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ASSESSMENT REPORT	ANNEX A		
Provision	Existing clause (if only part of a clause/subclause is quoted it is because the remainder of the clause is unchanged)	Proposed amendment (change in italics)	Assessment
<u>Definitions</u>			
ANGST Land	Means that part of the Site to be used as natural and semi-natural open space (excluding the SANGS land) as shown indicatively on Plan 1 comprising a total area of 19.85 (nineteen point eight five) hectares across the site	Means that part of the Site to be used as natural and semi-natural open space (excluding the SANGS land) as shown indicatively on Plan 1 comprising a minimum area of <i>19 (nineteen)</i> hectares across the site	<p>There is no condition on the hybrid permission concerning the provision of ANGST. However Plan 1 (the Indicative Land Use Plan) in the agreement indicatively shows where ANGST is envisaged to be provided. This plan is not an approved plan for the purposes of the hybrid permission and is not drawn to scale.</p> <p>The Deepcut SPD advises that a provision of ANGST of 3.53 hectares per 1000 population would be appropriate for Deepcut..</p> <p>If the maximum number of 1200 dwellings were to be achieved the existing ANGST</p>

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<p>ANGST Land</p>			<p>provision would support an average occupancy rate of 4.7 per dwelling compared to the proposed minimum ANGST area which would have an average occupancy rate of 4.5 per dwelling.</p> <p>The proposed amendment is considered to maintain an appropriate minimum provision to serve future residents of Mindenhurst and is acceptable</p> <p>Recommendation: Agree amendment</p>
<p>Basingstoke Canal Towpath Works</p>	<p>(a) (ii) materials – the construction of a 3 (three) m wide (except pinch points) tar and chip Fibredec surface with crushed limestone base, sheet pile and gabion canal bank protection and tree removal</p>	<p>(a) (ii) materials – the construction of a 3 (three) m wide (except pinch points) <i>all weather surface and all ancillary works not exclusively including</i> canal bank protection and tree removal</p>	<p>The revised wording of this definition is at the behest of Surrey County Council. Please also see commentary in respect of Schedule 7 Part 4 below.</p> <p>The County Highway Authority (CHA) : No objection.</p> <p>Recommendation: Agree amendment</p>

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<p>Central SANGS</p>	<p>Means that part of the Site in the relevant Phase to be commenced to be used as SANGS as shown indicatively on Plan A comprising an area of 13 (thirteen) hectares and including the SANGS Site Hut</p>	<p>Means that part of the Site in the relevant Phase to be commenced to be used as SANGS as shown indicatively on Plan A <i>comprising a minimum area of 13.25 (thirteen point two five) hectares</i> and including the SANGS Site Hut</p>	<p>As currently drafted the Central SANG would support the delivery of 500 dwellings. The proposal clarifies that the SANGS Site Hut is to be included within the definition of the Central SANGS.</p> <p>0.25ha originally to be provided as part of the Southern SANG is now proposed to be provided within the Central SANG ie the overall provision of SANG land within the Central and Southern SANGS remains the same but with 0.25ha of SANG being provided within an earlier timeframe than previously agreed.</p> <p>Natural England: No objection.</p> <p>Recommendation: Agree amendment</p>
<p>Development</p>	<p>means....b (iv) provision of 69.12 (sixty nine point one two) ha of public open space comprising:-</p>	<p><i>means b (iv) provision of public open space comprising</i></p>	<p>The definition of the SANGS land in the existing agreement means collectively the Central SANGS, the SANGS Link and the Southern SANGS.....</p>

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<p>Development</p>	<p>a. SANGS totalling 35 (thirty five) hectares;</p> <p>b. a SANGS link totalling 1.07 (one point zero seven) hectares;</p> <p>c. semi natural open space (ANGST) totalling 19.85 (nineteen point eight five) hectares;</p> <p>d. a village green of 2 (two) hectares in addition to amenity space within the new residential areas;</p>	<p>a. <i>SANGS and SANGS Link of minimum 35 (thirty five) hectares</i></p> <p>b. <i>semi natural open space (ANGST) of minimum of 19 (nineteen) hectares;</i></p> <p>c. <i>a village green of minimum 1.8 (one point eight) hectares in addition to amenity space within the new residential areas;</i></p>	<p>comprising a total area of 35 hectares.</p> <p>This clarifies that the SANG Link of 1.07 ha is provided as part of the 35 hectare provision and is consistent with the existing definition for SANGS.</p> <p>Natural England: No objection.</p> <p>Recommendation: Agree amendment.</p> <p>See commentary on definition of ANGST</p> <p>The Village Green is available for use. As built it reflects the previous reserved matters approvals for this area and that approved under application reference 19/0735/RRM.</p> <p>The area to the north of Brunswick Road which includes the NEAP/LEAP and Village Pond has an area of</p>
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Development			<p>some 1.87 ha with the triangle of land to the south bounded by Brunswick Road and Deepcut Bridge Road having an area of some 0.77ha. This provides a total area of some 2.6 ha.</p> <p>Plan 1 in existing agreement (please also see comments under definition of ANGST concerning the accuracy of this plan) shows the Village Green to include the triangle of land to the south.</p> <p>Given its relationship to the public highway it is likely that this piece of land will be adopted by the CHA. If this were to happen it would be part of the public highway rather than Village Green, albeit that there would be no visual change to the current situation.</p> <p>The amended wording is proposed to address the potential adoption by the CHA whilst remaining in compliance with the legal agreement.</p>
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<p>Development</p>	<p>e. allotments of 1.16 (one point one six) hectares;</p> <p>f. a sports hub including built facilities (e.g. changing rooms) of 7 (seven) hectares;</p> <p>g. parkland of 2.54 (two point five four) hectares; and</p>	<p>d. allotments of <i>minimum</i> 1.16 (one point one six) hectares;</p> <p>e. a sports hub including built facilities (e.g. changing rooms) of <i>minimum</i> 7 (seven) hectares;</p> <p>f. <i>parkland of minimum 2.24 (two point two four) hectares comprising Formal Park and existing Blackdown Road Playing Fields</i></p>	<p>If the CHA did not adopt this land it would remain as part of the Village Green and would be transferred as such to the Council or Management Entity in due course.</p> <p>Recommendation: Agree to the amendment.</p> <p>This provides a minimum site area and is acceptable</p> <p>Recommendation: Agree amendment</p> <p>This provides a minimum site area and is acceptable</p> <p>Recommendation: Agree amendment</p> <p>This amendment seeks to clarify the location of the parkland. Plan 1 in the existing agreement defines the Park to be the military cemetery, the Parade Ground, the Garrison Church of St Barbara and land to the north of the Parade Ground which</p>
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Development			<p>includes the site for the church hall, all to the east of Deepcut Bridge Road and north of the Village Green. Blackdown Road Playing Fields is also included in the Park area (this remains unchanged at 1.25ha).</p> <p>It is clear that the military cemetery and the Garrison Church, having an area of some 0.4ha, would not be parkland but would provide a setting for the proposed Formal Park. This reflects the intention of the SPD. These areas are proposed to be excluded from the Park area for the purposes of this application and redefined as Church grounds and cemetery.</p> <p>The Park Area as proposed to be amended would be the Parade Ground and the land to the north (including the church hall site) which would have an area of just over one hectare. It is also relevant to have regard to condition 19 on</p>
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<p>Development</p>	<p>h. dedicated play facilities of 0.50 (nought point five) hectares in addition to neighbourhood facilities within the new residential areas;</p>	<p>g. dedicated play facilities of <i>minimum</i> 0.50 (nought point five) hectares in addition to neighbourhood facilities within the new residential areas;</p>	<p>the hybrid permission which states that:</p> <p>“The development hereby approved and subsequent reserved matters application shall include a minimum of 1.3ha but not more than 2.54ha of formal park(s) or garden“</p> <p>The proposed wording would be consistent with the areas quoted in condition 19 and would provide an appropriate level of parkland within the development</p> <p>Recommendation: Agree amendment</p> <p>This introduces a minimum provision and is acceptable</p> <p>Recommendation: Agree amendment</p>
	<p>(v) a site for a care home of 1.27 (one point two seven) hectares (Class C2); and</p>	<p>(v) a site for a care home of <i>up to</i> 1.27 (one point two seven) hectares (Class C2); and</p>	<p>This seeks to address a conflict between condition 10 in the hybrid permission which states:</p>

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<p>Development</p>			<p>“The development hereby approved and subsequent reserved matters applications of up to 1.2 ha for a Care Home falling within Use Class C2 as defined by the Town and Country Planning (Use Classes) Order 1987 as amended”</p> <p>And clause (v) in the definition of development in the original agreement. It is also noted that the scale of the building is controlled by the Indicative Scale Plan approved by the hybrid permission</p> <p>Recommendation: Agree amendment</p>
<p>Final completion certificate</p>		<p>Add if applicable at end of clause</p>	<p>There is no objection to adding these words. The certificate would not be applicable if land goes to the Management Entity. However this should be read in the context of the commentary on the Management Entity below and paragraph 7.6.2 in the main report.</p>

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			Recommendation: Agree amendment.
First completion certificate		<i>Add if applicable</i> at the end of the clause	See commentary on Final completion certificate and Management Entity as above and below. Recommendation: Agree amendment
First completion notice		<i>Add if applicable</i> at the end of the definition	There is no objection to adding these words. The notice would not be applicable if land goes to the Management Entity. However this should be read in the context of the commentary on the Management Entity below. Recommendation: Agree amendment.
Formal Park	means the centrally located park to be provided by the Owner comprising an area of at least 1.3 (one point three) hectares	means the centrally located park to be provided by the Owner comprising an area of at least <i>1 (one) hectare excluding the Cemetery</i>	See the commentary provided above under Development Part g parkland Recommendation: Agree amendment
Frith Hill Cycle Route	means the diversion of the existing public bridleway	means the <i>provision of a new public right of way with cycle</i>	This reflects the route as previously agreed with the

