

Appendix 12 Land East of Orchard Gardens Draft s106 Heads of Terms

1	Document		Draft Heads of Terms for Planning Obligation by Deed of Agreement under Section 106 of the Town and Country Planning Act 1990	Revised 18 April 2019
2	Subject	Land	Land East of Orchard Gardens Woodgate Chichester West Sussex	
3	Parties	Local Planning Authority "Council"	Arun District Council	
4	Parties	Local Highway Authority "County Council"	West Sussex County Council	
5	Parties	Freeholder "Owner"	Mr & Mrs A J Loosley	
6	Parties	Other Interested Person "Developer"	None	
7	Parties	Other Interested Person "Mortgagee"	None	
8	Purpose		These Heads of terms are set out on behalf of the Applicant to inform the preparation and negotiation of a S106 agreement with the Council and County Council to support an outline application for residential development	
10	Scope		The Planning Obligations set out below shall only be included in the Section 106 agreement to the extent justifiable in planning policy terms, in particular paragraphs 203-205 of the NPPF and regulation 122 of the Community Infrastructure Levy (CIL) Regulations 2010.	
11	CIL exclusion		These draft heads of terms assume that the application site will not be subject to Community Infrastructure Levy or any similar charge.	
12	General Provision	Planning Conditions	The Section 106 agreement sits alongside and is in conjunction with any planning permission granted and it may be that some of the matters referred to can be dealt with wholly or partly by planning condition	

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13	General Provision	Conditionality	The S106 agreement will contain standard provisions relating to it being conditional on the grant and implementation of planning permission.	
14	General Provision	Other	Other standard provisions will include provisions relating to; 1) Release from obligations when disposing of an interest, 2) Planning permission modification/lapse/revocation, 3) Reasonable monitoring fees payable by owner 4) Cost of preparation of the s106 agreement payable by owner 5) Timing of provisions 6) Obligations placed on the Council, County Council and any other relevant party to ensure that all payments made will be used for the purpose stated and repayment provisions will be included if they are not so used within an agreed timescale 7) Obligations for the relevant party to use best endeavours to reach agreement on any matter to be finalised after completion of the S106 agreement.	
15	Owners Covenant	Highways	To construct right hand turn lane on A29 Westergate Street into Orchard Gardens	Agree WSCC Highways suggested condition No development to commence until the vehicular access serving the development has been constructed in accordance with the approved planning drawing. NOTE the proposal is now for 55 dwellings in addition to approximately 80 dwellings already using Orchard Gardens. The proposed Right turn lane will therefore reduce queuing for existing traffic as well thereby improving traffic flow over the A29 level crossing to improve the local highway network.

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16	Owners Covenants	Affordable Housing	To provide 30% of the plots for affordable housing. The indicative layout shows space for 55 units which would mean 16 affordable units. Following previous consultation with Arun District Council's Housing Strategy and Enabling Manager, The Council's affordable housing requirement for this site will be satisfied by 16 units as follows: Affordable Rent Total 8 units comprising 4 x 2 bed flats, 2 x 1 bed flats and 2 x 2 bed houses. Intermediate Total 8 units comprising 2 x 2 bed flats, 4 x 1 bed flats and 2 x 2 bed houses.	Actual plots to be dependent on the number of plots and layout for which detailed permission is granted but to be similar in size and type to those provisionally agreed for the outline layout: Serviced plots to be offered for sale to social housing providers selected by the Council. Those fully serviced plots to be available prior to occupation of the unit which takes the percentage of occupied market units over 32% In the absence of agreement as to what the offer amount should be the price is to be determined by an expert chartered surveyor appointed by the RICS at the expense of the Owner. Until such time as the affordable housing plots are sold the Owner will keep the services secure and the plots laid to grass and kept mown.
17	Owners Covenants	Library Contribution	To pay Library contribution	Contribution in accordance with calculation basis in WSCC S106 Consultation response dated 15 March 2019. Indicative payment of £2391 based on indicative layout housing mix 55 dwellings. Actual payment dependent on housing numbers at reserved matters stage. Payable on commencement of development.
18	Owners Covenant	Fire Service Contribution	To pay Fire service contribution	Contribution in accordance with calculation basis in WSCC S106 Consultation response dated 15 March 2019. Indicative payment of £1875 based on indicative layout housing mix occupancy (125 persons x £15). Actual payment depending on housing mix agreed at reserved matters stage. Payable on commencement of development.

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19	Owners Covenant	Education	To pay contribution to Early Years, Primary, Secondary and sixth form education provision.	Contribution in accordance with calculation basis in WSCC S106 Consultation response dated 15 March 2019. Actual payment dependent on housing mix agreed at reserved matters stage. Payable on occupation of the unit which takes the percentage of occupied market units over 65%.
20	Owners Covenant	NHS Contribution	To pay NHS healthcare contribution	Contribution in accordance with calculation basis in NHS response dated 25 Feb 2019 subject to indexation on surgery build costs. Indicative payment of £62,670 for indicative layout housing mix.. Actual payment dependent on housing mix approved at reserved matters stage. Payable prior to occupation of the unit which takes the percentage of occupied market units over 65%.
21	Owners Covenant	Parish Contribution to cycle/footpath improvement	To pay a contribution of £20,000 (Twenty Thousand Pounds) towards the costs of improving the footpath/cycle Network between Westergate and Barnham	Payable on commencement of development
22	Owners Covenants	Open Space Provision	To provide Public Open space within the development for use by residents and the public and make provisions for maintenance.	Maintenance to be by estate management company. Area of Public open space to be no greater than shown in indicative layout and to be maintainable by Residential Estate Management Company.
23	Owners Covenants	Habitat management provision	To prepare and perpetuate a habitat management plan for the assurance of future biodiversity of the open space including managing reptile habitat. Also known as Landscape and Environment Management Plan or LEMP.	To be part of the duties of the Estate management company
24	Owners Covenant	Estate Management Company	Owner to set up properly administered Estate Management company	Estate Management company to collect contributions from unit owners in order to maintain roads, open space and any common services such as Sustainable Urban drainage system <i>and private sewage treatment plant</i>

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25	Owners Covenant	Off site play provision	Owner to provide unequipped LAP within public open space and make contribution of £1,600 per market dwelling for offsite provision of LEAP/LAP, MUGA and any additional landscaped open space areas	In accordance with Greenspace response of 13 February 2019 updated. This assumes the money will be spent to provide or improve facilities within Aldingbourn Parish. Sum to be indexed linked. Payable on occupation of the unit which takes the percentage of occupied market units over 65% OR owner to make onsite provision.
26	Owners Covenant	Transport infrastructure delivery	Owner to make contribution of £7130 per dwelling towards transport infrastructure A29 junction improvements and A29 realignment scheme less the cost of A29/Orchard Gardens junction improvements.	Contribution in accordance with WSCC Highways response dated 17 Jan 2019 of £7130 per dwelling. The cost of constructing the Right Hand Lane to be deducted from the contribution. Payable on occupation of the unit which takes the percentage of occupied market units over 65%.
27	Owners Covenant	Playing Pitch	Owner to make a contribution of £14,000 towards improving pitches at Aldingbourne sports field	Based on new development playing pitch calculator 0.09 pitch requirement. Enhancing existing pitches to increase their capacity and ensure adequate long term maintenance to maintain the higher use. Payable on commencement of development.
				18 April 2019