[redacted]

From: Amanda Scholes on behalf of Planning.Responses
Sent: 24 June 2019 12:09
To: Planning Scanning
Subject: FW: P/58/15/OUT, P/125/14/PL, P/25/17/OUT, P/134/16/OUT, P/6/17/OUT and P/30/19/OUT
Attachments: implementation review report P12514PL.pdf

Amanda Scholes | Receptionist, Department, Arun District Council | Location: Ground Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF
[redacted]
Visit Arun's web site at www.arun.gov.uk Save the environment - think before you print.

From: Simon Davis
Sent: 24 June 2019 12:05
To: Planning.Responses <Planning.Responses@arun.gov.uk>
Subject: P/58/15/OUT, P/125/14/PL, P/25/17/OUT, P/134/16/OUT, P/6/17/OUT and P/30/19/OUT

[redacted]

Kind Regards

Simon J Davis MRTPI | Principal Planning Officer, Planning Department, Directorate of Place, Arun District Council | Location: Planning, First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF
[redacted]
Please note that I typically work from home on Thursdays when I am unreachable on my work phone

Visit Arun's web site at www.arun.gov.uk Save the environment - think before you print.

From: paul collins [redacted]
Sent: 21 June 2019 15:14
To: Simon Davis [redacted] Neil Crowther <[redacted]>; David Easton [redacted] Daniel Vick [redacted] Cllr. David Huntley [redacted] June Hamilton [redacted] Cllr. Martin Lury [redacted]; Planning.Responses
Subject: FW: P/58/15/OUT, P/125/14/PL

Dear All
I attach a copy of my report to Pagham Parish Council regarding whether or not the Planning permission granted under P/125/14PL has been lawfully implemented in accordance with the permission granted and if not whether or not the development on this site can be considered to benefit from the permission granted as I promised in our e mail exchange copied below.

What my clients (Pagham Parish Council) decide to do with this report and the extent to which they wish to pursue the unlawful implementation of P/125/14 PL in terms of the conditions and S106 Planning Obligations that it suggests with ADC/WSCC Officers, ADC ward members/Cabinet member for Planning and/or Dawn Hall as the

W5CC Member is a matter for them but it seems to me that given their responsibilities and the public interest in such matters they are entitled to do so vigorously and I understand that they have every intention of doing so (particularly given your dismissive response to my preliminary enquiries on their behalf) and I therefore provide this report to those identified as a matter of courtesy.

Please can you place a copy of this e mail and the enclosure on the following currently undetermined application/Appeal web files P/25/17 OUT, P/134/16 OUT, P/6/17 OUT, P/30/19OUT as well as those listed in the heading so that Pagham residents with an interest can assess for themselves the extent to which they can/should have confidence in and/or trust the ADC Planning service with regard to such matters.
Thanks
Paul Collins BA (Hons) DipTP MRTPI
[redacted]

RTPI
Chartered Town Planner

From: paul collins[redacted]
Sent: Monday, June 17, 2019 12:21 PM
To: 'Simon Davis' [redacted]
Cc: 'Karl Roberts' [redacted]; 'Neil Crowther [redacted]; 'David Easton' [redacted] Daniel Vick [redacted]; 'Cllr. June Hamilton' [redacted] Cllr. David Huntley' [redacted] 'Planning.Responses' [redacted]
Subject: RE: P/58/15/OUT, P/125/14/PL

Dear All

Thank you for you for your response below which is (regrettably) as unhelpful as I have been forced to anticipate would be the case.

You clearly have no intention of proactively monitoring compliance or otherwise with the conditions/s106 planning obligations imposed/negotiated on these outline and detailed planning permissions for housing granted in Pagham or for that matter working with me in order to demonstrate that officer assertions regarding the ability of same to make otherwise unacceptable developments in Pagham acceptable can be trusted or helping to restore some much needed local community trust and confidence in the ADC Planning service generally.

However, I will now provide a review and update for my clients, the ADC Ward members and Pagham residents and advise that ADC officers have no interest in such matters and that they should proceed accordingly.

Paul Collins BA (Hons) DipTP MRTPI
[redacted]

RTPI
Chartered Town Planner

From: Simon Davis [redacted]
Sent: Monday, June 10, 2019 1:27 PM
To: paul collins [redacted]
Cc: Karl Roberts [redacted] Neil Crowther [redacted]; David Easton [redacted] Daniel Vick [redacted] Cllr. June Hamilton [redacted] Cllr. David Huntley [redacted] Planning.Responses [redacted]
Subject: RE: P/58/15/OUT, P/125/14/PL

Dear Mr Collins,

If you have concerns regarding the lawful implementation of P/125/14/PL then please submit your concerns as a enforcement complaint and we will investigate the matter to determine whether any breach of the planning permission has taken place. Please see our webpage here: https://www.arun.gov.uk/planning-compliance.

Kind Regards

Simon J Davis MRTPI | Principal Planning Officer, Planning Department, Directorate of Place, Arun District Council |
Location: Planning, First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF
[redacted]
Please note that I typically work from home on Thursdays when I am unreachable on my work phone

Visit Arun's web site at www.arun.gov.uk Save the environment - think before you print.

From: paul collins [redacted]
Sent: 08 June 2019 16:27
To: Simon Dav[redacted]
Cc: Karl Rober[redacted] Neil Crowther [redacted]; David Easton [redacted] Daniel Vick [redacted] Cllr. June Hamilton [redacted] Cllr. David Huntley [redacted] Planning.Responses
Subject: FW: P/58/15/OUT, P/125/14/PL

Mr Davis

You will recall our e mail exchanges in November 2018 (copied below) in respect of these permissions which was not satisfactorily concluded at the time.

As you will be aware from the unmade Pagham Neigbourhood Plan and their representations at the date of the applications themselves, Pagham Parish Council are not opposed to these developments subject to their successful implementation in accordance with the relevant planning permissions, conditions and the related S106 Planning Obligations and have, therefore, asked me to review and update them as to the implementation of both these approved developments in these regards particularly as given the difficulties relating to the strategic sites in Pagham these are the only major sites likely to be delivering houses in Pagham over the next 5 – 10 years.

In order to meet that request I have reviewed the information available to me on all the files you highlighted previously and as I suggested in my November 2018 e mail it is very apparent to me that dwellings the subject of P/125/14 PL may have been completed and occupied in breach of its conditions and its related S106. I am also aware that submission of reserved matters applications are imminent with regard to P/58/15 OUT and that you are currently considering P/52/19/PO presumably as a precursor to that submission and I think it would be helpful to us all if we can head of any issues before they arise. Therefore it occurs to me that it might be a matter of mutual benefit for you and I to meet and discuss these concerns on an informal basis so that I can then advise my client Council. I am about to leave for a holiday in Greece for a week and will not return to England until the W/C 17/6 but would be grateful if you could consider my request and let me know asap on my return whether or not you are able to meet and if so some suggested times and dates in June or early July.

Thank you

Paul Collins BA (Hons) DipTP MRTPI
[redacted]
RTPI
Chartered Town Planner

From: paul collins [redacted]
Sent: Saturday, November 17, 2018 3:01 PM
To: 'Simon Davis' [redacted]
Cc: 'Karl Roberts' [redacted] Neil Crowther' [redacted]; 'David Easton' [redacted] 'Daniel Vick' [redacted]; 'Planning.Responses' [redacted]
Subject: RE: P/58/15/OUT, P/125/14/PL and P/140/16 OUT

Mr Davis
Can I suggest that you actually read the decision notice for P/125/14 PL, look at those files you list and read the S106 (which I have) and reconsider your response. It seems to me that a number of breaches of the controlling conditions and S106 may have already occurred particularly as the applications you list whilst considering and approving details do not confirm pre commencement actions that were necessary and my client wishes to know what ADC intends to do so as to enforce those conditions/S106 because this is material to the determination of P/140/16 OUT.

Further given the relationship between these two sites (see the footpath clause in the S106) and the fact that the cumulative impacts of these 140 dwellings together with the 400 proposed under P/140 16 OUT on the SPA and traffic in the locality and elsewhere has not been considered or assessed I am surprised to note that Hanbury have not advised when they intend to implement their schemes.

Once again I would suggest that this is yet another reason why P/140/16 OUT should be returned to the DCC for reconsideration before a decision is issued as the point at which Hanburys two sites will actually deliver housing as part of the District wide supply is a material consideration not so far considered.
Thanks
Paul Collins BA (Hons) DipTP MRTPI
[redacted]

RTPI
Chartered Town Planner

From: Simon Davis [redacted]
Sent: Friday, November 16, 2018 10:39 AM
To: 'paul collins [redacted]>
Cc: Karl Robert [redacted] Neil Crowther [redacted] David Easton [redacted] Daniel Vick [redacted]
Subject: RE: P/58/15/OUT and P/125/14/PL

Dear Mr Collins,

All of the information that you ask for in respect of P/125/14/PL is available on our website under references:

P/19/18/DOC (Re-discharge of condition 07)
P/1/18/DOC (Conditions 10, 14, 15, 16, 18, 21, 22, 26, 31)
P/116/17/DOC (Conditions 7, 8, 9, 17)
P/92/17/DOC (Conditions 32 & 37)
P/33/17/DOC (Conditions 34, 35 & 36)

In short, all pre-commencement and pre-occupation conditions have been discharged.

ADC and the developer will also fulfil their duties in respect of the legal Agreement.

As regards P/58/15/OUT, I am not aware of any timescales for a reserved matters submission.

Kind Regards

Simon J Davis MRTPI | Principal Planning Officer, Planning Department, Directorate of Place, Arun District Council |
Location: Planning, First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF
[redacted]
Please note that I typically work from home on Thursdays when I am unreachable on my work phone

Visit Arun's web site at www.arun.gov.uk Save the environment - think before you print.

From: paul collins [redacted]
Sent: 14 November 2018 14:03
To: Karl Roberts; Neil Crowther; David Easton; Simon Davis; Planning.Responses
Subject: P/58/15/OUT and P/125/14/PL

Mr Davis

I act for Pagham Parish Council in this matter.

I refer to the above outline and detailed planning permissions both of which are subject to S106 Agreements and pre commencement conditions.

It is noted that development pursuant to detailed planning permission P/125/14 PL has now commenced and is nearing completion with first occupation likely to be imminent. Therefore my client requests that ADC confirms whether or not all pre commencement conditions have been complied with and whether or not ADC and the other parties have or will fulfill their obligations under the agreement.

My client also asks that in view of the fact that P/58/15/OUT was granted to Hanbury Properties whether or not ADC is aware or been advised when the reserved matters are likely to be submitted in respect of the OPP granted.

As you know although not referenced in the Officer reports, both these planning permissions and when (and/or whether) they will deliver the 140 houses proposed in accordance with conditions and S106 Agreements are material considerations with regard to applications P/6/17 OUT, P/140/16 OUT and P/134/16 OUT as part of the ongoing debates regarding the cumulative impacts of development in Pagham on the Pagham Harbour SPA and the wider transport network/junctions in Chichester District and the lawfulness and enforceability of S106/Conditions debate but do not seem to have been considered thus far.