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<p>Frith Hill Cycle Route</p>	<p>number BW14 to be provided to connect Deepcut Bridge Road via Frith Hill and Alphington Avenue to Tomlinscote School as broadly shown on drawing number 22729 L852a in accordance with the Cycle Route Guidelines and in accordance with the Frith Hill Specification;</p>	<p><i>rights and the upgrade of the existing public bridleway number BW14 and constructed to the Frith Hill Specification to be provided to connect Deepcut Bridge Road via Frith Hill and Alphington Avenue to Tomlinscote School as broadly shown on drawing number DC1-ODM-CX-119-XX-DR-03-0059 Frith Hill Cycle Route P-01 in accordance with the Cycle Route Guidelines and in accordance with the Frith Hill Specification;</i></p>	<p>CHA which is now substantially complete and has been amended at the request of the CHA.</p> <p>CHA: No objection.</p> <p>Recommendation; Agree amendment</p>
<p><i>Junction 3 M3 Highway Contribution</i></p>	<p><i>New clause</i></p>	<p><i>Means the sum of £125,000 (one hundred and twenty thousand pounds (Index Linked) to be paid by the Owner to the County Council in accordance with the provisions of Schedule 6 Part 1</i></p>	<p>The preferred option is for the applicant to provide the highway works as shown on drawing 22729-LEA1236a . However if the CHA is able to design a scheme and secure funding for a more comprehensive scheme in a timely manner to address wider issues associated with this junction, this clause secures a contribution for the costs of the works equivalent to the costs of delivering the agreed scheme.</p>

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<p><i>Junction 3 M3 Highway Contribution</i></p>			<p>CHA: No objection</p> <p>Recommendation; Agree amendment</p>
<p><i>Junction 3 M3 Highway Works Notice</i></p>	<p><i>New clause</i></p>	<p><i>Means the notice to be served by the Owner on the County Council pursuant to paragraph 9 of Schedule 6 Part 1</i></p>	<p>This clause explains what the Junction 3 M3 Highway Works Notice would mean and would facilitate an either or scenario to the proposed works at Junction 3.</p> <p>CHA: No objection.</p> <p>Recommendation; Agree amendment</p>
<p>Management Entity</p>	<p>means a management company or trust established by the Owner in the circumstances described in paragraph 11.3 of Part 2 of Schedule 5 for the principle purpose of maintaining and managing the SANGS Land (or part thereof);</p>	<p>means a management company or trust established by the Owner <i>for the principle purpose of maintaining and managing any part of the Development not transferred to other parties</i></p>	<p>The principle of a management company for the maintenance of non residential land areas is acceptable. However this needs to be linked into the original drafting of the clauses which could be the subject of transfer and an amendment to Appendix 3 as set out below.</p> <p>Recommendation: Agree amendment subject to updating the provisions of</p>

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Management Entity			Appendix 3 to include reference to all the parts of the agreement which include land which may be transferred to a management company (please also see paragraph 7.6.2 in the main report) .
Practical Completion Certificate		<i>Add if applicable</i> at end of clause	See commentary on Final completion certificate and Management Entity as above. Recommendation: Agree amendment
Primary School	means the primary school to be provided on the Primary School Site and which is to be delivered in two stages, the first stage according to the Primary School 1 Form Entry Specification and the second stage according to the Primary School 2 Form Entry Specification	means the primary school to be provided on the Primary School Site and which is to be delivered <i>in accordance with the Primary School 1 Form Entry Specification and the Primary School 2 Form Entry Specification</i>	The primary school has been provided in one phase and is complete. Surrey County Council as the education authority raise no objection to this wording. Recommendation: Agree amendment
Primary School Site	means the area of land shown on Plan 1 and being 2 (two) hectares in size and which includes the Primary School and the Nursery	means the area of land shown on Plan 1 which includes the Primary School and the Nursery	This addresses a conflict between the definition in the legal agreement and condition 11 on the hybrid permission which states:

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<p>Primary School Site</p>			<p>“The development hereby approve and subsequent reserved matters applications shall include a site of up to 2ha for a 2 FE Primary School and Nursery Facility”</p> <p>In April 2018 reserved matters approval for the school and nursery was granted on a site of 1.68ha in the location shown on proposed Plan 1. The primary school and nursery have been provided in accordance with this approval. Surrey County Council as the education authority raise no objection to this wording.</p> <p>Recommendation: Agree amendment</p>
<p>SANGS Link</p>	<p>means the SANGS link connecting the Central SANGS and the Southern SANGS as shown indicatively on Plan A comprising an area of 1.07 (one point zero seven) hectares</p>	<p>means the SANGS link connecting the Central SANGS and the Southern SANGS as shown indicatively on Plan A</p>	<p>See the commentary provided above under Development Part a SANGS</p> <p>Recommendation: Agree amendment</p>

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Second Completion Notice		Add <i>if applicable</i> at end of clause	See commentary on First completion notice and Management Entity as above. Recommendation: Agree amendment
Southern SANGS	means that part of the Site in the relevant Phase to be Commenced to be used as SANGS as shown indicatively on Plan A, comprising an area of 22 (twenty two) hectares and including the SANGS Link and Vehicle Maintenance Depot	means that part of the Site in the relevant Phase to be Commenced to be used as SANGS as shown indicatively on Plan A, comprising a <i>minimum area of 21.75 (twenty one point seven five) hectares</i> and including the SANGS Link and Vehicle Maintenance Depot	0.25ha agreed to be provided as part of the Southern SANG is to be provided within the Central SANG ie the overall provision of SANG land within the Central and Southern SANGS remains the same with additional provision being made within the Central SANG earlier than originally agreed. Natural England have no objection to this wording. Recommendation: Agree amendment
Spine Road	means the new road running through the Development connecting Deepcut Bridge Road at Newfoundland Road with Deepcut Bridge Road at Brunswick Road and as indicated on the Application drawings and drawing number	means the new road running through the Development connecting Deepcut Bridge Road at Newfoundland Road with Deepcut Bridge Road at Brunswick Road <i>and as indicated on Plan 1;</i>	The Spine Road is substantially complete to the satisfaction of the CHA. CHA raises no objection to this wording

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Spine Road	22729 LEA850a of the Highways Works Drawings;		Recommendation: Agree amendment
Village Green	means the village green to be provided in the relevant Phase as shown indicatively on Plan 1, comprising an area of at least 2 (two) hectares;	means the village green to be provided in the relevant Phase as shown indicatively on Plan 1, comprising an area of at least 1.8 (<i>one point eight</i>) hectares;	See the commentary provided above under Development Part d village green Recommendation: Agree amendment
Addition of wording to clauses		Add “unless otherwise agreed in writing”	This wording is proposed to avoid the need to enter into further deeds of variation. There is no objection in principle to this wording. However this is on the basis that <ul style="list-style-type: none"> • “by the Council and/or County Council” is added to this phrasing where relevant, • any change would be submitted as an application to comply with the legal agreement; and • be subject to determination by the Planning Applications committee.

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<p>Addition of wording to clauses</p>			<p>The applicant has been advised of this and raises no objection to this approach.</p> <p>Recommendation: Agree amendment subject to the caveats</p>
<p>Schedule 2 Plans</p>	<p>Plan 1: Indicative Land Use Plan [<i>Officer comment: this is attached as Annex D</i>]</p>	<p><i>Amended [Officer comment: this is attached as Annex E]</i></p>	<p>Plan 1 (the Indicative Land Use Plan) was included as a reference plan in the original section 106 agreement. However it was not to scale nor was it an approved plan under the hybrid permission.</p> <p>Plan 1 (the Indicative Land Use Plan) as submitted, which is drawn to scale, takes into account the reserved matters approvals that have been granted and updates the approved site location boundary for the Officers Mess. However some of the proposed parcels to the north of Dettingen Park were shown with different shapes/locations. As these have not yet been the subject of reserved matters approvals,</p>

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<p>Schedule 2 Plans</p>			<p>the shapes and locations of parcels should be as shown on the original Plan 1. An amended Plan 1 has been received which addresses this issue.</p> <p>Recommendation: Agree amendment</p>
<p>Schedule 3 Affordable Housing</p>	<p>9 Subject to Paragraph 10 below the restrictions contained in paragraphs 1 to 8 above shall not be binding upon a mortgagee or chargee of any RPSH of the Affordable Housing Units or any receiver appointed by such mortgagee or chargee or on any person deriving title from such mortgagee, chargee or receiver provided (in the case of a disposal by a mortgagee, chargee or receiver) the following conditions have been satisfied:</p>	<p><i>9 The restriction in paragraphs 1-8 above shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a receiver) of the whole or any part of the affordable dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:</i></p>	<p>The original clauses were drafted in 2014 and does not reflect current practice.</p> <p>This amendment to paragraph 9 and its subparagraphs is proposed to update the mortgagee clause to be in line with current guidance from the National Housing Federation.</p> <p>The Council's Principal Solicitor has confirmed that the proposed clause is typical of the one that the Council uses when drafting legal agreements for affordable housing.</p> <p>The Housing Manager raises no objection to this wording.</p>

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<p>Schedule 3</p> <p>Affordable Housing</p>			<p>Recommendation: Agree amendment</p>
	<p>9.1 any power of sale available to such mortgagee, chargee or receiver arising under their mortgage or charge over any such Affordable Housing Unit shall only be exercised in the event of there being a default of any obligation to such mortgagee or chargee;</p>	<p><i>9.1 such mortgagee or chargee or receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Unit and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the affordable housing dwellings to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and</i></p>	
	<p>9.2 confirmation of such default is provided to the Council as soon reasonably practicable after any notice is served on the Owner;</p>	<p><i>9.2 if such disposal has not completed within the 3 (three) month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Unit free from the restrictions in this</i></p>	

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Schedule 3 Affordable Housing		<i>Agreement which provisions shall determine absolutely</i>	
	<p>9.3 the mortgagee, chargee or receiver will not exercise its power of sale for a period of 3 (three months) following the provision of such evidence to allow the Council or an RPSH an opportunity to attempt to complete a Transfer of the Affordable Housing Units within the said period of 3 (three) months PROVIDED THAT the consideration for any such Transfer will discharge all liabilities and indebtedness including without limitation all amounts of principal, interest, costs, breakage costs, default interest and enforcement costs owed to and/or incurred by the mortgagee, chargee or receiver (as appropriate); and</p>	<i>Deleted</i>	
	<p>9.4 if the mortgagee, chargee or receiver is unable to dispose of any of the Affordable Housing Units within the said period of 3 (three months) then the mortgagee, chargee or receiver shall be entitled to</p>	<i>Deleted</i>	

