

Instruction Form for S106 Agreements/Deed of Variations/Supplemental Agreements etc
This form should include the necessary Authority details/signature and will act as a heads of terms.

Once the S106 has been signed off/executed: This instruction will act as a Completion Statement and will be circulated to all relevant officers, along with a copy of the completed S106.

INSTRUCTION AND AUTHORITY

Planning Application Ref: P/140/16/OUT	Today's date: 190/90/2018	Date of the Decision Notice, or Date that the Decision is to be considered if in the future (insert 'not known' if no date yet): xx/xx/xx	Planning Officer: Mr D Easton
What Type of Agreement is it?: Please tick <u>one</u> of the following: • S106 Agreement, or • Pagham Harbour Agreement, or • Unilateral Undertaking, or • Deed of Variation, or • Supplemental Agreement, or • Other			
Who is responsible for this decision?			
(see notes opposite: <u>only complete this box and sign here if this is an OFFICER Decision</u>) x (signature of Officer with the power): Print Name: xxxxxxxxxxxx Constitution Issue 8: Part 4 Section 3 Paragraph 3.1.1.		<u>You need to tell Legal Services who is making the Decision on this S106.</u> (NB Pagham Agreements – The authority will not be known at validation stage so please note accordingly – Legal Officer to check later) • If this is an OFFICER Decision, sign and print your name in the box opposite , or • If this is a Development Control Decision that has already been made you will need to provide: Date of Development Control Meeting: xx/xx/xx Minute Number: xxxxxxxx, or • If this is for Development Control to make the Decision <u>in the future</u>, please provide the date of the future meeting or insert 'to be advised' if the date has not been set Date of Future Development Control Meeting: xx/xx/xx or To Be Advised	
Full name(s) of Freshholders/Leaseholders: (Ideally the developer will have completed a recent land registry search which should be attached as well)	Names: • Claudia Langmead, Olivia Langmead, Melanie Jenkins and Victoria Langmead and Leslie James Langmead and Patricia Langmead [The Owners] • Hanbury (PM) Limited • X • X • x		
• Check! Please attach a plan with the site <u>outlined in red</u> and complete a brief description of the development: • Check! Any land registry searches that have been provided by the Applicant/Agent should be sent with the plan			

and draft agreement.

HEADS OF TERMS

Planning Officer to set out the Heads of Terms below:

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		30% (thirty percent) of the Dwellings within the Development to be provided (subject to the terms of this Agreement) as Affordable Housing with a tenure split of: Affordable Rented Housing Units 75%; and Intermediate Housing Units 25%	ADC		N/A	
Early Years	Total amount payable divided by the 3 phases - 50% payable on or before occupation of first dwelling for each phase; remaining 50% due on or before occupation of 50% dwellings in each phase.	£646,000	WSCC	Towards the delivery of an early years facility serving the Development as set out in the Arun Infrastructure Delivery Plan 2017.		Ten (10) years of the date of receipt of the Contribution.
Education (Secondary)	Total amount payable divided by the 3 phases - 50% payable on or before occupation of first dwelling for each phase; remaining 50% due on or before	To be calculated using the following formula; DfE Figure x ACP	WSCC	The contribution shall be spent on design and feasibility work for the provision of a new secondary school to serve the district and the implementation of access.	N/A	Ten (10) years of the date of receipt of the Contribution.