Therefore please put this e mail and any response on these files for future reference if required.
Thanks
Paul Collins BA (Hons) DipTP MRTPI
[redacted]
RTPI
Chartered Town Planner

http://www.arun.gov.uk
DX 57406 Littlehampton
You can view Arun District Council's Privacy Policy from http://www.arun.gov.uk/privacy-policy

Important Notice This e-mail is intended exclusively for the addressee and may contain information that is confidential and/or privileged. If you are not the intended recipient (or authorised to receive it for the addressee), please notify the sender and delete the e-mail immediately; using, copying, or disclosing it to anyone else, is strictly prohibited and may be unlawful. Any views, opinions or options presented are solely those of the author and do not necessarily represent those of Arun District Council. The information in this e-mail may be subject to public disclosure under the Freedom of Information Act 2000, therefore we cannot guarantee that we will not provide the whole or part of this e-mail to a third party. The Council reserves the right to monitor e-mails in accordance with relevant legislation. Whilst outgoing e-mails are checked for viruses, we cannot guarantee this e-mail is virus-free or has not been intercepted or changed and we do not accept liability for any damage caused. Any reference to "e-mail" in this disclaimer includes any attachments.
****

http://www.arun.gov.uk
DX 57406 Littlehampton
You can view Arun District Council's Privacy Policy from https://www.arun.gov.uk/privacy-policy

Important Notice This e-mail is intended exclusively for the addressee and may contain information that is confidential and/or privileged. If you are not the intended recipient (or authorised to receive it for the addressee), please notify the sender and delete the e-mail immediately; using, copying, or disclosing it to anyone else, is strictly prohibited and may be unlawful. Any views, opinions or options presented are solely those of the author and do not necessarily represent those of Arun District Council. The information in this e-mail may be subject to public disclosure under the Freedom of Information Act 2000, therefore we cannot guarantee that we will not provide the whole or part of this e-mail to a third party. The Council reserves the right to monitor e-mails in accordance with relevant legislation. Whilst outgoing e-mails are checked for viruses, we cannot guarantee this e-mail is virus-free or has not been intercepted or changed and we do not accept liability for any damage caused. Any reference to "e-mail" in this disclaimer includes any attachments.
****

Paul Collins BA (Hons) Dip TP MRTPI
Chartered Town Planner

Review report for Pagham Parish Council regarding the implementation of detailed Planning permission: P/125/14 PL

Background

This development has now been undertaken and it is understood that the dwellings are now occupied so the purpose of this review and update is to assess[1] whether or not the Planning permission has been lawfully implemented[2] in accordance with the permission granted and if not whether or not the development on the site can be considered to benefit from the permission granted.

Effective enforcement is important to maintain public confidence in the planning system. Enforcement action is discretionary, and local planning authorities should act proportionately in responding to suspected breaches of planning control. They should consider publishing a local enforcement plan to manage enforcement proactively, in a way that is appropriate to their area. This should set out how they will monitor the implementation of planning permissions, investigate alleged cases of unauthorised development and take action where appropriate. ***Paragraph 58 NPPF 2019***

The e mail exchanges at Appendix 2 explain my unsuccessful efforts to clarify and resolve these important matters through a positive and proactive dialogue with the ADC Case Officer et al before writing this report.

Compliance or otherwise with the conditions imposed on the permission granted on 30/6/2016.

"When used properly, conditions can enhance the quality of development and enable development proposals to proceed where it would otherwise have been necessary to refuse planning permission, by mitigating the adverse effects of the development. The objectives of planning are best served when the power to attach conditions to a planning permission is exercised in a way that is clearly seen to be fair, reasonable and practicable. It is important to ensure that conditions are tailored to tackle specific problems, rather than standardised or used to impose broad unnecessary controls" **NPPG Paragraph: 001 Reference ID: 21a-001-20140306.**

"Section 70(1) (a) of the Act[3] enables the local planning authority in granting planning permission to impose "such conditions as they think fit". This power must be interpreted in light of material factors such as the National Planning Policy Framework, this supporting guidance on the use of conditions, and relevant case law". **NPPG *Paragraph: 002 Reference ID: 21a-002-20140306***

Paragraph 54 of the National Planning Policy Framework states "Local planning authorities should consider whether otherwise unacceptable development could be made acceptable through the use of

[1] Based on the information available to me on the public files

[2] The Courts have held that a planning permission may only be considered to have been lawfully implemented if the development permitted by the permission was undertaken in accordance with the conditions imposed.

[3] The main powers relating to local planning authority use of conditions are in sections 70, 72, 73, 73A, and Schedule 5 of the Town and Country Planning Act 1990.

conditions. Paragraph 55 of the National Planning Policy Framework states "Planning conditions should only be imposed where they are:

Necessary; relevant to planning and; to the development to be permitted; enforceable; precise and; reasonable in all other respects.

The policy requirement above is referred to in this guidance as the 6 tests

NPPG Paragraph: 003 Reference ID: 21a-003-20140306

There were 37 conditions imposed in this case (See decision notice at Appendix 1 for numbering and wording) and I assume that these were imposed by ADC on the basis that they considered that they were all necessary so as to make this otherwise unacceptable development acceptable and that they all met the relevant each of the 6 policy tests set out in the NPPG quoted.

My comments regarding compliance or otherwise with the conditions are set out in the Table below/overleaf.

Condition Number/description	Compliance comment
1. Standard time limit condition. Development must be begun before 30/6 19.	The development was begun in 2018 in compliance with this condition but the precise date is unknown.
2. Standard Plans condition. Development must be undertaken in accordance with the 43 plans specified.	The 43 Plans detailed in the condition were amended and a further 17 plans were added by virtue of the NMA decision under Council ref: P/91/17. **(Appendix 2)** There is no evidence on the file that any check has been made on site by ADC Officers to establish whether or not the development was undertaken/completed in accordance with the approved plans so compliance or otherwise is unknown.
3. No windows. (other than those shown on the plans hereby approved shall be constructed in the first floor flank elevations of the dwellings .....etc.	No applications pursuant to this condition have been made but there is also no evidence on the file that any check has been made on site by ADC Officers to establish whether or not the development was undertaken/completed in accordance with the approved plans so compliance or otherwise is unknown.
4 This condition also specifies particular windows type/glazing for particular bathrooms/en suites in particular dwellings and appears to have two parts. Part 1 requires that the specified windows are installed and part 2 requires that they are then permanently glazed with obscure glass and fixed to be non-opening or top vent opening only.	There is no evidence on the file that any check has been made on site by ADC Officers to establish whether or not the development was undertaken/completed in accordance with the Condition as a pre requisite for ensuring that future occupiers comply with the 2nd part of the condition.
Conditions 5 and 6 remove specified householder permitted development rights and require occupiers to make planning applications for express planning permission to undertake such works.	Compliance or otherwise is the responsibility of all future occupiers of the houses and is ongoing in perpetuity. Whether or not future occupiers comply remains to be seen.
Condition 7. This condition has 3 parts. Part 1 states that no development beyond DPC is undertaken before the details specified in part 2 are submitted. Part2 specifies the details to be submitted for approval and part 3 requires that the details so approved are then used in the construction of the buildings.	The required "statement of detail" was submitted to ADC on 16/2/18 but whether or not this was before or after dpc level is unknown. The details approved under Council ref: P/19/18 DOC on 23/4/18 did not include all those specified in part 2 and whether or not they were used in the construction of the buildings in compliance with Part 3 of the condition is unknown.
Condition 8 has 3 parts. Part 1 requires that at least 10% of the energy supply of the development shall be secured from decentralised and renewable or low-carbon energy sources. Part 2 requires details of a timetable for how this is to be achieved prior to commencement of the development including details of physical works on site to be submitted and approved in writing by the LPA and	The developer submitted a scheme, timetable and details for the installation of air source heat pumps (ASHPs) for each dwelling to meet this condition under Council ref: P/116/17 DOC on 24/10/17. The use of ASHPs do not address part 1 of the condition as they do not demonstrate how or when 10% of the energy supply of the development shall be secured from decentralised and renewable or low-carbon energy sources. Whilst AHSPs are energy efficient in terms of their use of

part 3 requires that the approved details are implemented in accordance with the approved timetable and retained as operational thereafter.	electricity supplied from the grid this does not address the purpose and intent of part 1 of the condition. Therefore the ADC Officer decision to approve this scheme to discharge parts 1 and 2 of this condition on 14/2/2018 was fallacious and compliance with same remains unresolved and the development has been implemented and the dwellings occupied without compliance with this condition.
Condition 9 has 3 parts. Part 1 requires the submission of a strategy for the delivery of the highest available headline speed of broadband provision to future occupants of the site to be submitted to and approved in writing by the Local Planning Authority. Part 2 specifies what that strategy must take into account and what it must seek to ensure and Part 3 specifies the basis on which the approved strategy shall be implemented.	A strategy to meet this condition was submitted to and approved under Council ref: P/116/17 DOC on 14/2/2018. The submitted strategy comprised an e mail from BT Open reach enclosing a standard (but unsigned) agreement for the provision of broadband infrastructure by way of either copper or fibre optic cables which clearly does represent the level of information required to discharge part 1 or part 2 of the condition or a basis for assessing compliance with part 3 of the condition. Therefore the ADC Officer decision to approve this scheme to discharge parts 1 and 2 of this condition on 14/2/2018 was fallacious, compliance with same remains unresolved and the development has been implemented and the dwellings occupied without compliance with this condition.
Condition 10 has 2 parts. Part 1 requires that none of the dwelling houses shall be occupied until refuse and recycling bins have been provided and space has been laid out for the storage of such in relation to that dwelling in accordance with approved details and part 2 requires that thereafter these areas shall not be used for any purpose other than the storage of refuse and recycling bins.	Details were submitted to and approved under Council ref: P/1/18 DOC on 25/4/18 by way of the bin storage locations as shown on Drawing no: 108-16-112 "Refuse and Cycling Storage Strategy" and the elevations of the bin & cycle store for the apartment building as shown on Drawing 108-16-509 Rev B "External Works Details". However whether or not such provisions were provided before dwelling houses were occupied or at all is unknown and neds to be checked on site. Part 2 of the condition is totally unenforceable. Is the LPA really going to enforce a requirement that individual occupiers and house owners use such storage areas within their properties and/or by way of sheds in their gardens solely for the purposes specified?
Condition 11 requires that the development not be commenced until the access to Pagham Road and the removal of a layby on Pagham Road to the south of proposed access point has been implemented In accordance with the approved planning drawings and the approved WSCC Highways specifications	The condition does not specify to which of the 60 "approved planning drawings" it relates and this cannot be fathomed from the list at condition 2 either. The "approved WSCC Highways specifications" are also a mystery. However, I am advised that the access to Pagham Road has not been undertaken in accordance with the condition in any case.
13. The development ·shall not be occupied until car parking has been provided in accordance with the approved planning layout. It shall thereafter be solely used for the purposes of the parking of cars	Compliance or otherwise with this condition is unknown.
14. The development shall not be occupied until details of the measures to ensure that the 4 proposed visitor parking spaces at the eastern end of the site are promoted to and available for general public use; are submitted to and approved by the local planning authority. The approved measures shall thereafter be implemented and permanently retained/maintained.	Details were submitted to and approved under Council ref: P/1/18 DOC on 25/4/18 on the understanding that the approved sign plate will be implemented in accordance with the approved details and thereafter permanently retained. Whether or not it was implemented is unknown and whether or not it will be permanently retained remains to be seen.
15. The development, hereby approved, shall not be occupied until provision has been made within the site in accordance with details to be submitted to and approved by the Local Planning Authority after consultation with the Highway Authority to prevent surface water draining onto the public highway.	Details were submitted to and approved under Council ref: P/1/18 DOC on 25/4/18 on the understanding that the sections of road to be offered for adoption will be implemented in accordance with the approved drawings. Whether or not they were so implemented is unknown.
16 The development, hereby approved, shall not be occupied until a scheme for street lighting has been provided in accordance with plans and details to be submitted to and approved by the Local Planning Authority	A scheme was submitted to and approved under Council ref: P/1/18 DOC on 25/4/18 on the understanding that the developer would implement the lighting in accordance with the approved details. Whether or not it was implemented is unknown.
17. Prior to development commencing, a Construction Management Plan shall be submitted to and be approved in writing by the Local Planning Authority after	A Plan to meet this condition was submitted to and approved under Council ref: P/116/17 DOC on 14/2/2018 on the understanding that the site would be set up and managed during