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<p>Schedule 3 Affordable Housing</p>	<p>dispose of the Affordable Housing Units free of the provisions of this Schedule 3 for the full market value on the open market as it sees fit</p>		
<p>Schedule 5 Part 2 Provision of SANGS land</p>	<p>1.3 at its own expense to layout, Practically Complete and make available for use by the public the Central SANGS in accordance with the relevant approved Landscaping Scheme prior to First Occupation of any Dwelling on the Site save in relation to that part of the Central SANGS hatched black on Plan A which SANGS shall be delivered as soon as practicable after the Owner shall have vacated such area;</p>	<p>1.3 at its own expense to layout, Practically Complete and make available for use by the public the Central SANGS in accordance with the relevant approved Landscaping Scheme prior to First Occupation of any Dwelling on the Site save in relation to that part of the Central SANGS hatched black on Plan A which SANGS shall be delivered as soon as practicable after the Owner shall have vacated such area and <i>any Central SANGS areas subject to planning conditions attached to the approved Landscaping Scheme</i></p>	<p>The issue to be addressed here and the following clause relates to the completion of the works to the Central SANGS having regard to the remediation, site level and landscaping issues.</p> <p>These matters are envisaged to be finally resolved by conditions on 19/0735/RRM, which includes a landscaping condition.</p> <p>Whilst Natural England raises no objection to the revised wording and principle of the amendment is acceptable, as currently proposed it is considered to be somewhat open ended and requires more detailed wording to include reference to compliance. This will be done at the detailed drafting stage</p>

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<p>Schedule 5 Part 2</p> <p>Provision of SANGS land</p>			<p>Recommendation: Agree subject to detailed wording</p>
	<p>1.4 Not to First Occupy any Dwelling unless or until the Central SANGS (excluding that part of the Central SANGS hatched black on Plan A) has been laid out, Practically Completed and made available for use by the public in accordance with the relevant approved Landscaping Scheme;</p>	<p>1.4 Not to First Occupy any Dwelling unless or until the Central SANGS (excluding that part of the Central SANGS hatched black on Plan A) <i>and any Central SANGS areas subject to planning conditions attached to the approved Landscaping Scheme</i> has been laid out, Practically Completed and made available for use by the public in accordance with the relevant approved Landscaping Scheme</p>	<p>As 1.3 above</p>
	<p>New clause</p>	<p><i>1.5 To ensure that sufficient Central SANGS is available at all time to support the current occupations on site and not to First Occupy more than 498 (four hundred and ninety eight) dwellings on site until the entire Central SANGS has been laid out, Practically Complete and made available in accordance</i></p>	<p>This new clause introduces a limit to occupation until the Central SANGS has been provided in full.</p> <p>Natural England: No objection.</p> <p>Recommendation: Agree amendment</p>

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<p>Schedule 5 Part 2</p> <p>Provision of SANGS land</p>		<p><i>with the relevant approved Landscaping Scheme</i></p>	
	<p>New clause</p>	<p><i>1.6 Where the SANGS land abuts neighbouring land there shall be a 10 metre interface buffer from the neighbouring land boundary to allow land levels to appropriately match post consent of the residential development. The 10 metre interface will be laid out and Practically Completed at that time</i></p>	<p>There are significant differences in levels within the development site. This new clause is proposed to address site levels between areas which have reserved matters approvals and those that are yet to be considered.</p> <p>There is no objection in principle to this amendment subject to clarification of who will be responsible for these works ie will it be the responsibility of the applicant or the developers of the adjoining residential parcels. This will be dealt with as part of the detailed drafting of the agreement</p> <p>Recommendation; Agree amendment to include reference to responsibility for land</p>
	<p>1.5 at its own expense to reinstate the former Vehicle</p>	<p>1.7 at its own expense to reinstate the former Vehicle</p>	<p>The applicant is of the view that the Depot will require</p>

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<p>Schedule 5 Part 2</p> <p>Provision of SANGS land</p>	<p>Maintenance Depot as part of the Southern SANGS outlined on Plan A and to layout Practically Complete and make it available for use by the public the Southern SANGS in accordance with the relevant approved Landscaping Scheme prior to First Occupation of the 500th (five hundredth) Dwelling on the Site;</p>	<p>Maintenance Depot as part of the Southern SANGS outlined on Plan A and to layout Practically Complete and make it available for use by the public the Southern SANGS in accordance with the relevant approved Landscaping Scheme prior to First Occupation of the 999th (<i>nine hundred and ninety ninth</i>) Dwelling on the Site,</p>	<p>significant remediation which will take time to agree then implement.</p> <p>The proposed revised occupation trigger does not mean that the works will not provided in a timely manner following the grant of reserved matters approval but it gives the developer and the Council sufficient time to address all issues before provision of the Southern SANG becomes a compliance issue for future developers, prospective purchasers and Help to Buy and provide an end date for the provision of this open space.</p> <p>Natural England: No objection</p> <p>Recommendation: Agree amendment</p>
	<p>1.6 not to First Occupy more than 499 (four hundred and ninety nine) Dwellings on the Site unless or until the Southern SANGS has been laid out and Practically</p>	<p>1.8 not to First Occupy more than 499 (four hundred and ninety nine) Dwellings on the Site unless or <i>until Phase 5a of the Southern SANGS as per the Phasing Scheme has</i></p>	<p>This amendment is proposing to retain the 499 occupation trigger but introduce a phased provision of the Southern SANGs linked to levels of occupation.</p>

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<p>Schedule 5 Part 2 Provision of SANGS land</p>	<p>Completed and it has reinstated the former Vehicle Maintenance Depot as part of the Southern SANGS and made it available for use by the public;</p>	<p><i>been laid out and Practically Completed including the 2.4km circular walk. Not to First Occupy more than 749 (seven hundred and forty nine) dwellings on the Site unless or until Phase 5c of the Southern SANGS as per the Phasing Scheme has been laid out and Practically Completed. Not to First Occupy more than 999 (nine hundred and ninety nine) Dwellings on the Site unless and until Phase 5b of the Southern SANGS as per the Phasing Scheme has been laid out and Practically Completed and it has reinstated the former Vehicle Maintenance Depot as part of the Southern SANGS and made it available for use by the public</i></p>	<p>Natural England raise no objection to this amendment subject to the provision of a 2.4 km circular walk within the first phase of the Southern SANG which is proposed in the amendment.</p> <p>The purpose of the proposed amendment is to overcome compliance issues for developers and prospective purchasers and Help to Buy</p> <p>Recommendation: Agree amendment</p>
	<p>1.7</p>	<p>1.9</p>	<p>Renumbered to be tie in with amended clauses</p> <p>Recommendation: Agree amendment</p>

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<p>Schedule 5 Part 2</p> <p>Provision of SANGS land</p>	<p>1.8 at its own expense to lay out, Practically Complete and make available for use by the public the Southern SANGS Link prior to First Occupation of the 500th (five hundredth) Dwelling on the Site;</p>	<p>1.10 at its own expense to lay out, Practically Complete and make available for use by the public the Southern SANGS Link prior to First Occupation of the 749th (seven hundred and forty ninth) Dwelling on the Site;</p>	<p>This amendment links into the phasing provision set out above.</p> <p>Natural England: No objection</p> <p>The purpose of the proposed amendment is to overcome compliance issues for developers, prospective purchasers and Help to Buy</p> <p>Recommendation: Agree amendment</p>
	<p>1.9 not to First Occupy more than 499 (four hundred and ninety nine) Dwellings on the Site unless or until the Southern SANGS Link has been laid out, Practically Completed and made available for use by the public in accordance with the relevant approved Landscaping Scheme; and</p>	<p>1.11 not to First Occupy more than 749 (seven hundred and forty nine) Dwellings on the Site unless or until the Southern SANGS Link has been laid out, Practically Completed and made available for use by the public in accordance with the relevant approved Landscaping Scheme; and</p>	<p>This amendment links into the phasing provision set out above.</p> <p>Natural England: No objection.</p> <p>The purpose of the proposed amendment is to overcome compliance issues for developers, prospective purchasers and Help to Buy</p> <p>Recommendation: Agree amendment</p>

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<p>Schedule 5 Part 6</p> <p>Village Green and Combined NEAP/LEAP</p>	<p>1.4 not to First Occupy any Dwelling unless or until the Village Green and Combined NEAP/LEAP have been laid out, Practically Completed and made available for use by the public in accordance with the approved Reserved Matters Application for the landscaping of the Village Green and the Combined NEAP/LEAP and the Combined NEAP/LEAP Specification; and</p>	<p>1.4 not to First Occupy more than <i>300 (three hundred and fifty dwellings on the site unless otherwise agreed in writing</i> unless or until the Village Green and Combined NEAP/LEAP have been laid out, Practically Completed and made available for use by the public in accordance with the approved Reserved Matters Application for the landscaping of the Village Green and the Combined NEAP/LEAP and the Combined NEAP/LEAP Specification; and</p>	<p>The Village Green and Combined NEAP/LEAP have been laid out, Practically Completed and are available for use by the public.</p> <p>However the landscaping to be complied with relates to the reserved matters application 19/0735/RRM which is subject to a legal agreement which is nearing completion.</p> <p>The purpose of the proposed amendment is to overcome compliance issues for developers, prospective purchasers and Help to Buy</p> <p>Recommendation: Agree amendment</p>
<p>Schedule 5 Part 7</p> <p>The Sports Hub</p>	<p>1.3 at its own expense to lay out and Practically Complete the Sports Hub and make it available for public use in accordance with the approved Reserved Matters Application and the full details approved by the Council pursuant to paragraph 1.1.4 above, prior First Occupation of the 450th</p>	<p>1.3 at its own expense to lay out and Practically Complete the Sports Hub and make it available for public use in accordance with the approved Reserved Matters Application and the full details approved by the Council pursuant to paragraph 1.1.4 above, prior to First Occupation of the</p>	<p>The reason for this amendment relates to the certification process by the Council following the completion of works.</p> <p>The difficulties experienced with the Central SANGS and Village Green have meant that</p>

