

Instruction for Planning S106 Agreement/Deed of Variation/Supplemental Agreement

This instruction also gives authority and acts as a heads of terms & a completion statement

Planning Application Ref: A/169/17/OUT	Today's date: 26/10/2017
Date of Agreement (or original deed/agreement if variation/supplemental):	
Completed Deed relating to:	Seal Register Number: (to be inserted by Legal)
Legal Ref:	Statement completed by: D. Easton
Delegated authority: (please sign)	Please refer to instructions on SharePoint regarding authority. If the signing authority is from a committee decision, please attach the relevant committee minutes to this form as evidence.
Full name of Freeholders/Leaseholders: (ideally the developer will have completed a recent land registry search which can be attached as well)	STORE PROPERTY INVESTMENTS LIMITED (Company No. 00549704) whose registered office is at Farr House, 4 New Park Road, Chichester, West Sussex, PO19 7XA ("Applicant"); and CAROLE CRIPPS of Brookenbee Cottage, Brook Lane, Rustington, West Sussex, BN16 3JL ("First Owner"). HERBERT KRALL of Brookenbee Cottage, Brook Lane, Rustington, West Sussex, BN16 3JL ("Second Owner") COVENTRY BUILDING SOCIETY of Economic House, P.O. Box 9, High Street, Coventry CV1 5QN ("First Mortgagee") AVIVA COMMERCIAL FINANCE LIMITED (Company No. 02559391) of Sentinel House, 37 Surrey Street, Norwich, NR1 3UY ("Second Mortgagee")

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Please attach a plan with the site outlined in red and complete a brief description of the development:

Outline application (with all matters reserved) for demolition of existing buildings on site and the erection of a mixed use development comprising up to 90 No. residential units and a care home (Use Class C2 and C3) & ancillary facilities, including railway crossing, together with associated access, car parking & landscaping.

This table sets out the Heads of Terms for the S106 Agreement, Deed of Variation or Supplemental Agreement (amend as appropriate)

Financial obligation(s) summary or change	Trigger Point	Amount	Due to (ADC, WSCC, NHS, other)	Destination/ project	5% or £15,000 for related projects	Spend by restriction
Affordable housing	Occupation of more than 30 of the Market Units at the Development prior to a contract or contracts for the transfer of the Affordable Housing in the Development to an Affordable Housing Provider or Providers and 15 Affordable	30% of the total number of dwellings created. So for the indicative 90 unit scheme this would equate to 27 affordable units. 22 Affordable rent and 5 intermediate housing.	Cascade agreement: Option 1: Onsite delivery Option 2: Onsite Delivery to a different provider. Option 3: Commuted sum		N/A	

PL10 – S106 Instruction Form and Completion Statement

Please distribute completed statement to: Sue Loveday (Deed Store), Ros Bentley (s106 Monitoring Officer), Nicola Spencer (TSU), Claire Rowlands (Finance) and landcharges@arun.gov.uk

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	Dwellings have been constructed and made available for Occupation. Occupation of more than 45 of the Market Units at the Development prior to a contract or contracts for the transfer of all the Affordable Housing in the Development to an Affordable Housing Provider or Providers and all the Affordable Dwellings have been constructed and made available for Occupation.					
NHS Contribution	Prior to first occupation.	a. Contribution up to a maximum of £92,860 for 90 dwellings (dependent upon mix of dwellinghouses). b. The care home hereby approved will make a contribution of £64,452. Total contribution of £157,312 to the	ADC	'The Coppice GP Surgery' for the infrastructure needs of managing GP consultant Health Care.	N/A	Ten (10) years of the date of receipt of final instalment of the Care Home NHS Contribution and/ or the Residential NHS Contribution
Footpath improvement contribution	Prior to first occupation.	£28,000 index linked.	WSCC.	improvements to PROW 2159 to make it a	N/A	Ten (10) years of the date of