consultation with the Highway Authority. This shall require the applicant and contractors to minimise disturbance during demolition and construction and will include (but not be limited to) details of the following information for approval: **· the phased programme of construction works;** **· the means of access and road routing for all construction traffic associated with the development;** **· provision of wheel washing facilities and details of their operation and location;** **· Details of street sweeping;** **· construction working times including delivery times;** **· details of a means of suppressing dust arising from the development;** **· details of all proposed external lighting to be used during construction;** **· details of areas for the loading, unloading, parking and turning of vehicles associated with the construction of the development;** **· details of areas to be used for the storage of plant and materials associated with the development;** **· details of the temporary construction site enclosure to be used throughout the course of construction (including access gates).** **· Contact details for the site contractor, site foreman and CDM co-ordinator (including out- of-hours contact details).** **· Evidence of consultation with neighbours prior to works commencing.** **· Details of any temporary traffic management that may be required to facilitate the development including Chapter 8 traffic signage.** **Details of how measures will be put in place to address any environmental and/or highway problems arising from any of the above shall be provided. A named person shall be appointed by the applicant to deal with complaints, shall be available on site and their contact details (including out-of-hours and offsite contact details) made known to all relevant parties.**	construction in accordance with the approved details. Whether or not it was is unknown.
18. The development shall not be occupied until cycle parking has been provided in accordance with plans to be submitted to and approved by the Local Planning Authority. It shall, thereafter, be maintained solely for the purpose of the parking of bicycles.	A scheme was submitted to and approved under Council ref: P/1/18 DOC on 25/4/18 on the understanding that the cycle storage sheds and the combined bin & cycle store for the apartment building will be provided in accordance with the agreed details and thereafter permanently retained. Whether or not it was implemented is unknown and whether or not it will be permanently retained remains to be seen.
19. The garage buildings shall be used only as private domestic garages for the parking of vehicles incidental to the use of the properties as dwellings and for no of other purposes.	It remains to be seen whether or not future occupiers comply and/or whether or not ADC can and/or will enforce the condition if they do not
20. The burning of materials. obtained by Site clearance or any other source shall not take place within 6 metres of the canopy of any tree or group of trees to be retained on the site or land adjoining.	Whether or not this condition was complied with during construction is unknown.
21. No development above damp proof course (DPC) level shall take place until there has been submitted to, and approved by, the Local Planning Authority, a landscaping scheme including details of hard and soft landscaping and details of existing trees and hedgerows to be retained. The approved details of the landscaping shall be carried out in the first planting and seeding season, following the occupation of the buildings or the completion of the development, whichever is the sooner, and any trees or plants which, within a period of five	A scheme was submitted to and approved under Council ref: P/1/18 DOC on 25/4/18 on the understanding that the hard & soft landscaping will be implemented in accordance with the approved details and retained thereafter. In particular, the soft landscaping shall be carried out in the first planting season, following occupation of the buildings or the completion of the development whichever is sooner. Whether or not it was is unknown.

years from the completion of development, die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.	
22. No development above damp proof course (DPC) level shall take place until the details of any proposed screen walls/fences have been submitted to and approved by the Local Planning Authority and no dwellings/buildings shall be occupied until such screen Walls/fences associated with them have been erected.	A scheme was submitted to and approved under Council ref: P/1/18 DOC on 25/4/18 on the understanding that the new fences and walls will be permanently retained. Whether or not the approved scheme was implemented is unknown and It remains to be seen whether or not future occupiers comply and/or whether or not ADC can and/or will enforce the condition if they do not.
23. All of the proposed works to trees as set out in the submitted Arboricultural Assessment by Sapling Arboricultural ltd shall be carried out in accordance with the following :	Compliance or otherwise is unknown.
24. No tree roots with a diameter of over 25mm shall be removed other than with the written consent of the LPA and under the supervision of the Council's Arboricultural Officer.	Compliance or otherwise is unknown
25. No development including site access, demolition or associated construction activities shall take place on the site unless and until the tree retention and protection scheme as described within the submitted Arboricultural Assessment by Sapling Arboricultural ltd is in place for all retained trees whose root protection areas fall within the construction zone from neighbouring land. The tree protection fencing shall ten be checked on site by the Council's Arboricultural Officer. All tree, protection works shall be in accordance with BS 5637:20012 "Trees in relation to construction and shall be retained for the duration and shall be retained for the duration of the development works.	Compliance or otherwise is unknown
26. No external lighting shall be installed on the site until plans showing the type of light appliance, the height and position of fitting, illumination levels and light spillage have been submitted to and approved in writing by the Local Planning Authority. The scheme should also minimise potential impacts to any bats using the trees, hedgerows and buildings by avoiding unnecessary artificial light spill through the use of directional light sources and shielding. The lighting approved shall be installed and shall be maintained in accordance with the approved details.	A scheme was submitted to and approved under Council ref: P/1/18 DOC on 25/4/18 on the understanding that the developer would implement the lighting in accordance with the approved details. Whether or not the approved details were so implemented is unknown.
27. No demolition works shall take place lo the property known as 251 Pagham Road unless a licensed ecologist is present on the site to supervise the works.	Compliance or otherwise is unknown
28 & 29 are prescriptive conditions which detail what would take place so as to protect the reptile population on the site.	On 19/7/17 an application for variation of condition no's 28 & 29 imposed for the relocation of reptiles to an offsite receptor site was refused by ADC members (contrary to Officer advice) (Council ref: P/48/17 PL). It is clear from the e mail exchanges in April 2019 copied at Appendix 4 that breaches of the conditions have occurred and that ADC officers have no current intention to investigate or enforce the conditions as worded.
30. No development including site access, demolition or associated construction activities shall take place on the site unless and until a badger survey has been undertaken in order to ensure that badgers are not using the site. If a badger set Is found on the site, then the applicants shall provide a mitigation strategy to the LPA for approval in consultation with Natura England.	There is no evidence on the files that this condition was complied with.
31. Prior to first occupation of any of the dwellings hereby permitted, a scheme shall be submitted for approval by the local planning authority, in consultation	A scheme was submitted to and approved under Council ref: P/1/18 DOC on 25/4/18 in the following terms: *"Arun District Council have decided to APPROVE details reserved by this condition. The submitted details in respect of the proposed*

with Natural England which details a proposed on-site dog walking route and an on-site dog off lead exercise area. Both of these measures shall then be implemented in accordance with the approved plans and retained thereafter.	*on-site dog walking route & an on-site dog off lead exercise area, namely landscape drawings 1896-TF-00-00-DR-L-3002 PO4; 1896-TF-00-* *00-DR-L-3001 PO4; 1896-TF-00-00-DR-L-1002 PO5; 1896-TF-00-00-DR-L-1001 PO3 and drawing 1896-TF-00-00-DR-L-1003 "Dog Walking Provision" have all been assessed by our Landscape Officer and Ecologist and are considered to represent an acceptable solution. It is noted that the 1003 drawing indicates the extent of the dog walking provision enclosed by a timber knee rail fence and that information for residents will be added to the signage panel placed in the public open space.* *The condition is therefore fully discharged insofar as the submission of details relates and on the understanding that the on-site dog walking route & an on-site dog off lead exercise area will be implemented in accordance with the approved details and permanently retained* *Thereafter".* The details were not approved in consultation with Natural England and whether or not they were implemented as approved is unknown.
32. No development shall take place within the site, until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Planning Authority.	A scheme was submitted to and approved under Council ref: P/92/17 DOC on 31/10/17 but whether or not it was actually implemented in accordance with the condition is unknown.
33. The construction of Plot 1 must be carried out .....etc.	Compliance or otherwise is unknown
34. Development shall not commence until full details of the proposed surface water drainage scheme have been submitted to and approved in writing by the Local Planning Authority. .....etc	A scheme was submitted to and approved under Council ref: P/33/17 DOC on 19/4/17 in the following terms: *"Arun District Council have decided to APPROVE details reserved by this condition. The details submitted in respect of the proposed surface water drainage scheme, namely the following have been appraised by the Councils Drainage Engineers, are considered to be acceptable and satisfy the requirements of the condition.* *Dwg. 500-10 Rev A "Engineering Details - Water Monitoring" including "Pagham Road - Groundwater level Monitoring";* *Dwg. 500-03 Rev A "Engineering Details - Surface Water Drainage Strategy";* *Dwg. 503-01 "Rev A Engineering Details - Longitudinal Sections"; and* *Micro Drainage Sheets December 2016 including "ES Sheet Existing Site Discharge".* *The condition is therefore fully discharged insofar as the submission of details relates and on the understanding that the surface water drainage scheme will be implemented in accordance with the approved scheme and permanently retained in good working order thereafter".* Whether or not it has been implemented as approved and what measures are in place to retain the scheme in "good working Order" are unknown.
35. The development shall not proceed until formal consent has been approved in writing from the Lead Local Flood Authority (WSCC) or its agent (ADC) for the discharge of any flows to watercourses, or the culverting, diversion, infilling or obstruction of any watercourse on the site.	A scheme was submitted to and approved under Council ref: P/33/17 DOC on 19/4/17 in the following terms: *"Arun District Council have decided to APPROVE details reserved by this condition. The details submitted in respect of the drainage outfalls namely Drawing ES1662-500-04 Rev B have been appraised by the Councils Drainage Engineer, are considered to be acceptable and satisfy the requirements of the condition. The condition is therefore fully discharged insofar as the submission of details relates and on the understanding that the drawing will be implemented without deviation".* There is no evidence on the file that formal consent was granted in those terms set out in the condition and the Lead Local Flood Authority (WSCC) was not consulted. Whether or not the approved scheme was implemented (without deviation) is unknown.

36. Development shall not commence until full details of the maintenance and management of the SUDs system is set out in a site-specific maintenance manual and submitted to, and approved in writing, by the Local Planning Authority. The manual is to include details of Financial management and arrangements for the replacement of major components at the end of the manufacturers recommended design life. Upon completed construction of the SuDs System, the owner or management company shall strictly adhere to and implement the recommendations contained within the manual.	Details were submitted and approved under Council ref: P/33/17 DOC on 19/4/17 in the following terms: *"Arun District Council have decided to APPROVE details reserved by this condition. The details submitted in respect of the drainage maintenance manual namely the ES1662/SUDS "SuDS Operations & Maintenance Manual" (27/03/17) has been appraised by the Councils Drainage Engineers, is considered to be acceptable and satisfies the requirements of the condition.* *The condition is therefore fully discharged insofar as the submission of details relates and on the understanding that the site specific drainage will be maintained in accordance with the approved scheme".* The approved manual contains no details of "*Financial management and arrangements for the replacement of major components at the end of the manufacturers recommended design life"* crucial to ongoing maintenance and whether or not it has been implemented as approved is unknown.
37. The development layout shall not be agreed until such time that arrangements for the future access and maintenance of any watercourse or culvert (piped watercourse) crossing or abutting the site has been submitted and approved in writing by the Local Planning Authority. No construction is permitted, which will restrict current and future land owners from undertaking their riparian maintenance responsibilities of any watercourse on or adjacent to the site.	The layout of the development was approved as part of the application itself (it was a detailed PP and layout was not reserved) but further details were submitted and approved under Council ref: P/92/17 DOC on 19/4/17 in the following terms: *"Arun District Council have decided to APPROVE details reserved by this condition. The details submitted in respect of this condition, namely the relevant content within the "SuDS Operations & Maintenance Manual" by Escher Silverman (27/03/17 - ref ES1662/SUDS) is considered to be acceptable and satisfies the requirements of the condition. It is also noted that there will be access to the ditch from the land on the other side. The condition is therefore fully discharged insofar as the submission of details relates and on the understanding that no construction or boundaries will restrict current & future land owners from undertaking their riparian maintenance responsibilities of any watercourse on or adjacent to the site".* The "SuDS Operations & Maintenance Manual" by Escher Silverman (27/03/17 - ref ES1662/SUDS) does not contain any information relating to the arrangements for the "*future access and maintenance of any watercourse or culvert (piped watercourse) crossing or abutting the site"* which is the subject of the condition and given that the ditch and the land on the other side is not within the control of the developer of this site breaches of the condition have occurred and the issues which necessitated the condition remain unresolved.