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<p>Schedule 5 Part 7</p> <p>The Sports Hub</p>	<p>(four hundred and fiftieth) Dwelling on the Site;</p>	<p><i>600th (six hundredth) Dwelling on the Site; unless otherwise agreed in writing;</i></p>	<p>these areas have not been the subject of completion notices.</p> <p>The Council will not certify any works until it is satisfied that they have been completed in accordance with the approved plans and specifications.</p> <p>The proposed revised occupation trigger does not mean that the works will not start in a timely manner following the grant of reserved matters approval but it gives the developer and the Council sufficient time to address any outstanding matters before it becomes a compliance issue for future developers, prospective purchasers, and Help to Buy and an end date for the provision of the facilities.</p> <p>Recommendation: Agree amendment</p>
	<p>1.4 not to First Occupy more than 449 (four hundred and forty nine) Dwellings on the Site unless or until the Sports</p>	<p>1.4 not to First Occupy more than <i>599 (five hundred and ninety nine)</i> Dwellings on the Site unless or until the Sports</p>	<p>Please see commentary in relation to Schedule 5 Part 7 1.3 and the addition of</p>

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<p>Schedule 5 Part 7</p> <p>The Sports Hub</p>	<p>Hub has been laid out, Practically Completed and made available for public use in accordance with the approved Reserved Matters Application and the full details approved by the Council pursuant to paragraph 1.1.4 above</p>	<p>Hub has been laid out, Practically Completed and made available for public use in accordance with the approved Reserved Matters Application and the full details approved by the Council pursuant to paragraph 1.1.4 above <i>unless otherwise agreed in writing</i></p>	<p>wording to clauses in the Definition section.</p> <p>Recommendation: Agree amendment</p>
<p>Schedule 5 Part 10</p> <p>Formal Park</p>	<p>1.3 at its own expense to lay out and Practically Complete the Formal Park and make it available for public use in accordance with the approved Reserved Matters Application for landscaping of the Formal Park prior to First Occupation of the 450th (four hundred and fiftieth) Dwelling on the Site;</p>	<p>1.3 at its own expense to lay out and Practically Complete the Formal Park and make it available for public use in accordance with the approved Reserved Matters Application for landscaping of the Formal Park prior to First Occupation of the 600th <i>six hundredth Dwelling</i> on the Site; <i>unless otherwise agreed in writing</i></p>	<p>Please see commentary in relation to Schedule 5 Part 7 1.3 and the addition of wording to clauses in the Definition section.</p> <p>Recommendation: Agree amendment</p>
	<p>1.4 not to First Occupy more than 449 (four hundred and forty nine) Dwellings on the Site unless or until the Formal Park has been laid out, Practically Completed and made available for public use in accordance with the approved Reserved Matters</p>	<p>1.4 not to First Occupy more than 599 <i>(five hundred and ninety nine)</i> Dwellings on the Site unless or until the Formal Park has been laid out, Practically Completed and made available for public use in accordance with the approved Reserved Matters</p>	<p>Please see commentary in relation to Schedule 5 Part 7 1.3, to be consistent with Part 10 1.3 above and the addition of wording to clauses in the Definition section.</p> <p>Recommendation: Agree amendment</p>

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	Application for landscaping of the Formal Park; and	Application for landscaping of the Formal Park <i>unless otherwise agreed in writing</i> ; and	
Schedule 5 Part 11 Provision of Allotments	1.3 at its own expense to lay out and Practically Complete the Allotments and make them available for public use in accordance with the approved Reserved Matters Application prior to First Occupation of the 450 th (four hundred and fiftieth) Dwelling on the Site;	1.3 at its own expense to lay out and Practically Complete the Allotments and make them available for public use in accordance with the approved Reserved Matters Application prior to First Occupation of the 600 th (<i>six hundredth</i>) Dwelling on the Site; <i>unless otherwise agree in writing</i>	Please see commentary in relation to Schedule 5 Part 7 1.3 and the addition of wording to clauses in the Definition section. Recommendation: Agree amendment
Schedule 5 Part 11 Provision of Allotments	1.4 not to First Occupy more than 449 (four hundred and forty nine) Dwellings on the Site unless or until the Allotments have been laid out, Practically Completed and made available for public use in accordance with the approved Reserved Matters Application;	1.4 not to First Occupy more than 599 (<i>five hundred and ninety nine</i>) Dwellings on the Site unless or until the Allotments have been laid out, Practically Completed and made available for public use in accordance with the approved Reserved Matters Application; <i>unless otherwise agreed in writing</i>	Please see commentary in relation to Schedule 5 Part 7 1.3 and the addition of wording to clauses in the Definition section. Recommendation: Agree amendment
Schedule 6 Part 1 Highway Works	<u>Internal Spine Road/Spine Road Infrastructure</u>	<u>Internal Spine Road/Spine Road Infrastructure</u>	The requisite highway agreement (Section 38) is at

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	<p>2.3 The Owner shall not Commence the construction of more than 230 (two hundred and thirty) Dwellings, the Primary School, the Nursery or the supermarket until it has entered into a Highway Agreement in respect of the Highway Works generally in accordance with drawing number 22729-LEA850a of the Highway Works Drawings.</p>	<p>2.3 The Owner shall not Commence the construction of more than 350 (<i>three hundred and fifty</i>) Dwellings, the Primary School <i>and</i> the Nursery or the supermarket until it has entered into a Highway Agreement in respect of the Highway Works generally in accordance with <i>Plan 1</i>.</p>	<p>an advanced stage and is close to completion.</p> <p>CHA: No objection.</p> <p>The purpose of the proposed amendment is to overcome compliance issues for developers, prospective purchasers and Help to Buy</p> <p>Recommendation: Agree amendment</p>
<p>Schedule 6 Part 1 Highway Works</p>	<p>2.4 The works shall be designed to meet the requirements of the County Council to:-</p> <p>2.4.1 ensure the adequate simultaneous two-way movement of buses throughout the Spine Road;</p> <p>2.4.2 provide a 3 (three) m wide Shared Pedestrian/Cycle Route along the entire length of the Spine Road;</p> <p>2.4.3 provide timber bus shelters integrating covered and lit cycle parking;</p>	<p>2.4 The works shall be designed to meet the requirements of the County Council to:-</p> <p>2.4.1 ensure the adequate simultaneous two-way movement of buses throughout the Spine Road;</p> <p>2.4.2 provide a 3 (three) m wide Shared Pedestrian/Cycle Route along the entire length of the Spine Road;</p> <p>2.4.3 provide timber bus shelters integrating covered and lit cycle parking;</p>	<p>The works have been completed and any outstanding works are considered to be minor in nature.</p> <p>CHA: No objection.</p> <p>The purpose of the proposed amendment is to overcome compliance issues for developers, prospective purchasers and Help to Buy</p> <p>Recommendation: Agree amendment</p>

<p>Schedule 6 Part 1 Highway Works</p>	<p>2.4.4 provide high quality paving materials and landscaping;</p> <p>2.4.5 provide high quality street furniture including benches, posts and signage</p> <p>And shall be Substantially Complete (including any necessary land dedication) to the satisfaction of the County Council prior to the Occupation of the 230th (two hundred and thirtieth) Dwelling, the opening of the Primary School, the Nursery or supermarket, or within 24 (twenty four) months of Commencement of Development, whichever is the sooner.</p>	<p>2.4.4 provide high quality paving materials and landscaping;</p> <p>2.4.5 provide high quality street furniture including benches, posts and signage</p> <p>and shall be Substantially Complete (including any necessary land dedication) to the satisfaction of the County Council prior to the Occupation of the 350th (<i>three hundred and fiftieth</i>) Dwelling, the opening of the Primary School and the Nursery or supermarket,</p>	
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<p>Schedule 6 Part 1</p> <p>Highway Works</p>	<p><u>Environmental Improvements to Deepcut Bridge Road</u></p> <p>2.9 Prior to the Occupation of the 230th (two hundred and thirtieth) Dwelling, or within 24 (twenty four) months of Commencement of the Development the Owner shall agree with the Council and the County Council a scheme for Environmental Improvements on Deepcut Bridge Road between Woodend Road and the existing zebra crossing and generally in accordance with drawing number 22729-LEA1214.</p>	<p><u>Environmental Improvements to Deepcut Bridge Road</u></p> <p>2.9 Prior to the Occupation of the 350th (<i>three hundred and fiftieth</i>) Dwelling, the Owner shall agree with the Council and the County Council a scheme for Environmental Improvements on Deepcut Bridge Road between Woodend Road and the existing zebra crossing and generally in accordance with drawing number 22729-LEA1214.</p>	<p>The Council and the CHA have been in ongoing discussions with the applicant on the proposed environmental improvements particularly in relation to proposed tree loss along Deepcut Bridge Road.</p> <p>A revised scheme is expected before Christmas which will be the subject of further public consultation. This will then be brought to the Planning Applications committee for determination.</p> <p>In these circumstances the proposed revision to the occupation trigger is considered to be reasonable.</p> <p>CHA: No objection</p> <p>Recommendation: Agree amendment</p>
	<p>2.10 Once agreed the Owner shall not Commence the construction of more than 400 (four hundred) Dwellings until it</p>	<p>2.10 Once agreed the Owner shall not Commence the construction of more than 500 (<i>five hundred</i>) Dwellings</p>	<p>Please see the commentary on "Addition of wording to clauses" in the Definition section above.</p>

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<p>Schedule 6 Part 1</p> <p>Highway Works</p>	<p>has entered into a Highway Agreement in respect of these works.</p>	<p><i>unless otherwise agreed in writing</i> with the Council and County Council until it has entered into a Highway Agreement in respect of these works. <i>These works are to commence within 6 months of entering into a Highway Agreement in respect of these works</i></p>	<p>Given the revised trigger at 2.9, this has an impact on the ability to enter into a highway agreement i.e. the details of the scheme have to be approved before the highway agreement may be drafted and agreed.</p> <p>This amendment also introduces a time frame for the commencement of the works.</p> <p>In these circumstances the proposed revision to the occupation trigger is considered to be reasonable.</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendment</p>
	<p>2.11 Prior to the Occupation of the 400th (four hundredth) Dwelling, or within 37 (thirty seven) months of Commencement of the Development, whichever is the sooner, these works (including any necessary land</p>	<p>2.11 Prior to the Occupation of the 550th (<i>five hundred and fiftieth</i>) Dwelling, <i>unless otherwise agreed in writing</i> these works (including any necessary land dedications) shall be Substantially</p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p> <p>The amended trigger was originally proposed at 650 but this was amended following</p>

