

Table of planning obligations

Section 106 Agreement (as at 12 April 2024)

Land north of Raleigh Drive Claygate Esher Surrey

General and Notices

Provision		
Clause 3	Conditionality	<p>The obligations contained in Clause 4 and Schedules 4 to 8 (inclusive) of the Deed will come into effect upon grant of Planning Permission.</p> <p>The remainder of the deed comes into effect on the date of completion.</p>
Clause 20	Materiality	<p>If the decision letter for the Appeal indicate that one or more of the planning obligations secured by the deed are incompatible with any one or more of the criteria for planning obligations set out at Regulation 122(2) and/or Regulation 122(2A) of the CIL Regulations, and/or that any such obligation is not a material planning consideration in respect of the determination of the Appeal and/or that no weight is attached to the relevant obligation(s) for the purposes of the determination then the relevant obligation so expressly specified in the decision letter shall, from the date of the decision letter, cease to have effect and the Landowner shall be under no obligation to comply with it</p>
Sch 4 Para 1	21 days prior to Commencement	<p>To give the Council written notice of:</p> <ul style="list-style-type: none">- Commencement- Occupation of the first Dwelling- Disposal of the first Dwelling- 50% of Market Units being Occupied

Affordable Housing

Provision	Restriction	Obligations
Sch 4 Para 2		To provide 50% of all Dwellings as Affordable Housing in the following tenure split: <ul style="list-style-type: none"> - 25% First Homes - 12% Social Rented Housing - 41% Affordable Rent - 22% Shared Ownership
Sch 4 Para 3 & Sch 5 Para 2		All Affordable Dwellings and First Homes must comply with the Affordable Housing Standards and Development Standards (including Building Regs M4(3) as required by a reserved matters approval)
Sch 4 Para 5		Should a percentage of a tenure provide less than a value of a whole dwelling then the number of dwellings shall be rounded up or down so that no less than 50% of the Dwellings are provided as Affordable Housing. If rounding any tenure up would result in more than 50% of the Dwellings being Affordable Housing then less than 50% may be provided on site with a contribution paid in lieu to make up any shortfall
Sch 4 Para 4	Prior to Commencement	The Affordable Housing Plan to be approved by the Council
Sch 5 Para 3	Prior to Occupation of 50% Market Dwellings	All Affordable Dwellings (excluding First Homes) have been constructed and made ready for Occupation; and A binding contract for sale of the Affordable Dwellings (excluding First Homes) has been exchanged
Sch 6	First Homes	The government standard First Homes obligations apply to the First Home units
Clause 15	Prior to the disposal of the 1 st First Home	To pay the monitoring fee of £350 per First Home

Car Club

Provision	Restriction	Obligation
Sch 4 Para 6	Prior to Occupation of the first Dwelling	To enter into an agreement with a Car Club Operator to provide a Car Club Vehicle with free membership for 3 years to Care Club Members; and To submit details to the Council for approval of how the Car Club will be publicised to potential members; and On Car Club Space has been provided in the location approved at reserved matters
Sch 6 Para 7	14 days prior to entering into the agreement with the Car Club Operator	To give the Council details of the agreement for approval
Sch 6 Para 8	Within 14 days of first Occupation of each Dwelling	To notify occupiers of each Dwelling of the availability of the Car Club and their entitlement to 3 years free membership

Biodiversity Net Gain

Provision	Restriction	Obligation
Sch 7 Para 2 & 3	Prior to Commencement	The Biodiversity Net Gain Plan to approved by the Council which shall include: <ul style="list-style-type: none"> - Details of any On-Site and any Off-Site Mitigation and/or Enhancement Works - Details of On-Site and any Off-Site Biodiversity Mitigation and Enhancement Specifications - The On-Site and any Off-Site Biodiversity Management and Maintenance Plans
Sch 7 Para 4	Prior to Commencement	To have evidence of the arrangements which secures the delivery of an Off-Site Biodiversity Mitigation and/or Enhancement Works approved by the Council; and

		The £4,131.08 monitoring fee has been paid to the Council
Sch 7 Para 5 & 6	Prior to first Occupation	To have evidence that the On-Site and any Off-Site Biodiversity Mitigation and/or Enhancement Works have been carried out approved by the Council
Sch 7 Para 7		<p>To manage and maintain On-Site Biodiversity Mitigation and/ Enhancement Works for a period of 30 years in accordance with the approved On-Site Management and Maintenance Plan</p> <p>This ongoing obligation is binding on individual owners/occupiers of the Market Dwellings and the First Homes in accordance with clauses 7.4 and 7.6</p>

Highways and Travel Plan

Provision	Restriction	Obligation
Sch 8 Para 1, 3 & 5	Prior to Commencement	<p>To have the following approved by the County Council:</p> <ul style="list-style-type: none"> - Details of a scheme for the site access junction - A raised table traffic calming facility at the junction of Hare Lane/Littleworth Road/Arbrook Lane; and - Carriageway narrowing and pedestrian crossing facilities on Hare Land
Sch 8 Para 2, 4 & 6	Prior to first Occupation	To obtain a provisional certificate has been issued by the County Council for the completion of the highway works approved in Schedule 8 paragraphs 1, 3 and 5
Sch 8 Para 7, 8, 9 & 10	Prior to Commencement	<p>To pay the £10,000 Traffic Regulation Order and Signage Contribution and the £4,600 Travel Plan Monitoring Contribution to the County Council.</p> <p>If the cost of the TRO is less than £10,000, the County Council will return the unexpended balance to the person who paid the contribution within 28 days of a written request made following conclusion of the TRO process</p>