The S106 Planning Obligations

The relevant Planning Practice Guidance in this case is set out below and overleaf:

"Planning obligations are legal obligations entered into to mitigate the impacts of a development proposal.

This can be via a planning agreement entered into under section 106 of the Town and Country Planning Act 1990 by a person with an interest in the land and the local planning authority; or via a unilateral undertaking entered into by a person with an interest in the land without the local planning authority.

Planning obligations run with the land, are legally binding and enforceable. A unilateral undertaking cannot bind the local planning authority because they are not party to it.

Planning obligations are also commonly referred to as 'section 106', 's106', as well as 'developer contributions' when considered alongside highways contributions and the Community Infrastructure Levy". ***NPPG Paragraph: 001 Reference ID: 23b-001-20190315***

Planning obligations assist in mitigating the impact of unacceptable development to make it acceptable in planning terms. Planning obligations may only constitute a reason for granting planning permission if they meet the tests that they are necessary to make the development acceptable in planning terms, directly related to the development, and fairly and reasonably related in scale and kind. These tests are set out as statutory tests in the Community Infrastructure Levy Regulations 2010 and as policy tests in the National Planning Policy Framework. ***NPPG Paragraph: 002 Reference ID: 23b-002-20190315 and Paragraph 56 NPPF.***

"Developers may be asked to provide contributions for infrastructure in several ways.

Local authorities should consider whether otherwise unacceptable development could be made acceptable through the use of conditions or planning obligations. Developers will have to comply with any conditions attached to their planning permission. Conditions should be kept to a minimum and only imposed where they are necessary, relevant, enforceable, precise and reasonable.

Planning obligations, in the form of section 106 agreements and section 278 agreements, should only be used where it is not possible to address unacceptable impacts through a planning condition". ***NPPG Paragraph: 003 Reference ID: 23b-003-20190315***

"Plans should set out policies for the contributions expected from development to enable fair and open testing of the policy at examination. This should include setting out the levels and types of affordable housing provision required, along with other infrastructure. This can include strategic spatial policies as well as policies for particular sites or development types. Supplementary planning documents should not be used to add unnecessarily to the financial burdens on development and should not be used to set rates or charges which have not been established through development plan policy.

Planning obligations assist in mitigating the impact of development which benefits local communities and supports the provision of local infrastructure. Local communities should be involved in the setting of policies for contributions expected from development" ***NPPG Paragraph: 004 Reference ID: 23b-004-20190315****.*

"Authorities can seek planning obligations to pooled funding 'pots' intended to provide common types of infrastructure for the wider area. No more than 5 obligations can be pooled towards a single piece of infrastructure. Community Infrastructure Levy can be used to fund a wide range of infrastructure, including mitigating the cumulative impacts of multiple developments across an area.

In securing all planning obligations, including where tariff style charges are sought or where obligations are pooled, local authorities must ensure that these meet the 3 tests that are set out as statutory tests in the Community Infrastructure Levy Regulations 2010 and as policy tests in the National Planning Policy Framework. These are: that they are necessary to make the development acceptable in planning terms, directly related to the development, and fairly and reasonably related in scale and kind". ***NPPG Paragraph: 006 Reference ID: 23b-006-20190315***

"Government provides funding to local authorities for the provision of new school places, based on forecast shortfalls in school capacity. There is also a central programme for the delivery of new free schools.

Funding is reduced however to take account of developer contributions, to avoid double funding of new school places. Government funding and delivery programmes do not replace the requirement for developer contributions in principle.

Plan makers and local authorities for education should therefore agree the most appropriate developer funding mechanisms for education, assessing the extent to which developments should be required to mitigate their direct impacts.

The Department for Education has published guidance for local education authorities on developer contributions for education". ***NPPG Paragraph: 007 Reference ID: 23b-007-20190315***

"Plans should support the efficient and timely creation, expansion and alteration of high-quality schools. Plans should set out the contributions expected from development. This should include contributions needed for education, based on known pupil yields from all homes where children live, along with other types of infrastructure including affordable housing.

Plan makers and decision makers should consider existing or planned/committed school capacity and whether it is sufficient to accommodate proposed development within the relevant school place planning areas. Developer contributions towards additional capacity may be required and if so this requirement should be set out in the plan. Requirements should include all school phases age 0-19 years, special educational needs (which could involve greater travel distances), and both temporary and permanent needs where relevant (such as school transport costs and temporary school provision before a permanent new school opens).

Plan makers should also consider whether pupils from planned development are likely to attend schools outside of the plan area and whether developer contributions may be required to expand schools outside of the area.

When local authorities' forward-fund school places in advance of developer contributions being received, those contributions remain necessary as mitigation for the development.

The Department for Education has published guidance for local education authorities on developer contributions for education". ***NPPG Paragraph: 008 Reference ID: 23b-008-20190315***

"Local planning authorities are required to keep a copy of any planning obligation together with details of any modification or discharge of the planning obligation and make these publicly available on their planning register. Government recommends that summary data from each section 106 agreement is collected to a standard format. The government recommends that this includes details of the development and site, and what is to be provided by each planning obligation.

Using data on Community Infrastructure Levy and planning obligations, the government recommends that local authorities prepare an infrastructure funding statement in an open data format that sets out infrastructure requirements, anticipated funding from developer contributions, and the choices local authorities have made about how these contributions will be used. Infrastructure funding statements should include information on, but not limited to, contributions made towards and delivery of affordable housing, education, health, transport, green, flood and water management, and digital infrastructure.

Local planning authorities are expected to use all of the funding they receive through planning obligations in accordance with the terms of the individual planning obligation agreement. This will ensure that new developments are acceptable in planning terms; benefit local communities and support the provision of local infrastructure". ***NPPG Paragraph: 012 Reference ID: 23b-012-20190315***

"Planning obligations should be negotiated to enable decisions on planning applications to be made within the statutory time limits or a longer period where agreed in writing between the local planning authority and the applicant". ***NPPG Paragraph: 017 Reference ID: 23b-017-20190315***

"Planning obligations can be renegotiated at any point, where the local planning authority and developer wish to do so. Where there is no agreement to voluntarily renegotiate, and the planning obligation predates April 2010 or is over 5 years old, an application may be made to the local planning authority to change the obligation where it "no longer serves a useful purpose" or would continue to serve a useful purpose in a modified way (see section 106A of the Town and Country Planning Act 1990)". **NPPG Paragraph: 020 Reference ID: 23b-020-20190315**

"Local planning authorities are expected to use all of the funding received by way of planning obligations, as set out in individual agreements, in order to make development acceptable in planning terms. Agreements should normally include clauses stating when and how the funds will be used by and allow for their return, after an agreed period of time, where they are not". **NPPG Paragraph: 021 Reference ID: 23b-021-20190315**

"The terms of commuted contributions should form part of the discussions between a developer and a local planning authority and be reflected in any planning obligations agreement. Agreements should include clauses stating when the local planning authority should be notified of the completion of units within the development and when the funds should be paid. Both parties may wish to use the issue of a building regulations compliance certificate (called a completion certificate when given by a local authority and a final certificate when given by an approved inspector) as a trigger for payment". **NPPG Paragraph: 025 Reference ID: 23b-025-20190315**

The S106 for this site comprises two documents as copied at **Appendix 3 which are the substantive agreement dated 30 June 2016 as varied by a Deed of Variation dated 25 April 2017.**

I assume that these were negotiated and agreed by ADC Officers in accordance with the law and relevant policy and practice guidance quoted and that they were considered to constitute a reason for granting planning permission as they met the tests that they were necessary to make the development acceptable in planning terms, directly related to the development, and fairly and reasonably related in scale and kind and were used in this case because it was not possible to address unacceptable impacts through planning conditions (NPPG Paragraphs 02/03 above) .

Section 106A of the Town and Country Planning Act 1990 allows for a person bound by a section 106 agreement to apply to the local planning authority to have the obligation discharged and the local planning authority should discharge the obligation if it no longer serves a useful purpose but there is no record that any such application has been made in this case.

The ADC Case Officer (Mr Simon Davis) has also advised me (by e mail dated 16 November 2018 copied at Appendix 2) that *"ADC and the developer will also fulfil their duties in respect of the legal Agreement".*

Paragraph 23.6 of the substantive Agreement states that the agreement is enforceable by ADC as to Clauses 5, 6, 7, 8, 10 and 11 and by the WSCC as to Clauses 10, 11, 12, 13, 14 and 15 and the position of WSCC is unknown.

Paragraph 4.1 of the Agreement states that: *it shall come into effect upon the date of the Agreement but the obligations in Clauses 5, 6, 7, 8, 10, 11, 12, 13, 14 and 15 shall be conditional upon the grant of Planning Permission and Commencement of the Development* and paragraph 4.2 states that: *On Commencement of the Development the Owner will give to ADC and WSCC notice in writing of that*

commencement in the form of The Commencement Notice annexed to this Agreement as Schedule 1 addressed to ADC's Head of Planning Services and WSCC's Monitoring and Records Team, Strategic Planning Division for the time being of WSCC.

There is no evidence on any file to which I have access that the date of commencement is known by either ADC or WSCC or that the owner provided the requisite commencement notice.