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<p>Schedule 6 Part 1</p> <p>Highway Works</p>	<p>dedications) shall be Substantially Complete to the satisfaction of the County Council.</p>	<p>Complete to the satisfaction of the County Council.</p>	<p>concerns about an extended delay in the delivery of these works.</p> <p>Given the permissions and agreements that need to be completed the proposed revision to the occupation trigger is considered to be reasonable.</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendment</p>
	<p><u>Frimley Green Road/Sturt Road/Wharf Road</u></p> <p>2.12 The Owner shall not Commence the construction of more than 450 (four hundred and fifty) Dwellings until it has entered into a Highway Agreement in respect of the Highway Works generally in accordance with drawing number 22729-LEA1239a of the Highway Works Drawings.</p>	<p><u>Frimley Green Road/Sturt Road/Wharf Road</u></p> <p>2.12 The Owner shall not Commence the construction of more than <i>600 (six hundred)</i> Dwellings <i>unless otherwise agreed in writing with the Council and the County Council</i> until it has entered into a Highway Agreement in respect of the Highway Works generally in accordance with drawing reference Frimley</p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above</p> <p>As originally proposed the proposed highway works were to provide a traffic light controlled junction at Frimley Green Road, Wharf Road and Guildford Road.</p> <p>This has now been amended to be based on a roundabout</p>

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<p>Schedule 6 Part 1</p> <p>Highway Works</p>	<p><i>[Officer comment: this plan is attached as Annex F]</i></p>	<p>Green Indicative Junction Improvement Scheme 14 November 2019 of the Highway Works Drawings <i>[Officer comment: this plan is attached as Annex G)</i></p>	<p>solution considered as part of the public consultation with all local stakeholders including the public meeting in July 2020. This is the scheme proposed on the submitted plan.</p> <p>The scheme will include a small part of The Green which is common land. This involves a separate legal process which can be time consuming.</p> <p>Whilst the applicant and the County Highway Authority are working to progress these works, it is unknown how long the common land approval process will take.</p> <p>On this basis and to address potential compliance issues the revised construction trigger is considered to be reasonable.</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendment</p>
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	<p>2.13 The Council shall be a party to the Highway Agreement and shall dedicate the land shown coloured green on drawing number 22729-LEA1239a as publicly maintainable highway under the terms of the Highway Agreement</p>	<p>2.13 The Council shall be a party to the Highway Agreement and shall dedicate <i>any required land including common land</i> as publicly maintainable highway under the terms of the Highway Agreement. <i>These works are to commence within 6 months of entering into a Highway Agreement in respect of these works</i></p>	<p>This amendment seeks to clarify that the Council is to dedicate all necessary land including common land as publicly maintainable highway.</p> <p>This amendment also introduces a time frame for the commencement of the works.</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendment</p>
<p>Schedule 6 Part 1 Highway Works</p>	<p>2.14 Prior to the Occupation of the 450th (four hundred and fiftieth) Dwelling, or within 42 (forty two) months of Commencement of the Development, whichever is the sooner, these works shall be Substantially Complete to the satisfaction of the County Council.</p>	<p>2.14 Prior to the Occupation of the 700th (<i>seven hundredth</i>) Dwelling, <i>unless otherwise agreed in writing with the Council and County Council</i> these works shall be Substantially Complete to the satisfaction of the County Council.</p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above</p> <p>For the reasons outlined at paragraph 2.12 above this is considered to be reasonable</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendment</p>
	<p><u>Red Road/A322</u></p> <p>2.15 The Owner shall not Commence the construction of</p>	<p><u>Red Road/A322</u></p> <p>2.15 The Owner shall not Commence the construction of</p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p>

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<p>Schedule 6 Part 1</p> <p>Highway Works</p>	<p>more than 600 (six hundred) Dwellings until it has entered into a Highway Agreement in respect of the Highway Works generally in accordance with drawing number 22729-LEA1237 of the Highway Works Drawings.</p>	<p>more than 600 (six hundred) Dwellings <i>unless otherwise agreed in writing with the Council and the County Council</i> until it has entered into a Highway Agreement in respect of the Highway Works generally in accordance with drawing number 22729-LEA1237 of the Highway Works Drawings. <i>These works are to commence within 6 months of entering into a Highway Agreement in respect of these works.</i></p>	<p>This amendment also introduces a deadline for the commencement of the works.</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendment</p>
	<p>2.16 Prior to the Occupation of the 600th (six hundredth) Dwelling, or within 54 (fifty four) months of Commencement of the Development, whichever is the sooner, these works (including any necessary land dedications) shall be Substantially Complete to the satisfaction of the County Council.</p>	<p>2.16 Prior to the Occupation of the 650th (<i>six hundred and fiftieth</i>) Dwelling, <i>unless otherwise agreed in writing with the Council and the County Council</i> these works shall be Substantially Complete to the satisfaction of the County Council.</p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p> <p>The amended trigger was originally proposed at 700 but this was amended following concerns about an extended delay in the delivery of these works. Given the permissions and agreements that need to be completed the proposed revision to the occupation</p>

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			<p>trigger is considered to be reasonable.</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendment</p>
<p>Schedule 6 Part 1 Highway Works</p>	<p><u>Junction 3, M3</u></p> <p>2.17 The Owner shall not Commence the construction of more than 600 (six hundred) Dwellings until it has entered into a Highway Agreement in respect of the Highway Works generally in accordance with drawing number 22729-LEA1236a of the Highway Works Drawings</p>	<p><u>Junction 3, M3</u></p> <p>2.17 The Owner shall not Commence the construction of more than <i>600 (six hundred) Dwellings unless otherwise agreed in writing with the Council and the County Council unless it has submitted the Junction 3 M3 Highway Works Notice to the County Council to establish whether the Junction 3 M3 Highway Works are required or whether the payment of the Junction 3 M3 Contribution is required. The County Council, following consultation with the Council will respond to the Junction 3 M3 Highway Works Notice within 20 (twenty) Working Days of receipt to confirm whether the Works or Contribution is sought.</i></p>	<p>As originally submitted the only clause proposed for Junction 3 M3 was to pay a financial contribution to County Council for the Junction 3 M3 works.</p> <p>The reasoning behind this was that the contribution could be used as part of a comprehensive scheme to address the wider issues associated with this junction.</p> <p>However as no scheme has yet been drawn up, no other funding has been secured and if a scheme were to be agreed it would be implemented between 2030 and 2035 (by which time the development would be complete without mitigation on this junction),</p>

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<p>Schedule 6 Part 1</p> <p>Highway Works</p>			<p>this was not considered to be acceptable.</p> <p>The clauses have been redrafted to retain reference to the works and the occupation trigger at 600 dwellings.</p> <p>Whilst the date has been removed, the purpose of these works is to mitigate the impact from the development and as such no objection is made to this part of the amendment. The applicant wishes to retain the ability to make a financial contribution whilst the current preference of both the Council and County Council is to retain the ability to implement the scheme as originally proposed. The proposed clause is a compromise in relation to the payment of a contribution and the delivery of the works.</p> <p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p>
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<p>Schedule 6 Part 1</p> <p>Highway Works</p>			<p>Windlesham Parish Council (WPC) expressed great concern to this clause as originally drafted as to what was actually intended and lack of clarity on when the contribution would be paid.</p> <p>Officers agreed with WPC in relation to the contribution and also raised wider concerns about delivery of works. This has resulted in the revised clauses as set out in this report. WPC has been consulted on the revised clauses and any views received will be updated at the meeting</p> <p>WPC submitted a further objection to the removal of the 54 month trigger as residents should not be expected to have the increase in traffic associated with the new development without timely mitigation.</p> <p>Officers agree with the WPC that timely mitigation should be in place to address the</p>
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<p>Schedule 6 Part 1</p> <p>Highway Works</p>			<p>increase in traffic associated with the new development. This impact was identified as 600 dwellings which remains unchanged.</p> <p>Highways England raise no objection to the revised clause as originally proposed or the amended clause.</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendment having regard to any additional views submitted by WPC</p>
	<p>2.18 Prior to the Occupation of the 600th (six hundredth) Dwelling, or within 54 (fifty four) months of Commencement of the Development, whichever is the sooner, these works (including any necessary land dedications) shall be Substantially Complete to the satisfaction of the County Council.</p>	<p><i>2.18 The Owner shall not commence the construction of more than 600 (six hundred) Dwellings unless otherwise agreed in writing with the Council and County Council until it has either entered into a Highway Agreement in respect of the Highway Works generally in accordance with drawing number 22729-LEA1236a of the Highway Works Drawings (or such variation of as agreed in</i></p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p> <p>This variation on clause 2.17 provides details on will be mitigate and details a timeframe for the completion of the Highway Agreement.</p> <p>See the comments above at clause 2.17 in relation to WPC and Highways England.</p>

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		<p><i>writing with the Council and County Council) or until the Junction 3 M3 Highway Contribution has been paid to the County Council. These works are to commence within 6 months of entering into a Highway Agreement in respect of these works if applicable.</i></p>	<p>CHA: No objection.</p> <p>Recommendation: Agree amendment having regard to any additional views submitted by WPC</p>
<p>Schedule 6 Part 1 Highway Works</p>	<p><i>New clause</i></p>	<p><i>2.19 Prior to the Occupation of the 600th (six hundredth) Dwelling, these works (including any necessary land dedications) shall be Substantially Complete to the satisfaction of the County Council unless the Junction 3 M3 Highway Contribution has been paid to the County Council in lieu of the works</i></p>	<p>This clause reflects original clause 2.18 and secures the completion of the works or the payment of the financial contribution prior to the occupation of the 600th dwelling.</p> <p>See the comments above at clause 2.17 in relation to WPC and Highways England.</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendment</p>
	<p><u>Gole Road/Dawney Hill Traffic Signal Works</u></p> <p>2.19 The Owner shall not Commence the construction of</p>	<p><u>Gole Road/Dawney Hill Traffic Signal Works</u></p> <p>2.20 The Owner shall not Commence the construction of</p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p>