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				convenient walking and cycling route to/from the Railway Bridge, including to scrape and grade the existing surface and lay stone, such as DoT1 which will form a robust year round usable surface for all modes.		receipt of the Footpath Improvement Contribution
Library Contribution	50% of contribution on or before occupation of first market unit, remaining 50% on or before occupation of the 25 th market unit.	To be calculated for each residential phase using the following formula: $L/1000 \times AP =$ Library Contribution	Calculated at reserved matter stage and paid to WSCC.	Contribution towards a project to enhance library space with improved digital access at Angmering Library	N/A	Ten (10) years of the date of receipt of the final instalment of the Library Contribution
Primary School Contribution	50% of contribution on or before occupation of first market unit, remaining 50% on or before occupation of the 25 th market unit.	To be calculated using the following formula: $DfE \text{ Figure} \times ACP =$ Primary Education Contribution	Calculated at reserved matter stage and paid to WSCC.	A contribution towards the cost of a permanent solution to the temporary accommodation at Georgian Gardens Community Primary School.	N/A	Ten (10) years of the date of receipt of the final instalment of the Primary Education Contribution
Secondary School Contribution	50% of contribution on or before occupation	To be calculated using the following	Calculated at reserved matter	A contribution towards the cost	N/A	Ten (10) years of the

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	of first market unit, remaining 50% on or before occupation of the 25 th market unit.	formula: DfE Figure x ACP = Secondary Education Contribution	stage and paid to WSCC.	of providing additional facilities at The Angmering School		date of receipt of the final instalment of the Secondary Education Contribution
Further Education Contribution	50% of contribution on or before occupation of first market unit, remaining 50% on or before occupation of the 25 th market unit.	To be calculated using the following formula: DfE Figure x ACP = Further Education Contribution	Calculated at reserved matter stage and paid to WSCC.	A contribution towards the cost of additional facilities for further education at The Angmering School sixth form	N/A	Ten (10) years of the date of receipt of the final instalment of the Further Education Contribution
Open Space	Prior to commencement of development of any dwelling.	Submit to the Council an Open Space Scheme for the Open Space	ADC	On site delivery. Commuted sum payments to ADC if open space to be maintained by the LPA.	N/A	
Play Areas	Prior to commencement of development of any dwelling.	Submit to the Council a Play Area Scheme for the Play Areas within the Housing Phase	ADC	On site delivery. Commuted sum payments to ADC if play area to be maintained by the LPA.	N/A	

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NON-FINANCIAL Obligation Summary		
Not to Occupy or cause or allow to be Occupied more than 50 Dwellings at the Development until an enforceable and binding building contract for the construction of the Care Home has been entered into and a copy produced to the Council or other evidence is produced to the Council which is sufficient to satisfy the Council acting reasonably that a meaningful start has been made to the construction of the Care Home.	ADC	Arun District Council – Planning Department
Retention of land for the provision of 2 no. Gypsy/Traveller pitches for a period of three years from the date of the planning permission being granted.	ADC	Arun District Council – Planning Department
In the event that a footpath crossing the adjoining property to the east of Brook Lane linking the Development to the footpath on Manor Retail Park is not provided within three years of the date of Commencement of the first Residential Phase then the Owners shall construct and provide a footpath to connect the Development with Manor Retail Park. The footpath shall follow a route along Brook Lane and the A259 which connects the footpath network on the Development to the footpath installed on Manor Retail Park, the approximate route of which footpath is indicated on the drawing number SPRUST(BROOK LANE).1/05 Rev A attached to this Deed or along such other route as the County Council may approve and be constructed in accordance with a specification to be approved by the County Council.	ADC	Arun District Council – Planning Department

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Other Comments: Follows on from A/44/17/OUT (Legal Ref: 6196)

COMPLETION REPORT

To be completed by Legal Services when the Agreement has been registered and finalised, then circulated to interested parties:

Seal Register Number: 08/2018	Date of Agreement (or <u>original deed/agreement</u> if this is a variation/supplemental):
	12 th January 2018
Legal Ref: 6540	Statement completed by: Jeremy Cook