A number of the Obligations are also triggered by occupation of the dwellings rather than commencement of the development but there is no evidence on any file to which I have access that the date of first occupation is known

My comments regarding compliance or otherwise with regard to the S106 Planning Obligations are set out in the table below and overleaf:

COVENANTS IN FAVOUR OF ADC	COMPLIANCE COMMENT
Clause 5 – Affordable Housing Not to occupy or allow or permit the Occupation of more than fifty percent (50%) of the Market Housing Units on the Land unless and until the Affordable Housing has been provided on the Land in accordance with Schedules 3 and 4 hereto	The definition of affordable housing was amended by way of the Deed of Variation **but notwithstanding this variation there is no evidence on any file that I have access to demonstrate that this clause has been complied with**
Clause 6 – Public Open Space 6.1 to submit the Public Open Space Specification to the ADC for approval prior to commencement of the Public Open Space 6.2 to lay out the Public Open Space in accordance with the approved specification and ensure that the Public Open Space is made available for use by the public prior to the Occupation of the 18th Dwelling 6.3 within two months of the completion of the works referred to in Clause 6.2 to transfer the Public Open Space to ADC or to such body as it may direct PROVIDED THAT the Public Open Space may by agreement with ADC be handed over to ADC or its nominee for public use and for maintenance purposes in advance of the transfer or the Owner supply ADC with evidence that arrangements are in place to ensure that the Public Open Space is maintained so as to comply with clauses 6.1 and 6.2 above 6.4 to pay the Public Open Space Commuted Sum (defined as £12,000 in paragraph 2.37) upon the handover or transfer referred to in Clause 6.3 (whichever is the earlier)	**There is no evidence on any file that I have access to demonstrate that this clause has been complied with**
Clause 7 - ANOGS Contribution The Owners agree with ADC:- 7.1 on or before first Occupation to pay to ADC the ANOGS Contribution 7.2 not to occupy or cause or allow to be occupied any Dwelling forming part of the Development before the ANOGS Contribution shall have been made	The ANOGS Contribution means: *"contribution of £51 ,000 (fifty one thousand pounds) which is payable in accordance with clause 7 and which shall be used to assist in the management and administration of the Pagham Accessible Natural Open Green Space called ANOGS which is south of Summer Lane Pagham and such as works delivering mitigatory actions at Pagham Harbour, which is a designated part of the European Natura 2000 network, arising from the Development and including the employment of a 0.5 FTE warden, dog project, additional signage and interpretation material and future monitoring footpath repair education and {HRB.HRB. 75333.1132.01227507.1) guidance to make good a deficiency in such facilities within the District arising from the Development"*(Paragraph 2.17). **There is no evidence on any file that I have access to demonstrate that this clause has been complied with.**
Clause 8 – Footpath 8.1 PROVIDED THAT ADC is able to provide evidence to the Owners confirming that the Hanbury Footpath is to be delivered and ADC are able to confirm that they have obtained the necessary rights, consents and licences to build a footpath over the Ditch the Owners covenant that : 8.1.1. the Owners shall set aside the Footpath Land for the purposes of providing the Footpath	**There is no evidence on any file that I have access to demonstrate that this clause has been complied with.**

8.1.2. the Owners will grant ADC all necessary rights, licences and consents necessary for construction and access purposes to enable ADC to use the site access road during the course of laying out the Footpath 8.1.3. the Owners will pay to ADC the cost incurred by ADC in providing the Footpath on the Footpath Land the cost of which shall not exceed £15,000 8.1.4. Once the Footpath has been laid out by ADC in accordance with the Footpath Specification, it shall be transferred to the Management Company who shall thereafter be responsible for its management and maintenance 8.1.5. In the event that ADC is unable to provide evidence confirming that the Hanbury Footpath is to be delivered and that ADC have obtained the necessary rights, consents and licences to build a footpath over the Ditch within [5 (five)] years of the date of this Agreement the obligations contained in clauses 8 and 9 of this Agreement shall cease and determine absolutely and the Footpath Land rnay be used for such purposes as the Owners see fit	
ADC COVENANTS IN FAVOUR OF THE OWNERS	**COMPLIANCE COMMENT**
ADC covenants with the Owner: 9.1 Prior to commencing the laying out of the Footpath to agree the Footpath Specification with the Owners 9.2 to provide the Footpath on the Footpath Land in accordance with the Footpath Specification 9.3 to take all reasonable steps and use all reasonable endeavours to minimise the cost of providing the Footpath 9.3 to repair any damage to the remainder of the Land caused in laying out the Footpath	**There is no evidence on any file that I have access to demonstrate that this clause has been complied with.**
COVENANTS IN FAVOUR OF WSCC AND ADC	**COMPLIANCE COMMENT**
Clause 10 Management Company 10.1 Prior to Occupation of the first Dwelling to submit to WSCC and ADC: 10.1 the name and contact details of the Management Company 10.2 a schedule for approval of the street furniture and the Footpath that the Management Company will be responsible for maintaining and a regime of maintenance	**There is no evidence on any file that I have access to demonstrate that this clause has been complied with.**
COVENANTS IN FAVOUR OF WSCC	**COMPLIANCE COMMENT**
Clause 11: Private Estate Roads 11.1 Prior to Commencement of Development to submit to WSCC for approval a plan showing the intended status of the estate roads and associated footways, footpaths and cycleways (for the avoidance of doubt those roads, footways, footpaths and cycleways that will be offered for adoption under S.38 of the Highways Act 1980 and those to remain private). Any plan should also include details of surfacing materials and construction of the estate roads 11.2 It is agreed with WSCC that all estates roads that are stated to be privately maintained by the Owners or the Management Company shall be: 11.2.1 constructed to a standard suitable for its intended use; 11.2.2 maintained by the Owners or the Management Company at their own expense in good and substantial repair and condition; 11.2.3 and shall not be dedicated by the Owners or the Management Company as a public highway or become a private street (as defined in the New Roads and Street Works Act 1991) 11.3 Upon completion of the construction of the estate roads stated to be privately maintained and therefore not being adopted under a Section 38 Agreement, the Owners will provide a report to be prepared and signed by a Chartered Engineer at their own expense to confirm that the constructions of the privately maintained estate roads have been designed and built to a suitable standard for their intended use. 11.4 The Owners or the Management Company covenant with WSCC: 11.4.1 that the privately maintained estate roads shall remain open and unobstructed at all times and available for use by both residents of the Development and members of the public as appropriate and the latter case without charge; and	**There is no evidence on any file that I have access to demonstrate that this clause has been complied with.**

11.4.2 to erect and maintain signs in positions agreed with WSCC advising the public that they are permitted to use the privately maintained estate roads but that it is not a public highway so as to prevent the dedication of the privately maintained estate roads and to prevent any presumption of dedication (whether arising under Section 31 of the Highways Act 1980 or otherwise)	
Clause 12. Education Contribution The Owners agree with WSCC:- 12.1 On or before Occupation of the first Dwelling to pay to WSCC the Education Contribution 12.2 Not to Occupy or cause or allow to be Occupied any Dwelling forming part of the Development before the Education Contribution shall have been paid	Paragraph 2.23 of the agreement states that "Education Contribution" means a contribution of £216, 187 which shall be the total of the Primary Education Contribution, the Secondary Education Contribution and the Sixth-Form Education Contribution and payable in accordance with Clause 12. **There is no evidence on any file that I have access to demonstrate that this clause has been complied with.**
Clause 13. Fire and Rescue Service Contribution The Owners agree with WSCC:- 13.1 On or before Occupation of the first Dwelling to pay to WSCC the Fire and Rescue Service Contribution 13.2 Not to Occupy or cause or allow to be Occupied any Dwelling forming part of the Development before the Fire and Rescue Service Contribution shall have been paid	Paragraph 2.24 of the agreement states that: "Fire and Rescue Service Contribution" means a contribution of One Thousand and Ninety Three Pounds (£1,093) and payable in accordance with Clause 13 increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding 11 September 2015 and the quarter preceding the date of payment of this contribution such contribution to make good a deficiency in fire and rescue services provision arising from the Development and in particular towards the provision and installation of additional fire safety equipment/smoke alarms to vulnerable persons homes in West Sussex Fire Rescue Services Southern Area serving Pagham. **There is no evidence on any file that I have access to demonstrate that this clause has been complied with.**
Clause 14. Library Contribution The Owners agree with WSCC:- 14.1 On or before Occupation of the first Dwelling to pay to WSCC the Library Contribution 14.2 Not to Occupy or cause or allow to be Occupied any Dwelling forming part of the Development before the Library Contribution shall have been paid	Paragraph 2.29 of the agreement states that "Library Contribution" means the library contribution of £12,054 (Twelve Thousand and Fifty Four Pounds) and payable in accordance with Clause 14 increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding 11 September 2015 and the quarter preceding the date of payment of this contribution such contribution to make good a deficiency in library provision arising from the Development and in particular towards the development of a community meeting space at Willowhale Library **There is no evidence on any file that I have access to demonstrate that this clause has been complied with.**
Clause 15 TRO Contribution The Owners agree with WSCC:- 15.1 On or before Occupation of the first Dwelling to pay to WSCC the TRO Contribution 15.2 Not to Occupy or cause or allow to be Occupied any Dwelling forming part of the Development before the TRO Contribution shall have been paid	Paragraph 2.44 of the agreement states that "TRO Contribution" means the contribution of £7,000 (Seven Thousand Pounds) towards the promotion, advertisement and installation of a potential Traffic Regulation Order for parking restrictions on Pagham Road should on-street car parking take place obstructing the Land access and/or sight lines associated with its operation once constructed and in use. **There is no evidence on any file that I have access to demonstrate that this clause has been complied with.**
16 Fire Hydrants The Owners agree with WSCC:- 16.1 Prior to Commencement of Development, to submit to WSCC for approval (such approval not to be unreasonably withheld or delayed) a proposal for the location and installation of two fire hydrants in accordance with the West Sussex Fire Brigade Guidance Notes attached at Schedule 5 hereto 16.2 On or before Occupation of the first Dwelling to install the fire hydrant at their own expense, in the approved location and arrange for its connection to a water supply which is appropriate in terms of both pressure and volume for the purposes of fire fighting	2.24 "Fire and Rescue Service Contribution" means a contribution of One Thousand and Ninety Three Pounds (£1,093) and payable in accordance with Clause 13 increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding 11 September 2015 and the quarter preceding the date of payment of this contribution such contribution to make good a deficiency in fire and rescue services provision arising from the Development and in particular towards the

	provision and installation of additional fire safety equipment/smoke alarms to vulnerable persons homes in West Sussex Fire Rescue Services Southern Area serving Pagham. **There is no evidence on any file that I have access to demonstrate that this clause has been complied with.**
WSCC COVENANTS IN FAVOUR OF THE OWNERS	**COMPLIANCE COMMENT**
17 .1 On receipt of the Education Contribution Library Contribution and Fire and Rescue Service Contribution to hold them as a separately identifiable balance within WSCC's accounts. 17.2 To use the Education Contribution Library Contribution and Fire and Rescue Service Contribution payable to it in accordance with the terms of this Agreement solely for the purposes set out within this Agreement and not for any other purpose without the prior written consent of the Owner and in the event that the Education Contribution Library Contribution and Fire and Rescue Service Contribution (or any part thereof) remain unspent or uncommitted to the funding of a contractual commitment at the date 10 years from payment of the contribution to repay to the party who made the payment any unspent contribution (or such part thereof as remains unspent) together with interest accrued thereon 17.3 If at the end of the period referred to in clause 16.2 above WSCC shall have entered into a contract or other legally binding obligation to expend the said contribution or part thereof for the purposes specified then WSCC shall not be required to refund any part of the said contribution required for that purpose but shall as soon as possible following completion of the said contract account to the party that paid the said contribution to WSCC and refund any unexpended part of the relevant contribution.	**There is no evidence on any file that I have access to demonstrate that this clause has been complied with.**
Clause 18. Certificates The Owners agree with WSCC and the ADC: 18.1 where this Agreement imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owner and the Applicant shall give to the ADC and WSCC notice of the Specified Date not more than seven days after such Specified Date 18.2 if the Owners fail to give the notice required under this Clause the ADC or WSCC as appropriate shall be entitled in their absolute discretion to determine the Specified Date and shall give notice to the Owners of that determination	**There is no evidence on any file that I have access to demonstrate that this clause has been complied with.**

Paul Collins 21 June 2019

Appendix 1

ARUN DISTRICT COUNCIL

Town & Country Planning Act 1990 (as amended)
Town and Country Planning (Development Management Procedure) (England) Order 2015
Application for Planning Permission
DECISION NOTICE

Application Ref: P/125/14/PL

1 **To Addressee**

Miss R Gray
WYG
The Pavilion 1st Floor
Botleigh Grange Office Campus
Hedge End
Southampton
SO30 2AF

2 **Site Address**

251 Pagham Road & Land R/O
Pagham
PO21 3QB

3 **Description of Development**

Demolition of existing dwelling & ancillary buildings & erection of 40 no. dwellings with associated access, car parking, cycle & refuse storage, hard & soft landscaping & amenity space. This application is a Departure from the development plan

In pursuance of their powers under this Act and related Orders and Regulations the Council **PERMIT** this development to be carried out in accordance with the application and plans and subject to compliance with the following conditions and Section 106 Agreement.