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	<p>more than 800 (eight hundred) Dwellings until it has entered into a Highway Agreement in respect of the Highway Works generally in accordance with drawing number 22729-LEA1238 of the Highway Works Drawings.</p>	<p>more than 800 (eight hundred) Dwellings <i>unless otherwise agreed in writing with the Council and the County Council</i> until it has entered into a Highway Agreement in respect of the Highway Works in accordance with drawing number 22729-LEA1238 of the Highway Works Drawings. <i>These works are to commence within 6 months of entering into a Highway Agreement in respect of these works.</i></p>	<p>This amendment also introduces a deadline for the commencement of the works.</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendment</p>
<p>Schedule 6 Part 1 Highway Works</p>	<p>2.20 Prior to the Occupation of the 800th (eight hundredth) Dwelling, or within 72 (seventy two) months of Commencement of the Development, whichever is the sooner, these works (including any necessary land dedications) shall be Substantially Complete to the satisfaction of the County Council</p>	<p>2.21 Prior to the Occupation of the 850th (<i>eight hundredth and fiftieth</i>) Dwelling, <i>unless otherwise agreed in writing with the Council and the County Council</i>, these works shall be Substantially Complete to the satisfaction of the County Council</p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p> <p>The amended trigger was originally proposed at 900 but this was amended following concerns about an extended delay in the delivery of these works. Given the permissions and agreements that need to be completed the proposed revision to the occupation trigger is considered to be reasonable.</p> <p>CHA: No objection.</p>

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			Recommendation: Agree amendment
Schedule 6 Part 4 Bellew Road Closure Contribution	3. The County Council covenants with the Owner to apply the Bellew Road Closure Contribution towards the costs incurred in applying for, obtaining and making a road closure order and any subsequent works to allow the closure of Bellew Road to prevent the passage of vehicular traffic between Bellew Road and Blackdown Road as indicatively shown on drawing number 22729 L632c to L635c (set out in Part 5 of Schedule 7) and on Plan 6.	3. The County Council covenants with the Owner to apply the Bellew Road Closure Contribution towards the costs incurred in applying for, obtaining and making a road closure order and any subsequent works to allow the closure of Bellew Road to prevent the passage of vehicular traffic between Bellew Road and Blackdown Road <i>as indicatively shown on drawing number 22729 L632c to L635c (set out in Part 5 of Schedule 7) and on Plan 6 unless otherwise agreed in writing by the Council and County Council</i>	<p>As originally drafted the clause deleted the reference to the drawings which showed the approximate extent of potential road closure of Bellew Road. Both the Council and the County Council raised concerns about this omission and sought the reinstatement of the drawing numbers to this clause</p> <p>The applicant subsequently reinstated the reference to the plans with the addition of unless otherwise agreed in writing</p> <p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendment</p>
Schedule 6 Part 4 Bellew Road Closure Contribution			

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<p>Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure</p>	<p><u>Cycle Network Strategy</u></p> <p>1. Prior to Commencement of the Development the Owner shall submit to the County Council for its written approval a Cycle Network Strategy to comprise:-</p> <p>1.1 <u>Shared Pedestrian/Cycle Routes and infrastructure in accordance with the Cycle Route Guidelines including the following:-</u></p> <p>1.1.1 prior to the Occupation of any Dwelling at the Site east of Deepcut Bridge Road:-</p> <p>1.1.1.1 the provision of a Shared Pedestrian/Cycle Route between the Site east of Deepcut Bridge Road and Deepcut Bridge Road as broadly indicated on the Shared Pedestrian/Cycle Route Drawings;</p>	<p><u>Cycle Network Strategy</u></p> <p>1 Prior to Commencement of the Development the Owner shall submit to the County Council for its written approval a Cycle Network Strategy to comprise:-</p> <p>1.1 <u>Shared Pedestrian/Cycle Routes and infrastructure in accordance with the Cycle Route Guidelines including the following:-</u></p> <p>1.1.1 prior to the Occupation of <i>any Dwelling on the sites west of Deepcut Bridge Road including the Sergeants Mess unless otherwise agreed in writing</i></p> <p>1.1.1.1 <i>the provision of a Shared Pedestrian/Cycle Route between the Site west of Deepcut Bridge Road and Deepcut Bridge Road</i></p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p> <p>The CHA has sought a geographic correction in this clause from east to west as the proposed route and associated trigger as this clause relates to the Sergeants Mess and Blackdown Road which is to the west of Deepcut Bridge Road</p> <p>CHA: No objection.</p> <p>Recommendation: Agree these amendments</p>
<p>Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure</p>	<p>1.1.1 prior to the Occupation of any Dwelling at the Site east of Deepcut Bridge Road:-</p> <p>1.1.1.1 the provision of a Shared Pedestrian/Cycle Route between the Site east of Deepcut Bridge Road and Deepcut Bridge Road as broadly indicated on the Shared Pedestrian/Cycle Route Drawings;</p>	<p>1.1.1 prior to the Occupation of <i>any Dwelling on the sites west of Deepcut Bridge Road including the Sergeants Mess unless otherwise agreed in writing</i></p> <p>1.1.1.1 <i>the provision of a Shared Pedestrian/Cycle Route between the Site west of Deepcut Bridge Road and Deepcut Bridge Road</i></p>	<p>CHA: No objection.</p> <p>Recommendation: Agree these amendments</p>

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	1.1.1.2 the provision of a Shared Pedestrian/Cycle Route between the Site east of Deepcut Bridge Road and Blackdown Road as broadly indicated on the Shared Pedestrian/Cycle Route Drawings;	1.1.1.2 <i>the provision of a Shared Pedestrian/Cycle Route between the Site west of Deepcut Bridge Road and Blackdown Road</i>	
Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure	1.1.2 prior to the Occupation of the 230th (two hundred and thirtieth) Dwelling, the opening of the Primary School, or the supermarket, the provision of a Shared Pedestrian/Cycle Route or routes between the proposed Spine Road and Deepcut Bridge Road as indicatively shown on the Shared Pedestrian/Cycle Route Drawings;	1.1.2 <i>prior to the Occupation of the 600th (six hundredth) Dwelling, unless otherwise agreed in writing, the provision of a Shared Pedestrian/Cycle Route or routes between the proposed Spine Road and Deepcut Bridge Road</i>	<p>The Spine Road, now Mindenhurst Road, is substantially complete. A link is also complete between Mindenhurst Road and Deepcut Bridge Road which will be incorporated into the Formal Park.</p> <p>The purpose of the proposed amendment is to overcome compliance issues for developers, prospective purchasers and Help to Buy</p> <p>The CHA are satisfied with this wording</p> <p>Recommendation: Agree amendment</p>
	1.1.3 prior to the Occupation of the 230th (two hundred and	1.1.3 prior to the Occupation of the 350 th (three hundred	The route has been agreed with the CHA and is

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<p>Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure</p>	<p>thirtieth) Dwelling or within 24 (twenty four) months of Commencement of Development the provision of an upgraded Shared Pedestrian/Cycle Route from Deepcut Bridge Road along the existing vehicular access to Frimley Lock including the upgrade of the existing path extending directly behind Frimley Lock Cottage as indicatively shown on the Shared Pedestrian/Cycle Route Drawings such path to be designed and located in such a way that it does not interfere with the operational use of the dry dock, Frimley Lock Cottage or Deepcut lock-gate workshop and store;</p>	<p><i>and fiftieth) Dwelling unless otherwise agreed in writing</i> the provision of an upgraded Shared Pedestrian/Cycle Route from Deepcut Bridge Road along the existing vehicular access to Frimley Lock including the upgrade of the existing path extending directly behind Frimley Lock Cottage such path to be designed and located in such a way that it does not interfere with the operational use of the dry dock, Frimley Lock Cottage or Deepcut lock-gate workshop and store</p>	<p>substantially complete except for a small length of the existing concrete track leading from the lockable gate on Deepcut Bridge Road.</p> <p>The purpose of the proposed amendment is to overcome compliance issues for developers, prospective purchasers and Help to Buy</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendment</p>
	<p>1.1.4 prior to the Occupation of the 230th (two hundred and thirtieth) Dwelling or within 24 (twenty four) months of Commencement of Development the provision of a ramped Shared Pedestrian/Cycle Route from Deepcut Bridge Road bridge to</p>	<p>1.1.4 prior to the Occupation of the 350th (<i>three hundred and fiftieth) Dwelling unless otherwise agreed in writing</i> the provision of a ramped Shared Pedestrian/Cycle Route from Deepcut Bridge Road bridge to the towpath on the southern side of the canal;</p>	<p>The purpose of the proposed amendment is to overcome compliance issues for developers, prospective purchasers and Help to Buy</p> <p>Recommendation: Agree amendment</p>

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	the towpath on the southern side of the canal;		
Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure	1.1.5 prior to the Occupation or first use of the part of the development north of Dettingen Park the provision of a Shared Pedestrian/Cycle Route or routes between Deepcut Bridge Road and that part of the Development;	1.1.5 prior to the Occupation or first use of the part of the development north of Dettingen Park, <i>other than the Care Home unless otherwise agreed in writing</i> the provision of a Shared Pedestrian/Cycle Route or routes between Deepcut Bridge Road and that part of the Development;	<p>The Care Home is likely to be delivered some time before the occupation of the Sports Hub/Allotments/residential parcel to the north of Dettingen Park.</p> <p>As drafted the clause would prevent the occupation of the Care Home until the shared pedestrian/cycle route is provided. This is envisaged to be as part of the wider development north of Dettingen Park.</p> <p>The proposed change does not affect the overall provision of the cycle route network</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendment</p>
	1.1.6 prior to the Occupation or first use of the part of the development north of Dettingen Park the provision of	1.1.6 prior to the Occupation or first use of the part of the development north of Dettingen Park, <i>other than the</i>	The Care Home is likely to be delivered some time before the occupation of the Sports Hub/Allotments/residential