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	occupation of 50% dwellings in each phase.					
Education (Sixth Form)	Total amount payable divided by the 3 phases - 50% payable on or before occupation of first dwelling for each phase; remaining 50% due on or before occupation of 50% dwellings in each phase.	To be calculated using the following formula; DfE Figure x ACP	WSCC	The contribution shall be spent on expansion of Felpham Community College.	N/A	Ten (10) years of the date of receipt of the Contribution.
WSCC (Primary Education)	50% of total payable for Phase A 40% of total payable for Phase B 10% of total payable for Phase C - 50% payable on or before occupation of first dwelling for each phase; remaining 50% due on or before occupation of 50% dwellings in each phase.	£1,927,210	WSCC	Towards the construction of the Primary School on the Primary School Land or the construction of such other new primary school or extension to a primary school serving the Development as the County Council and the Owners shall agree.	N/A	Ten (10) years of the date of receipt of the Contribution.
Libraries	Total amount payable divided by the 3 phases - 50% payable on or before occupation of first dwelling for each phase; remaining 50% due on or before occupation of 50% dwellings in each phase.	£33,333	WSCC	Provision of Tier 7 library facility at Summer Lane to serve Pagham.	N/A	Ten (10) years of the date of receipt of the Contribution.
Fire & Rescue	Total amount payable divided by the 3 phases - 50% payable on or before occupation of first dwelling for each phase; remaining 50% due on or before occupation of 50% dwellings in each phase.	To be calculated using the following formula; $Y \times (Z / M)$	WSCC	Towards the redevelopment of Bognor Regis Fire Station.	N/A	Ten (10) years of the date of receipt of the Contribution.

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Police Contribution	Staged payments of 33%, 33% and 34% of the total contribution for each phase prior to occupations of 33%, 66% and 100% of the dwellings in that phase.	£59,030.97	ADC	• Officer start-up equipment cost - £5,384.16 • Officer start-up recruitment and training - £6,825 • Staff start-up equipment cost - £1,355.90 • Staff start-up and recruitment training - £689 • Premises - £26,485.49 • Fleet - £13,720 • ANPR Camera - £4,571.42	N/A	Ten (10) years of the date of receipt of the Contribution.
Access Management Contribution at Pagham Harbour	Prior to the occupation of the first dwelling.	£871 per dwelling (total contribution of £348,400 for 400 dwellings)	ADC	Towards the cost of delivering measures to avoid, or mitigate to an acceptable level, the harm caused to Pagham Harbour by the Development.	N/A	Ten (10) years of the date of receipt of the Contribution.
Leisure (Pools)	Staged payments of 33%, 33% and 34% of the total contribution for each phase prior to occupations of 33%, 66% and 100% of the dwellings in that phase.	£193,350	ADC	Expansion and reconfiguration of the wet side changing rooms at Arun Leisure Centre.	N/A	Ten (10) years of the date of receipt of the Contribution.
Leisure (Sports halls)	Staged payments of 33%, 33% and 34% of the total contribution for each phase prior to occupations of 33%, 66% and 100% of the dwellings in that phase.	£179,571	ADC	Expansion and reconfiguration of the ground floor dry side main public changing rooms, to increase capacity and overall customer experience at Arun Leisure Centre.	N/A	Ten (10) years of the date of receipt of the Contribution
Leisure (3G Pitches)	Staged payments of 33%, 33% and 34% of the total contribution for each phase prior to occupations of 33%, 66% and 100% of the dwellings in that phase.	£26,424	ADC	Financial contribution towards the pitch surface and base layer provision of a new 3G playing pitch facility in the western analysis area, within the catchment of Pagham.	N/A	Ten (10) years of the date of receipt of the Contribution.
NHS	Staged payments of 33%, 33% and 34% of the total contribution for	£502,777	ADC	Contribution towards the infrastructure needs of managing GP	N/A	Ten (10) years of the date of receipt of the Contribution.