1 The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.

Reason: To comply with Section 91 of the Town and Country Planning Act 1990 (as amended).

decatd

2 The development hereby approved shall be carried out in accordance with the following approved plans:

* 1:20,000 Site Location Plan Ref 0.0144_02 Rev B;
* Landscape Designations Plan Ref 0.0144_03 Rev B;
* Aerial Imagery Ref 0.0144_04 Rev B;
* Zone of Theoretical Visibility Ref 0.0144_05 Rev B;
* Landscape Features Plan Ref 0.0144_06 Rev B;
* Draft Illustrative Masterplan Ref 0.0144_07 Rev B;
* Permavoid Arboraft Urban Tree Planting System Documents 19/08/15;
* Vehicle Swept Path Analysis at Junction Ref 002 Rev G;
* Swept Path - Refuse Ref 003 Rev E;
* Swept Path - Fire Appliance Ref 004 Rev E;
* Swept Path - Pantechnicon Ref 006 Rev E;
* Surface Water Strategy Ref P/250 Rev P4;
* 1:1250 Site Location Plan Ref 11-1065-001;
* Site Survey Ref 11-1065-002;
* Site Plan Planning Layout Ref 11-1065-005 Rev K;
* Site Plan Planning Layout Coloured 11-1065-006 Rev C;
* Site Plan Surface Finishes Ref 11-1065-007 Rev C;
* Site Plan Planning Layout Parking Provision Ref 11-1065-009 Rev D;
* Plot 1 Floor Plans and Elevations Ref 11-1065-010 Rev C;
* Plots 2-3 Floor Plans and Elevations Ref 11-1065-011;
* Plots 4-6 Floor Plans and Elevations Ref 11-1065-012 Rev B;
* Plots 7-9 Floor Plans and Elevations Ref 11-1065-013 Rev B;
* Plots 10-11 Floor Plans and Elevations Ref 11-1065-014 Rev A;
* Plots 12-14 Floor Plans and Elevations Ref 11-1065-015 Rev A;
* Plots 15-17 Floor Plans and Elevations Ref 11-1065-016 Rev A;
* Plots 18-21 Floor Plans Ref 11-1065-017 Rev A;
* Plots 18-21 Elevations Ref 11-1065-018 Rev A;
* Plots 22-27 2 Bedroom Apartments Floor Plans Ref 11-1065-019 Rev C;
* Plots 22-27 2 Bedroom Apartments Elevations Ref 11-1065-020 Rev C;
* Plots 28-30 Floor Plans and Elevations Ref 11-1065-021 Rev A;
* Plots 31-33 Floor Plans and Elevations Ref 11-1065-022 Rev B;
* Plot 34 Floor Plans and Elevations Ref 11-1065-023 Rev A;
* Plots 35-37 Floor Plans and Elevations Ref 11-1065-024 Rev B;
* Plots 38-40 Floor Plans and Elevations Ref 11-1065-025 Rev A;
* Garages Floor Plans & Elevations Ref 11-1065-030 Rev B;
* Street Scenes and Site Sections Ref 11-1065-035 Rev D;
* Site Plan Massing and Active Frontage Ref 11-1065-036 Rev C;
* Site Plan Refuse Strategy Ref 11-1065-037 Rev C;
* Site Location Development Grain Information Plan Ref 11-1065-040 Rev B;
* Site Plan Garden Plot Information Ref 11-1065-041 Rev D;
* Site Plan Garage Plot Information Ref 11-1065-042 Rev A; and
* Full Plot Information Schedule November 2015 Rev B 05-11-2015.

Reason: For the avoidance of doubt and in the interests of amenity and the environment in accordance with policy GEN7 of the Arun District Local Plan.

3 No windows (other than those shown on the plans hereby approved) shall be constructed in the first floor flank elevations of the dwellinghouses hereby permitted without the prior permission of the Local Planning Authority on an application in that behalf.

Reason: To protect the amenities and privacy of the future occupiers in accordance with policy GEN7 of the Arun District Local Plan.

4 The following proposed windows shall at all times be glazed with obscured glass and fixed to be permanently non opening or top vent opening only:

Plot 40 - first floor east facing bathroom window;
Plot 1 - first floor north facing en-suite window;
Plots 12 & 14 - first floor west facing en-suite windows; and
Plots 15 & 17 - first floor west facing en-suite windows.

Reason: To protect the amenities and privacy of the adjacent properties in accordance with policies GEN7, DEV19 of the Arun District Local Plan.

5 Notwithstanding the provisions of Part 1 of Schedule 2 of the Town and Country Planning (General Permitted Development) (England) Order, 2015 (or any Order revoking or re-enacting this Order) no extensions (including porches or dormer windows) to the dwelling houses shall be constructed unless permission is granted by the Local Planning Authority on an application in that behalf.

Reason: To safeguard the privacy and amenity of adjacent/adjoining dwelling houses and their future occupiers, maintain adequate amenity space and safeguard the cohesive appearance of the development in accordance with policy GEN7 of the Arun District Local Plan.

6 Notwithstanding the provisions of Part 1 of Schedule 2 of the Town and Country Planning (General Permitted Development) (England) Order, 2015 (or any Order revoking or re-enacting this Order) no buildings shall be erected within the curtilages of plots 12, 13, 16, 17, 18, 19, 31, 32, 33, 34, 35, 36, 37, 38, 39 or 40 unless permission is granted by the Local Planning Authority on an application in that behalf.

Reason: To maintain adequate amenity space in accordance with policy GEN7 of the Arun District Local Plan.

7 No development above damp proof course (DPC) level shall be carried out unless and until a schedule of materials and finishes to be used for external walls and roofs of the proposed buildings have been submitted to and approved by the Local Planning Authority. A 'statement of detail' shall be submitted setting out details of proposed windows and doors, details of the depth of recess/reveal from the brickwork, sills and lintels, brick bonding, brick detailing, eaves detailing and rainwater goods. The materials and 'statement of details' so approved shall be used in the construction of the buildings.

Reason: To enable the Local Planning Authority to control the development in details in the interests of amenity by endeavouring to achieve buildings of visual quality in accordance with policy GEN7 of the Arun District Local Plan.

8 At least 10% of the energy supply of the development shall be secured from decentralised and renewable or low-carbon energy sources. Prior to commencement of development, details and a timetable of how this is to be achieved, including details of physical works on site, shall be submitted to and approved in writing by the local planning authority [as a part of the reserved matters submissions required by condition 1]. The approved details shall be implemented in accordance with the approved timetable and retained as operational thereafter, unless otherwise agreed in writing by the local planning authority.

Reason: In order to seek to achieve high levels of energy efficiency in accordance with the aims of the National Planning Policy Framework.

decatd

ARUN DISTRICT COUNCIL

9 Prior to the commencement of development, a strategy for the provision of the highest available headline speed of broadband provision to future occupants of the site shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall take into account the timetable for the delivery of "superfast broadband" (defined as having a headline access speed of 24Mb or more) in the vicinity of the site (to the extent that such information is available). The strategy shall seek to ensure that upon occupation of a dwelling, the provision of the highest available headline speed of broadband service to that dwelling from a site-wide network is in place and provided as part of the initial highway works and in the construction of frontage thresholds to dwellings that abut the highway. Unless evidence is put forward and agreed in writing by the Local Planning Authority that technological advances for the provision of a broadband service for the majority of potential customers will no longer necessitate below ground infrastructure, the development of the site shall be carried out in accordance with the approved strategy.

Reason: To ensure suitable provision for all potential occupiers in accordance with paragraph 42 of the NPPF.

10 None of the dwellinghouses shall be occupied until refuse and recycling bins have been provided and space has been laid out for the storage of such in relation to that dwelling in accordance with details that shall have been submitted to and approved in writing by the local planning authority. Thereafter these areas shall not be used for any purpose other than the storage of refuse and recycling bins.

Reason: In the interests of the amenity of occupiers of nearby properties in accordance with Arun District Local Plan policy GEN7.

11 The development, hereby permitted, shall not be commenced until the access to Pagham Road and removal of layby on Pagham Road to south of proposed access point has been implemented in accordance with the approved planning drawings and to approved WSCC Highways specifications.

Reason: To ensure fit-for-purpose access constructed to appropriate design and safety standards in accordance with policy GEN7 of the Arun District Local Plan and the National Planning Policy Framework.

12 The development shall not be occupied until the internal road layout has been constructed in accordance with the approved plans.

Reason: To ensure fit-for-purpose roads constructed to appropriate design and safety standards in accordance with policy GEN7 of the Arun District Local Plan and the National Planning Policy Framework.

13 The development shall not be occupied until car parking has been provided in accordance with the approved planning layout. It shall, thereafter, be solely used for the purposes of the parking of cars.

Reason: To ensure adequate car parking for the development and to accord with policy GEN7 of the Arun District Local Plan and the National Planning Policy Framework.

14 The development shall not be occupied until details of the measures to ensure that the 4 proposed visitor parking spaces at the eastern end of the site are promoted to and available for general public use; are submitted to and approved by the local planning authority. The approved measures shall thereafter be implemented and permanently retained/maintained.

Reason: To ensure compensatory parking for the wider public and to accord with policies GEN7 & GEN12 of the Arun District Local Plan, the Emerging Pagham Neighbourhood Plan and the National Planning Policy Framework.

15 The development, hereby approved, shall not be occupied until provision has been made within the site in accordance with details to be submitted to and approved by the Local Planning Authority after consultation with the Highway Authority to prevent surface water draining onto the public highway.

Reason: In the interests of road safety in accordance with policy GEN7 of the Arun District Local Plan and the National Planning Policy Framework.

16 The development, hereby approved, shall not be occupied until a scheme for street lighting has been provided in accordance with plans and details to be submitted to and approved by the Local Planning Authority.

Reason: In the interests of road safety in accordance with policy GEN7 of the Arun District Local Plan and the National Planning Policy Framework.

17 Prior to development commencing, a Construction Management Plan shall be submitted to and be approved in writing by the Local Planning Authority after consultation with the Highway Authority. This shall require the applicant and contractors to minimise disturbance during demolition and construction and will include (but not be limited to) details of the following information for approval:

· the phased programme of construction works;
· the means of access and road routing for all construction traffic associated with the development;
· provision of wheel washing facilities and details of their operation and location;
· Details of street sweeping;
· construction working times including delivery times;
· details of a means of suppressing dust arising from the development;
· details of all proposed external lighting to be used during construction;
· details of areas for the loading, unloading, parking and turning of vehicles associated with the construction of the development;
· details of areas to be used for the storage of plant and materials associated with the development;
· details of the temporary construction site enclosure to be used throughout the course of construction (including access gates).
· Contact details for the site contractor, site foreman and CDM co-ordinator (including out-of-hours contact details).
· Evidence of consultation with neighbours prior to works commencing.
· Details of any temporary traffic management that may be required to facilitate the development including Chapter 8 traffic signage.

Details of how measures will be put in place to address any environmental and/or highway problems arising from any of the above shall be provided. A named person shall be appointed by the applicant to deal with complaints, shall be available on site and their contact details (including out-of-hours and offsite contact details) made known to all relevant parties.

Reason: To ensure safe and neighbourly construction in the interests of amenity and road safety in accordance with policy GEN7 of the Arun District Local Plan and the National Planning Policy Framework.

18 The development shall not be occupied until cycle parking has been provided in accordance with plans to be submitted to and approved by the Local Planning Authority. It shall, thereafter, be maintained solely for the purpose of the parking of bicycles.