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<p>Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure</p>	<p>a Shared Pedestrian/Cycle Route to Deepcut Bridge Road via Aisne Road and Minorca Road;</p>	<p><i>Care Home, unless otherwise agreed in writing</i> the provision of a Shared Pedestrian/Cycle Route to Deepcut Bridge Road via Aisne Road and Minorca Road</p>	<p>parcel to the north of Dettingen Park.</p> <p>As drafted the clause would prevent the occupation of the Care Home until the shared pedestrian/cycle route is provided. This is envisaged to be as part of the wider development north of Dettingen Park.</p> <p>The proposed change does not affect the overall provision of the cycle route network</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendment</p>
	<p>1.1.12 the Owner shall ensure that the Shared Pedestrian/Cycle Route in each Phase is constructed in accordance with a specification to be agreed with the County Council at a width of 3 (three) metres and including the provision of lighting. Once constructed the Shared Pedestrian/Cycle</p>	<p>1.1.12 the Owner shall ensure that the Shared Pedestrian/Cycle Route in each Phase is constructed in accordance with a specification to be agreed with the County Council at a width of 3 (three) metres and including the provision of lighting <i>unless otherwise agreed in writing with the</i></p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above</p> <p>The CHA sought this change to allow for design flexibility for width and lighting if required.</p> <p>The applicant has agreed to this change.</p>

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	<p>Route shall be permanently retained as approved and maintained to provide for uninterrupted safe and convenient public use</p>	<p><i>Council and County Council.</i> Once constructed the Shared Pedestrian/Cycle Route shall be permanently retained as approved and maintained to provide for uninterrupted safe and convenient public use;</p>	<p>CHA: No objection.</p> <p>Recommendation: Agree amendment</p>
<p>Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure</p>	<p><u>1.2 The Frith Hill Cycle Route</u></p> <p>1.2.2 The Owner shall submit details based upon drawing 22727-L852a to the County Council of the Frith Hill Cycle Route for written approval prior to Commencement of the Development. Such details to include:-</p> <p>1.2.2.1 a scaled drawing identifying the alignment and position of the new route and the extent of land required to be dedicated by the Owner as public bridleway;</p>	<p><u>2.2 The Frith Hill Cycle Route</u></p> <p>1.2.2 The Owner shall submit details based upon <i>drawing DC1-ODM-CX-119-XX-DR-03-0059 Frith Hill Cycle Route P-01</i> to the County Council of the Frith Hill Cycle Route for written approval prior to Commencement of the Development. Such details to include:-</p> <p>1.2.2.1 a scaled drawing identifying the alignment and position of the new <i>Frith Hill Cycle</i> route and the extent of land required to be dedicated <i>as a public right of way with cycle rights in perpetuity</i>;</p>	<p>The plan reflects the route, as previously agreed with the CHA, which is now substantially complete.</p> <p>CHA: No objection.</p> <p>Recommendation; Agree amendment</p> <p>The route agreed with the CHA does not require the diversion of the existing bridleway. However it has sought amendments to this and the following clause at the request of the County Council Rights of Way to meet its technical dedication</p>

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<p>Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure</p>	<p>1.2.2.2 the agreement by the Owner to meet the County Council's reasonable costs in obtaining the necessary approvals to divert part of the existing public bridleway number BW14 to the proposed Frith Hill Cycle Route and as indicated on the drawings referred to at paragraph 1.2.2 above and on drawing number 22729 L852a</p>	<p>1.2.2.2 the agreement by the Owner to meet the County Council's reasonable costs in obtaining the necessary approvals to dedicate the new route as a public right of way with cycle rights to connect with the existing public bridleway number BW14 to form the Frith Hill Cycle Route and as indicated on the drawings referred to at paragraph 2.2.2 above and on drawing number <i>DC1-ODM-CX-119-XX-DR-03-0059 Frith Hill Cycle Route P-01</i></p>	<p>requirements of the public right of way.</p> <p>The applicant has agreed to these revisions..</p> <p>CHA: No objection.</p> <p>Recommendation; Agree amendment</p>
	<p>1.2.3 Once agreed the Owner shall implement the Frith Hill Cycle Route as approved by the County Council and in accordance with the Frith Hill Specification on or before Occupation of the 230th (two hundred and thirtieth) Dwelling or within 24 (twenty four) months of Commencement of the Development whichever is the sooner.</p>	<p>1.2.3 Once agreed the Owner shall implement the Frith Hill Cycle Route as approved by the County Council and in accordance with the Frith Hill Specification on or before Occupation of the <i>350th (three hundred and fiftieth)</i> Dwelling</p>	<p>The route as previously agreed with the CHA is now substantially complete.</p> <p>CHA: No objection.</p> <p>Recommendation; Agree amendment</p>

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	<p>1.2.4 The Owner shall not Occupy more than 230 (two hundred and thirty) Dwellings until it has implemented the Frith Hill Cycle Route in accordance with the County Council's approval or in accordance with any variations agreed in writing by the County Council.</p>	<p>1.2.4 The Owner shall not Occupy more than <i>350 (three hundred and fifty)</i> Dwellings until it has implemented the Frith Hill Cycle Route in accordance with the County Council's approval or in accordance with any variations agreed in writing by the County Council.</p>	<p>The route as previously agreed with the CHA is now substantially complete.</p> <p>This revision is required to address compliance requirements of Help to Buy</p> <p>CHA: No objection.</p> <p>Recommendation; Agree amendment</p>
<p>Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure</p>	<p>1.2.5 In the event that part of the diversion of the Public Bridleway number BW14 fails for statutory reasons or unresolved objections, the Frith Hill Cycle Route shall be dedicated by the Owner as a new Public Bridleway</p>	<p>1.2.5 In the event that the <i>dedication of the new public right of way with cycle rights</i> fails for statutory reasons or unresolved objections, the Frith Hill Cycle Route shall be <i>made permanently available for uninterrupted public use by the Owner and be maintained by the Owner in perpetuity in accordance with the Frith Hill Specification</i></p>	<p>The route agreed with the CHA does not require the diversion of the existing bridleway.</p> <p>The proposed wording is to ensure that the new public right of way is always available for public use in the event that the dedication process fails.</p> <p>CHA: No objection.</p> <p>Recommendation; Agree amendment</p>
	<p>1.2.6 Prior to the Occupation of the 230th (two hundred and</p>	<p>1.2.6 Prior to the Occupation of the <i>350th (three hundred</i></p>	<p>The route agreed with the CHA does not require the</p>

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<p>Schedule 7 Part 1 Shared Pedestrian/Cycle Infrastructure</p>	<p>thirtieth) Dwelling or within 24 (twenty four) months of Commencement of the Development whichever is the sooner the Owner shall pay the County Council's costs in securing the diversion and dedication of the public rights of way. The Owner shall not occupy the 230th (two hundred and thirtieth) Dwelling until the County Council's costs have been paid.</p>	<p><i>and fiftieth</i>) Dwelling the Owner shall pay the County Council's costs in securing the dedication of the public rights of way. The Owner shall not occupy the <i>350th (three hundred and fiftieth)</i> Dwelling until the County Council's costs have been paid</p>	<p>diversion of the existing bridleway.</p> <p>The works to secure the dedication of this public rights of way are progressing but are not yet complete. This revision is required to address compliance requirements of Help to Buy</p> <p>CHA: No objection.</p> <p>Recommendation; Agree amendment</p>
	<p><u>1.3 Brookwood Cycle Parking</u></p> <p>1.3.1 The Owner shall pay the Brookwood Station Cycle Parking Contribution to the County Council prior to Occupation of the 230th (two hundred and thirtieth) Dwelling.</p>	<p><u>1.3 Brookwood Cycle Parking</u></p> <p>1.3.1 The Owner shall pay the Brookwood Station Cycle Parking Contribution to the County Council prior to Occupation of the 275th (two hundred and seventy fiftieth) Dwelling.</p>	<p>This was originally proposed at 350 dwellings. However as both the Borough and County Councils seek to promote sustainable transport concerns were raised that this trigger was too late.</p> <p>The applicant revised the trigger as now proposed.</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendment</p>

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	<p>1.3.2 The Owner shall not Occupy nor cause or permit Occupation of more than 229 (two hundred and twenty nine) Dwellings until it has paid the Brookwood Station Cycle Parking Contribution.</p>	<p>1.3.2 The Owner shall not Occupy nor cause or permit Occupation of more than 274 (<i>two hundred and seventy four</i>) Dwellings until it has paid the Brookwood Station Cycle Parking Contribution.</p>	<p>This was originally proposed at 349 dwellings.</p> <p>Having regard to the proposed changes at 1.3.1 this has also been revised.</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendment</p>
<p>Schedule 7 Part 2 Bus Infrastructure and Support</p>	<p>1 The Owner shall submit the Bus Infrastructure Scheme to the County Council for its written approval and shall thereafter implement the Bus Infrastructure Scheme as approved prior to the occupation of the 230th (two hundred and thirtieth) Dwelling or the opening of the supermarket.</p> <p>2 The Owner shall not occupy more than 229 (two hundred and twenty nine) Dwellings or permit the opening of the supermarket until the Bus Infrastructure Scheme and the</p>	<p>1. The Owner shall submit the Bus Infrastructure Scheme to the County Council for its written approval and shall thereafter implement the Bus Infrastructure Scheme as approved prior to the occupation of the 230th (two hundred and thirtieth) Dwelling or the opening of the supermarket <i>unless otherwise agreed in writing.</i></p> <p>2 The Owner shall not occupy more than 229 (two hundred and twenty nine) Dwellings or permit the opening of the supermarket <i>unless otherwise agreed in writing</i> until the Bus</p>	<p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendment</p> <p>Please see the commentary on “Addition of wording to clauses” in the Definition section above.</p> <p>CHA: No objection.</p>

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	<p>Spine Road Infrastructure have been implemented in accordance with the Bus Infrastructure Guidelines as approved by the County Council or in accordance with any variations agreed in writing by the County Council</p>	<p>Infrastructure Scheme and the Spine Road Infrastructure have been implemented in accordance with the Bus Infrastructure Guidelines as approved by the County Council or in accordance with any variations agreed in writing by the County Council</p>	<p>Recommendation: Agree amendment</p>
<p>Schedule 7 Part 2 Bus Infrastructure and Support</p>	<p>3 The Owner shall pay the Bus Contribution to the County Council comprising:-</p> <p>3.1 prior to the Occupation of the 1,200th (twelve hundredth) Dwelling or no later than 10 (ten) years from Commencement of the Development whichever is the sooner, the Owner shall pay to the County Council the Bus Contribution in phased payments according to the provisions below for it to Spend towards the provision of new bus services in and serving Deepcut;</p>	<p>3 The Owner shall pay the Bus Contribution to the County Council comprising:-</p> <p>3.1 prior to the Occupation of the 1,200th (twelve hundredth) Dwelling or no later than 15 (<i>fifteen</i>) years from Commencement of the Development whichever is the sooner, <i>unless otherwise agreed in writing</i> the Owner shall pay to the County Council the Bus Contribution in phased payments according to the provisions below for it to Spend towards the provision of new bus services in and serving Deepcut;</p>	<p>This clause was originally deleted. However the CHA required that it be re-instated which the applicant has agreed to. To tie in with the payment schedule below the time period has been extended to 15 years</p> <p>There is no reduction in the overall financial contribution to be paid.</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendments</p>

