Owner and in the event that any contribution (or part thereof) received by the Council pursuant to this Deed remains unspent at the date falling 5 (five) years from the payment of the contribution in question by the Owner to the Council to repay to the party who paid the contribution such amount thereof as remains unspent along with any interest accrued within 1 (one) month of receipt of a written request.

SEVENTH SCHEDULE

County Council covenants to the Owner

Use of Contributions

1. The County Council covenants with the Owner as follows:
 - 1.1 To use any financial contribution received by the County Council pursuant to this Deed solely for the purposes set out herein and to pay the same into an interest bearing account upon receipt from the Owner and in the event that any contribution (or part thereof) received by the County Council pursuant to this Deed remains unspent (or contractually uncommitted) at the date falling 10 (ten) years from receipt of each instalment of the payment of the contribution in question by the Owner to the County Council to repay to the party who paid the contribution such amount thereof as remains unspent (or contractually uncommitted) along with any interest accrued within 1 (one) month of receipt of a written request or any other time agreed between the County Council and the Owner.

Appendix 1

Plans

DRAFT

THE COMMON SEAL of **THE COUNCIL**)
OF THE BOROUGH OF GUILDFORD)
was hereunto affixed in the presence of:-)

Authorised Signatory

EXECUTED AS A DEED by affixing
THE COMMON SEAL OF SURREY
COUNTY COUNCIL in the presence
of and attested by:

Director of Legal Democratic and Cultural Services / Authorised Signatory

SIGNED AS A DEED by)
HENRY AYRES)
in the presence of:-)

Name of Witness

Occupation

Address