Reason: To ensure that adequate and satisfactory provision is made for the parking of bicycles in accordance with policies GEN7 and GEN12 of the Arun District Local Plan.

19 The garage buildings shall be used only as private domestic garages for the parking of vehicles incidental to the use of the properties as dwellings and for no other purposes.

Reason: To ensure adequate off-street provision of parking in the interests of amenity and highway safety.

decisio

20 The burning of materials obtained by site clearance or from any other source shall not take place within 6 metres of the furthest extent of the canopy of any tree or group of trees to be retained on the site or on land adjoining.

Reason: To protect trees and vegetation from fire damage in the interests of the visual amenities of the locality and in accordance with the National Planning Policy Framework.

21 No development above damp proof course (DPC) level shall take place until there has been submitted to, and approved by, the Local Planning Authority, a landscaping scheme including details of hard and soft landscaping and details of existing trees and hedgerows to be retained. The approved details of the landscaping shall be carried out in the first planting and seeding season, following the occupation of the buildings or the completion of the development, whichever is the sooner, and any trees or plants which, within a period of five years from the completion of development, die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: In the interests of amenity and of the environment of the development in accordance with policy GEN7 of the Arun District Local Plan.

22 No development above damp proof course (DPC) level shall take place until the details of any proposed screen walls/fences have been submitted to and approved by the Local Planning Authority and no dwellings/buildings shall be occupied until such screen walls/fences associated with them have been erected.

Reason: In the interests of the amenity of the site and neighbouring properties in accordance with policy GEN7 of the Arun District Local Plan.

23 All of the proposed works to trees as set out in the submitted Arboricultural Impact Assessment by "Sapling Arboriculture Ltd" shall be carried out in accordance with the following:

Crown Reduction
All side branches to be retained should be at least 1/3rd in diameter of the removed branch. Pruning cuts must be flat and smooth, kept as small as possible by cutting at an optimum angle and should not exceed 100mm in diameter.

Crown Clean
The Crown Clean should consist of deadwood and stub removal where all cuts should be made to the branch collar. Where crossing branches are encountered the weaker branch/branches should be reduced or removed to avoid contact between them. The remaining branch/branches should be shortened as appropriate to relieve 'end weight' and sudden exposure by reducing the leaf bearing branch tips by no more than 30%.

Crown Lift
Branches found within the clearance height having diameters greater than 100mm should be shortened and no more than 15% of the leaf bearing growth of that branch should be removed to facilitate the unobstructed free passage of vehicles and pedestrians.

Reason: To ensure the retention and maintenance of trees and vegetation which is an important feature of the area in accordance with policy GEN7 of the Arun District Local Plan and the National Planning Policy Framework.

24 No tree roots with a diameter of over 25mm shall be removed other than with the written consent of the local planning authority and under the supervision of the Council's Arboricultural Officer.

Reason: To ensure the retention and maintenance of trees and vegetation which is an important feature of the area in accordance with policy GEN7 of the Arun District Local Plan and the National Planning Policy Framework.

25 No development including site access, demolition or associated construction activities, shall take place on the site unless and until the tree retention & protection scheme as described within the submitted Arboricultural Impact Assessment by "Sapling Arboriculture Ltd" is in place for all retained trees including trees whose root protection areas fall within the construction zone from neighbouring land. The tree protection fencing including ground protection shall then be checked on-site by the Councils Arboricultural Officer. All tree protection works shall be in accordance with BS 5837:20012 "Trees in relation to construction" and shall be retained for the duration of the development works.

Reason: To ensure the retention and maintenance of trees and vegetation which is an important feature of the area in accordance with policy GEN7 of the Arun District Local Plan and the National Planning Policy Framework.

26 No external lighting shall be installed on the site until plans showing the type of light appliance, the height and position of fitting, illumination levels and light spillage have been submitted to and approved in writing by the Local Planning Authority. The scheme should also minimise potential impacts to any bats using the trees, hedgerows and buildings by avoiding unnecessary artificial light spill through the use of directional light sources and shielding. The lighting approved shall be installed and shall be maintained in accordance with the approved details.

Reason: In the interests of the amenities of the area, the site biodiversity (particularly in respect of bats) and to minimise unnecessary light spillage outside the development site in accordance with Policies GEN7, GEN29 & GEN33 of the Arun District Local Plan.

27 No demolition works shall take place to the property known as 251 Pagham Road unless a licenced ecologist is present on the site to supervise works.

Reason: In the interests of the protection of bats and their roosts in accordance with Policy GEN33 of the Arun District Local Plan.

28 The development must be carried out in accordance with the reptile mitigation and enhancement measures as set out in section 6.3 of the submitted Ecosupport "Phase I & II Ecological Surveys" Rev 10/8/15. The enhancements and mitigation measures shall be retained and thereafter maintained.

Reason: In accordance with Arun District Local Plan policy GEN29 and the National Planning Policy Framework.

29 Prior to development or any preparatory works commencing the reptile population shall be translocated only in accordance with the submitted reptile mitigation strategy and retained as such thereafter, unless otherwise first agreed in writing by the Local Planning Authority.

Reason: To safeguard resident reptile species in accordance with Policy GEN29 of the Arun District Local Plan.

30 No development including site access, demolition or associated construction activities, shall take place on the site unless and until a badger survey has been undertaken in order to ensure that badgers are not using the site. If a badger sett is found on the site, then the applicants shall provide a mitigation strategy to the Local Planning Authority for approval in consultation with Natural England.

Reason: To safeguard resident badgers in accordance with Policy GEN29 of the Arun District Local Plan.

31 Prior to first occupation of any of the dwellings hereby permitted, a scheme shall be submitted for approval by the local planning authority, in consultation with Natural England which details a proposed on-site dog walking route and an on-site dog off lead exercise area. Both of these measures shall then be implemented in accordance with the approved plans and retained thereafter.

Reason: In the interests of protecting the Pagham Harbour Special Protection Area and accordance with Arun District Local Plan policy GEN29 and the National Planning Policy Framework.

32 No development shall take place within the site, until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Planning Authority.

Reason: The site is of archaeological significance in accordance with Arun District Local Plan Policy GEN7.

33 The construction of Plot 1 must be carried out in accordance with the recommendations in respect of windows and ventilation as stated within sections 10 & 11 of the submitted BS4142 Acoustic Testing Report (27-28 April 2015). The mitigation measures shall thereafter be retained and maintained.

Reason: In accordance with Arun District Local Plan policies GEN7 and GEN32.

34 Development shall not commence until full details of the proposed surface water drainage scheme have been submitted to and approved in writing by the Local Planning Authority.

The design should follow the hierarchy of preference for different types of surface water drainage disposal systems as set out in Approved Document H of the Building Regulations, the recommendations of the SUDS Manual produced by CIRIA.

Winter groundwater monitoring to establish highest annual ground water levels and Percolation testing to BRE 365, or similar approved, will be required to support the design of any Infiltration drainage.

No building shall be occupied until the complete surface water drainage system serving the property has been implemented in accordance with the agreed details and the details so agreed shall be maintained in good working order in perpetuity.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with policies GEN7 and GEN9 of the Arun District Council Local Plan.

35 The development shall not proceed until formal consent has been approved in writing from the Lead Local Flood Authority (WSCC) or its agent (ADC) for the discharge of any flows to watercourses, or the culverting, diversion, infilling or obstruction of any watercourse on the site.

Any discharge to a watercourse must be at a rate no greater than the pre-development run off values.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with policies GEN7 and GEN9 of the Arun District Council Local Plan.

36 Development shall not commence until full details of the maintenance and management of the SUDs system is set out in a site-specific maintenance manual and submitted to, and approved in writing, by the Local Planning Authority. The manual is to include details of financial management and arrangements for the replacement of major components at the end of the manufacturers recommended design life. Upon completed construction of the SuDs System, the owner or management company shall strictly adhere to and implement the recommendations contained within the manual.

Reason: To ensure the efficient maintenance and on going operation of the SuDs system and to ensure the best practice in line with guidance set out in 'The SuDs Manual' CIRIA publication ref: C697 Chapter 22.

37 The development layout shall not be agreed until such time that arrangements for the future access and maintenance of any watercourse or culvert (piped watercourse) crossing or abutting the site has been submitted and approved in writing by the Local Planning Authority.

No construction is permitted, which will restrict current and future land owners from undertaking their riparian maintenance responsibilities of any watercourse on or adjacent to the site.

Reason: To ensure that the duties and responsibilities, as required under the Land Drainage Act 1991, and amended by the Flood and Water Management Act 2010, can be fulfilled without additional impediment following the development completion.

INFORMATIVE: Statement pursuant to Article 35 of the Town and Country Planning (Development Management Procedure)(England) Order 2015. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

INFORMATIVE: This decision has been granted in conjunction with a Section 106 legal agreement relating to Affordable Housing; Public Open Space; Pagham ANOGS contribution; Primary Education; Secondary Education; 6th Form Education; Libraries; Fire & Rescue; Fire Hydrants; on-site provision of 2 hydrants; a Traffic Regulation Order; a non-adoption clause; a management company to maintain the road; and provisions relating to the safeguarding of an area of land within the site to potentially be laid as a footpath to facilitate the provision of a link across the ditch to the adjoining site.

INFORMATIVE: A formal application for connection to the public sewerage system is required in order to service this development. Please contact Southern Water, Southern House, Sparrowgrove, Otterbourne, Hampshire, SO21 2SW (Tel 033 0303 0119) or www.southernwater.co.uk.

INFORMATIVE: Should any protected species or evidence of any protected species be found

prior to or during the development, all works must stop immediately and an ecological consultant or Chichester District Council's ecologist contacted for further advice before works can proceed. All contractors working on site should be made aware of this advice and provided with the contact details of a relevant ecological consultant.

INFORMATIVE: Applications for S38 and/or S278 Agreements should be made to WSCC as Highway Authority. Full details are available on the WSCC website.

INFORMATIVE: Roads not forming part of the adopted highway network and/or not intended to be offered for adoption, will not be inspected by the Highway Authority during or after any construction phases. Such roads should, however, be assessed and formally signed-off or approved by a suitable Chartered civil engineer to the satisfaction of the Local Planning Authority.

INFORMATIVE: A Natural England Protected Species Licence will be required for the demolition works, and this will need to be obtained prior to any works taking place.

INFORMATIVE: Please note the following in respect of the surface water drainage conditions:

* The ditch needs significant clearance work to ensure it has capacity for a new development to drain into, and also further investigation off-site. The ditch appears to terminate at the south west corner of the site, where it may once have continued along the southern edge of the caravan site. However the only route appears to be a small pipe into the caravan park itself, slightly away from the boundary line of the park. This system needs to be investigated by the applicant, especially as it may be the only route for surface water to exit the site. We would need to know that the water coming off of the proposed development would not cause backing up or flooding of the ditch, and that the system it drains to will be able to cope with the runoff.

* A detailed design should show how roofs etc are drained and also include levels and construction details for structures. Infiltration should be utilised at the parts of the site where infiltration rates were good.

* Infiltration rates for soakage structures are to be based on percolation tests undertaken in the winter period and at the location and depth of the proposed structures. The percolation tests must carried out in accordance with BRE 365, CIRIA R156 or a similar approved method and cater for the 1 in 10 year storm between the invert of the entry pipe to the soakaway, and the base of the structure. It must also have provision to ensure that there is capacity in the system to contain below ground level the 1 in 100 year event plus 30% on stored volumes, as an allowance for climate change. Adequate freeboard must be provided between the base of the soakaway structure and the highest recorded annual groundwater level identified in that location.