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<p>Schedule 7 Part 2 Bus Infrastructure and Support</p>	<p>3.2 prior to the Occupation of 325 (three hundred and twenty five) Dwellings or the Occupation of the supermarket or within 44 (forty four) months from Commencement of the Development, whichever is the sooner, the Owner shall pay the 1st (first) payment of £240,000.00 (two hundred and forty thousand pounds) to the County Council</p>	<p>3.2 prior to the Occupation of 325 <i>(three hundred and twenty five) Dwellings or the occupation of the supermarket, the Owner shall pay the 1st payment of £120,000.00 (one hundred and twenty thousand pounds index linked) to the County Council</i></p>	<p>These amendments to this and the following payment clauses, introduce an additional payment (10th) and reconfigures the 1st 2nd, 3rd amounts to be paid and to recognise the demand for the service from new residents.</p> <p>In the interests of clarity and to be consistent with the other payments “index linked” has been added to the first payment.</p> <p>There is no reduction in the overall financial contribution to be paid.</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendments from 3.2 up to and including clause 3.3.9</p>
	<p>3.3 thereafter, the Owner shall pay further sums (Index Linked) according to the following payment schedule:-</p> <p>3.3.1 the 2nd (second) payment comprising</p>	<p>3.3 thereafter, the Owner shall pay further sums (Index Linked) according to the following payment schedule:-</p> <p>3.3.1 <i>the 2nd (Second) payment comprising 240,000</i></p>	

<p>Schedule 7 Part 2 Bus Infrastructure and Support</p>	<p>£480,000.00 (four hundred and eighty thousand pounds) prior to the Occupation of 490 (four hundred and ninety) Dwellings or at the 1st (first) anniversary date of the previous payment whichever is the sooner;</p> <p>3.3.2 the 3rd (third) payment comprising £480,000.00 (four hundred and eighty thousand pounds) prior to the Occupation of 615 (six hundred and fifteen) Dwellings or at the 1st (first) anniversary date of the previous payment whichever is the sooner;</p> <p>3.3.3 the 4th (fourth) payment comprising £480,000.00 (four hundred and eighty thousand pounds) prior to the Occupation of 745 (seven hundred and forty five) Dwellings or at the 1st (first) anniversary date of the previous payment whichever is the sooner;</p> <p>3.3.4 the 5th (fifth) payment comprising £480,000.00 (four hundred and eighty thousand</p>	<p><i>(two hundred and forty thousand pounds) at the 1st (first) anniversary date of the previous payment</i></p> <p><i>3.3.2 the 3rd (third) payment comprising £360,000.00 (three hundred and sixty thousand pounds) at the 1st (first) anniversary date of the previous payment</i></p> <p><i>3.3.3 the 4th (fourth) payment comprising £480,000.00 (four hundred and eighty thousand pounds) at the 1st (first) anniversary date of the previous payment</i></p> <p><i>3.3.4 the 5th (fifth) payment comprising £480,000.00 (four</i></p>	
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<p>Schedule 7 Part 2 Bus Infrastructure and Support</p>	<p>pounds) prior to the Occupation of 870 (eight hundred and seventy) Dwellings or at the 1st (first) anniversary date of the previous payment whichever is the sooner;</p> <p>3.3.5 the 6th (sixth) payment comprising £480,000.00 (four hundred and eighty thousand pounds) prior to the Occupation of 980 (nine hundred and eighty) Dwellings or at the 1st (first) anniversary date of the previous payment whichever is the sooner;</p> <p>3.3.6 the 7th (seventh) payment comprising £480,000.00 (four hundred and eighty thousand pounds) prior to the Occupation of 1,090 (one thousand and ninety) Dwellings or at the 1st (first) anniversary date of the previous payment whichever is the sooner;</p> <p>3.3.7 the 8th (eighth) payment comprising £480,000.00 (four hundred and</p>	<p><i>hundred and eighty thousand pounds) at the 1st (first) anniversary date of the previous payment</i></p> <p><i>3.3.5 the 6th (sixth) payment comprising £480,000.00 (four hundred and eighty thousand pounds) or at the 1st (first) anniversary date of the previous payment</i></p> <p><i>3.3.6 the 7th (seventh) payment comprising £480,000.00 (four hundred and eighty thousand pounds) at the 1st (first) anniversary date of the previous payment</i></p> <p><i>3.3.7 the 8th (eight) payment comprising £480,000.00 (four</i></p>	
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<p>Schedule 7 Part 2 Bus Infrastructure and Support</p>	<p>eighty thousand pounds) prior to the Occupation of 1,200 (twelve hundred) Dwellings or at the 1st (first) anniversary date of the previous payment whichever is the sooner; and</p> <p>3.3.8 the 9th (ninth) payment comprising a sum of £480,000.00 (four hundred and eighty thousand pounds) payable 1 (one) year after the Occupation of the 1,200th (twelve hundredth) Dwelling or no later than 10 (ten) years from Commencement of the Development, whichever is the sooner.</p>	<p><i>hundred and eighty thousand pounds) at the 1st (first) anniversary date of the previous payment</i></p> <p><i>3.3.8 the 9th (nineth) payment comprising £480,000.00 (four hundred and eighty thousand pounds) at the 1st (first) anniversary date of the previous payment and</i></p> <p><i>3.3.9 the 10^h (tenth) payment comprising a sum of £480,000.00 (four hundred and eighty thousand pounds) payable at the first anniversary date of the previous payment</i></p>	
<p>Schedule 7 Part 3 Travel Planning</p>	<p>Travel Plan</p> <p>4.1 the provision of individual Travel Plans for each</p>	<p>Travel Plan</p> <p>4.1 the provision of individual Travel Plans for <i>the supermarket, Primary School</i></p>	<p>This amendment and the following associate clauses have arisen as the Primary School and Nursery have been transferred to Surrey</p>

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	of the supermarket, Primary School and/or Nursery School;	<i>and Nursery School unless otherwise agreed in writing prior to their Occupation;</i>	County Council as one entity. It is not yet clear whether they will operate as one or two facilities. The proposed amendments provide flexibility to accommodate operation by one or two operators. CHA: No objection. Recommendation: Agree amendment up to including clause 4.3
Schedule 7 Part 3 Travel Planning	4.2 that prior to the Occupation of each the supermarket, the Nursery and the Primary School, individual Travel Plans for shall be submitted by the Owner to the County Council for its approval in broad accordance with the Framework Travel Plan dated May 2013 and Surrey County Council's Travel Plans Good Practice Guide;	4.2 that prior to the Occupation of each the supermarket <i>and the Primary School and Nursery</i> , Travel Plans for shall be submitted by the Owner to the County Council for its approval in broad accordance with the Framework Travel Plan dated May 2013 and Surrey County Council's Travel Plans Good Practice Guide;	
Schedule 7 Part 4 Basingstoke Canal Towpath	1. Prior to Occupation of the 230th (two hundred and thirtieth) Dwelling or within 24 (twenty four) months from Commencement of the Development, the Owner shall	1. Prior to Occupation of the 230 th (two hundred and thirtieth) Dwelling <i>the Owner</i> shall pay the Basingstoke Canal Towpath Contribution to the County Council for it to	The contribution has been paid to the County Council. CHA: No objection.

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<p>Schedule 7 Part 4 Basingstoke Canal Towpath</p>	<p>pay the Basingstoke Canal Towpath Contribution to the County Council for it to Spend towards the provision of the Basingstoke Canal Towpath Works or works to promote leisure and commuter cycle use of the towpath between the Basingstoke Canal Visitor Centre and Connaught Road comprising:-</p> <p>1.1. the upgrade of the Basingstoke Canal Towpath between Frimley Lock and Pirbright Bridge with the construction of a 3 (three) m wide (except pinch points) reinforced tar and chip sealed surface over an MoT type 1 base, canal bank protection, tree removal, and all necessary signage and ancillary works incidental to the designation of this section of towpath as shared pedestrian/cycle route and subject to remaining funding; and</p>	<p>Spend towards the provision of the Basingstoke Canal Towpath Works or works to promote leisure and commuter cycle use of the towpath comprising between the Basingstoke Canal Visitor Centre and Connaught Road comprising:-</p> <p>1.1. the upgrade of the Basingstoke Canal Towpath between Frimley Lock and Pirbright Bridge with the construction of a 3 (three) m wide (except pinch points) <i>all weather surface and all ancillary works not exclusively</i> including where required canal bank protection, tree removal, and all necessary signage and ancillary works incidental to the designation of this section of towpath as shared pedestrian/cycle route <i>to be designed taking due account that the purpose of the Council Council's ownership of the Canal is to provide countryside for quiet</i></p>	<p>The purpose of the proposed amendment is to overcome compliance issues for developers, prospective purchasers and Help to Buy</p> <p>Recommendation: Agree amendment</p> <p>The County Council sought an amendment to the specification so that there would be more flexibility in the specification for the towpath. The applicant has agreed to this revision.</p> <p>CHA: No objection.</p> <p>Recommendation: Agree amendment</p>
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		<i>recreation and subject to remaining funding; and</i>	
Schedule 7 Part 5 Shared Pedestrian/Cycle Route Drawings	Frith Hill Cycle/Pedestrian Link Drawing Number 22729 L852a Internal Spine Road Drawing Number 22729 LEA850a	Frith Hill Cycle/Pedestrian Link <i>DC1-ODM-CX-119-XX-DR-03-0059 Frith Hill Cycle Route P-01</i> <i>Deleted</i>	