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	each phase prior to occupations of 33%, 66% and 100% of the dwellings in that phase.			consultant health care at Grove House GP Surgery or provision of new healthcare facilities at strategic allocation SD3 west of Bersted or the expansion or relocation of the Arthur Griffith Clinic at Pagham.		
WSCC Footpath contribution	Contribution to be paid prior to the occupation of the 100th dwelling.	£40,816	WSCC	Upgrade of public rights of way 100, 106 and 104 to enable creation of an off road cycle route.	N/A	Ten (10) years of the date of receipt of the Contribution.
WSCC Footpath Contribution (2)	Contribution to be paid prior to the occupation of the 100th dwelling.	£55,913.98	WSCC	Upgrading surface of Footpath 101	N/A	Ten (10) years of the date of receipt of the Contribution.
WSCC Highways Contributions	Contribution to be paid prior to the occupation of the 100 th dwelling.	£143,224.73	WSCC	• Towards the enhancement of the Pagham Road/Seftor Road priority junction. • Towards the enhancement of the Pagham Road/Lower Bognor Road junction.	N/A	Ten (10) years of the date of receipt of the Contribution.
Playing Pitch Contribution	Staged payments of 33%, 33% and 34% of the total contribution for each phase prior to occupations of 33%, 66% and 100% of the dwellings in that phase.	£109,457	ADC	Towards pitch and changing room improvements Westmeads recreation ground.	N/A	Ten (10) years of the date of receipt of the Contribution.
MUGA Contribution	Staged payments of 33%, 33% and 34% of the total contribution for each phase prior to occupations of 33%, 66% and 100% of the dwellings in that phase.	£33 per dwelling (total contribution of £13,333 for a scheme of 400 dwellings)	ADC	Towards the installation of fencing around the existing MUGA at Aviaford Recreation Ground.	N/A	Ten (10) years of the date of receipt of the Contribution.

NON-FINANCIAL Obligation Summary	Trigger Point	Due To (ADC, WSCC, Other)	Department/Officer to Confirm Compliance
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Widening works to all arms of the B2166 junction with the B2145 – Proposed widening of the three approaches to the junction in accordance with drawing no. 1616/13/E	Prior to the occupation of the 100 th dwelling.	WORKS	WSCC/ADC
Whyke Hill Junction Contribution Agreement - means a Highways Agreement under section 38 and/or section 278 of the Highways Act 1980 or such other enabling powers as may be appropriate having regard to the item of highways works in question between the Owners and/or the Developer and Highways England which secures the payment of the Whyke Hill Junction Contribution to Highways England	Prior to the commencement of the development.	Highways England	ADC
Public Open Space Scheme – establishing the provision of public open space and play provision. To incorporate 1 no. LEAP featuring 6 play experiences and 1 no. enhanced LEAP consisting of 8 pieces of play experiences. Including submission of a 25 year management plan for the open space, setting out the costed prescriptions for delivering appropriate public access and providing clear commitments from appropriately qualified operators to implement the prescriptions.	Prior to the commencement of development.	ADC	ADC
TO BE CONFIRMED (subject to Natural England consultation response) Brent Geese Precautionary Measures – • Delivery of habitat enhancements for Brent Geese on land contained within a mitigation area to the west of the Application Site; • Management of field boundary vegetation, associated with specific adjoining fields in a wider mitigation area, to enhance sight lines for Brent Geese, making this field matrix more suited to use by them; • Cessation of scaring initiatives on mitigation land; • All proposed measures to be the subject of a detailed management plan; and • Proposed measures to be the subject of a legal agreement ensuring that the mitigation is secured in perpetuity.	Prior to commencement of development.	Works	ADC
Primary School Land – from the date of grant of planning permission for a period of 10 years the owners will: • Set aside and fence off the Primary School Land. • Permit the County Council or their nominated authorised agents.	From the date of grant of planning permission.		WSCC

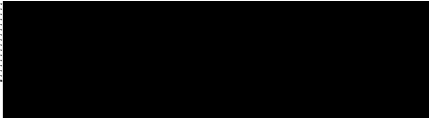
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licensees and third parties to have access to the primary school land to undertake surveys which are reasonably required to prepared for the development for the proposed new primary school.

• In the event that the County Council serves a primary school land call notice the owners will transfer the freehold estate of the primary school land to the County Council for £1 as soon as reasonably practicable.

COMPLETION REPORT

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

Seal Register Number:	Date of Agreement (or <u>original deed/agreement</u> if this is a variation/supplemental):
272/2018	22.11.2018
Statement completed by: (Legal Officer)	
	

Please distribute completed statement to: The Planning Officer, Sue Dudley (Deed Store), Ros Bentley (S108 Monitoring Officer), Nicola Spencer (Planning) and landcharges@arun.gov.uk

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