* Any SuDS or soakaway design must include adequate groundwater monitoring data to determine the highest winter groundwater table in support of the design. The applicant is advised to discuss the extent of groundwater monitoring with the Council's Engineers. Supplementary guidance notes are also available for information.

[redacted]

Case Officer: Mr S Davis

Date of Decision: **30 June 2016**

Karl Roberts
Director Planning & Economic Regeneration

Arun District Council
The Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF

IT IS IMPORTANT THAT YOU READ THE NOTES ATTACHED TO THIS DOCUMENT

decnot

AMEN/DOCS/LETTERS/P125/14/PL

APPEALS TO THE SECRETARY OF STATE

If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, and you want to appeal against this planning application decision, then you must do so within 28 days of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and you want to appeal against this planning application decision, then you must do so within 28 days of the date of service of the enforcement notice, or within 12 weeks of the date of this notice, whichever period expires earlier.

Otherwise, if you want to appeal against this decision then you must do so within 6 months of the date of this notice.

Appeals must be using a form which you can get from the Secretary of State at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at http://acp.planninginspectorate.gov.uk

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

PURCHASE NOTICES

If either the local planning authority or the Secretary of State refused permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council (that is, where the land is situated in a National Park, the National Park authority for the Park, or in any other case the district council in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter 1 of Part VI of the Town & Country Planning Act 1990.

Please note that this decision notice only relates to matters under the Planning Acts and does not give consent under any other legislation that may apply to the development. You will need to carry out your own checks to determine whether any other consents or permissions are required. For example, the Building Regulations are likely to apply to most developments, and a Highways Licence may be required from West Sussex County Council for any development within the public highway (including the placing of skips on highway land).

Appendix 2

paul collins

From: paul collins [redacted]
Sent: Monday, June 17, 2019 12:21 PM
To: 'Simon Davis'
Cc: 'Karl Roberts'; 'Neil Crowther'; 'David Easton'; 'Daniel Vick'; 'Cllr. June Hamilton'; 'Cllr. David Huntley'; 'Planning.Responses'
Subject: RE: P/58/15/OUT, P/125/14/PL

Dear All

Thank you for you for your response below which is (regrettably) as unhelpful as I have been forced to anticipate would be the case.

You clearly have no intention of proactively monitoring compliance or otherwise with the conditions/s106 planning obligations imposed/negotiated on these outline and detailed planning permissions for housing granted in Pagham or for that matter working with me in order to demonstrate that officer assertions regarding the ability of same to make otherwise unacceptable developments in Pagham acceptable can be trusted or helping to restore some much needed local community trust and confidence in the ADC Planning service generally.

However, I will now provide a review and update for my clients, the ADC Ward members and Pagham residents and advise that ADC officers have no interest in such matters and that they should proceed accordingly.

Paul Collins BA (Hons) DipTP MRTPI
[redacted]
RTPI
Chartered Town Planner

From: Simon Davis [redacted]
Sent: Monday, June 10, 2019 1:27 PM
To: paul collins [redacted]
Cc: Karl Roberts [redacted]; Neil Crowther [redacted]; David Easton [redacted]; Daniel Vick [redacted]; Cllr. June Hamilton [redacted]; Cllr. David Huntley [redacted]; Planning.Responses [redacted]
Subject: RE: P/58/15/OUT, P/125/14/PL

Dear Mr Collins,

If you have concerns regarding the lawful implementation of P/125/14/PL then please submit your concerns as a enforcement complaint and we will investigate the matter to determine whether any breach of the planning permission has taken place. Please see our webpage here: https://www.arun.gov.uk/planning-compliance.

Kind Regards

Simon J Davis MRTPI | Principal Planning Officer, Planning Department, Directorate of Place, Arun District Council |
Location: Planning, First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF
[redacted]
Please note that I typically work from home on Thursdays when I am unreachable on my work phone

From: paul collins <[redacted]>
Sent: 08 June 2019 16:27
To: Simon Davis <[redacted]>
Cc: Karl Roberts <[redacted] Neil Crowther <[redacted]>; David Easton [redacted] Daniel Vick <[redacted] Cllr. June Hamilton [redacted] Cllr. David Huntley [redacted] Planning.Responses [redacted]
Subject: FW: P/58/15/OUT, P/125/14/PL

Mr Davis

You will recall our e mail exchanges in November 2018 (copied below) in respect of these permissions which was not satisfactorily concluded at the time.

As you will be aware from the unmade Pagham Neigbourhood Plan and their representations at the date of the applications themselves, Pagham Parish Council are not opposed to these developments subject to their successful implementation in accordance with the relevant planning permissions, conditions and the related S106 Planning Obligations and have, therefore, asked me to review and update them as to the implementation of both these approved developments in these regards particularly as given the difficulties relating to the strategic sites in Pagham these are the only major sites likely to be delivering houses in Pagham over the next 5 – 10 years.

In order to meet that request I have reviewed the information available to me on all the files you highlighted previously and as I suggested in my November 2018 e mail it is very apparent to me that dwellings the subject of P/125/14 PL may have been completed and occupied in breach of its conditions and its related S106. I am also aware that submission of reserved matters applications are imminent with regard to P/58/15 OUT and that you are currently considering P/52/19/PO presumably as a precursor to that submission and I think it would be helpful to us all if we can head of any issues before they arise. Therefore it occurs to me that it might be a matter of mutual benefit for you and I to meet and discuss these concerns on an informal basis so that I can then advise my client Council. I am about to leave for a holiday in Greece for a week and will not return to England until the W/C 17/6 but would be grateful if you could consider my request and let me know asap on my return whether or not you are able to meet and if so some suggested times and dates in June or early July.

Thank you

Paul Collins BA (Hons) DipTP MRTPI
[redacted]
RTPI
Chartered Town Planner

From: paul collins [redacted]
Sent: Saturday, November 17, 2018 3:01 PM
To: 'Simon Davis [redacted]
Cc: 'Karl Roberts [redacted] 'Neil Crowther' [redacted] 'David Easton' [redacted] Daniel Vick [redacted]; 'Planning.Responses' [redacted]
Subject: RE: P/58/15/OUT, P/125/14/PL and P/140/16 OUT

Mr Davis

Can I suggest that you actually read the decision notice for P/125/14 PL, look at those files you list and read the S106 (which I have) and reconsider your response. It seems to me that a number of breaches of the controlling conditions and S106 may have already occurred particularly as the applications you list whilst considering and approving details do not confirm pre commencement actions that were necessary and my client wishes to know what ADC intends to do so as to enforce those conditions/S106 because this is material to the determination of P/140/16 OUT.

Further given the relationship between these two sites (see the footpath clause in the S106) and the fact that the cumulative impacts of these 140 dwellings together with the 400 proposed under P/140 16 OUT on the SPA and traffic in the locality and elsewhere has not been considered or assessed I am surprised to note that Hanbury have not advised when they intend to implement their schemes.

Once again I would suggest that this is yet another reason why P/140/16 OUT should be returned to the DCC for reconsideration before a decision is issued as the point at which Hanburys two sites will actually deliver housing as part of the District wide supply is a material consideration not so far considered.
Thanks
Paul Collins BA (Hons) DipTP MRTPI
[redacted]

RTPI
Chartered Town Planner

From: Simon Davis[redacted]
Sent: Friday, November 16, 2018 10:39 AM
To: 'paul collins[redacted]>
Cc: Karl Roberts[redacted]Neil Crowther <[redacted]; David Easton [redacted]; Daniel Vick[redacted]
Subject: RE: P/58/15/OUT and P/125/14/PL

Dear Mr Collins,

All of the information that you ask for in respect of P/125/14/PL is available on our website under references:

P/19/18/DOC (Re-discharge of condition 07)
P/1/18/DOC (Conditions 10, 14, 15, 16, 18, 21, 22, 26, 31)
P/116/17/DOC (Conditions 7, 8, 9, 17)
P/92/17/DOC (Conditions 32 & 37)
P/33/17/DOC (Conditions 34, 35 & 36)

In short, all pre-commencement and pre-occupation conditions have been discharged.

ADC and the developer will also fulfil their duties in respect of the legal Agreement.

As regards P/58/15/OUT, I am not aware of any timescales for a reserved matters submission.

Kind Regards

Simon J Davis MRTPI | Principal Planning Officer, Planning Department, Directorate of Place, Arun District Council |
Location: Planning, First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF
[redacted]
Please note that I typically work from home on Thursdays when I am unreachable on my work phone

Visit Arun's web site at www.arun.gov.uk Save the environment - think before you print.

From: paul collins [redacted]
Sent: 14 November 2018 14:03
To: Karl Roberts; Neil Crowther; David Easton; Simon Davis; Planning.Responses
Subject: P/58/15/OUT and P/125/14/PL

Mr Davis

I act for Pagham Parish Council in this matter.

I refer to the above outline and detailed planning permissions both of which are subject to S106 Agreements and pre commencement conditions.

It is noted that development pursuant to detailed planning permission P/125/14 PL has now commenced and is nearing completion with first occupation likely to be imminent. Therefore my client requests that ADC confirms whether or not all pre commencement conditions have been complied with and whether or not ADC and the other parties have or will fulfill their obligations under the agreement.

My client also asks that in view of the fact that P/58/15/OUT was granted to Hanbury Properties whether or not ADC is aware or been advised when the reserved matters are likely to be submitted in respect of the OPP granted.

As you know although not referenced in the Officer reports, both these planning permissions and when (and/or whether) they will deliver the 140 houses proposed in accordance with conditions and S106 Agreements are material considerations with regard to applications P/6/17 OUT, P/140/16 OUT and P/134/16 OUT as part of the ongoing debates regarding the cumulative impacts of development in Pagham on the Pagham Harbour SPA and the wider transport network/junctions in Chichester District and the lawfulness and enforceability of S106/Conditions debate but do not seem to have been considered thus far.

Therefore please put this e mail and any response on these files for future reference if required.
Thanks
Paul Collins BA (Hons) DipTP MRTPI

[redacted]

RTPI
Chartered Town Planner

http://www.arun.gov.uk
DX 57406 Littlehampton
You can view Arun District Council's Privacy Policy from https://www.arun.gov.uk/privacy-policy

Important Notice This e-mail is intended exclusively for the addressee and may contain information that is confidential and/or privileged. If you are not the intended recipient (or authorised to receive it for the addressee), please notify the sender and delete the e-mail immediately; using, copying, or disclosing it to anyone else, is strictly prohibited and may be unlawful. Any views, opinions or options presented are solely those of the author and do not necessarily represent those of Arun District Council. The information in this e-mail may be subject to public disclosure under the Freedom of Information Act 2000, therefore we cannot guarantee that we will not provide the whole or part of this e-mail to a third party. The Council reserves the right to monitor e-mails in accordance with relevant legislation. Whilst outgoing e-mails are checked for viruses, we cannot guarantee this e-mail is virus-free or has not been intercepted or changed and we do not accept liability for any damage caused. Any reference to "e-mail" in this disclaimer includes any attachments.
****

http://www.arun.gov.uk
DX 57406 Littlehampton
You can view Arun District Council's Privacy Policy from https://www.arun.gov.uk/privacy-policy

Important Notice This e-mail is intended exclusively for the addressee and may contain information that is confidential and/or privileged. If you are not the intended recipient (or authorised to receive it for the addressee), please notify the sender and delete the e-mail immediately; using, copying, or disclosing it to anyone else, is strictly prohibited and may be unlawful. Any views, opinions or options presented are solely those of the author and do not necessarily represent those of Arun District Council. The information in this e-mail may be subject to public disclosure under the Freedom of Information Act 2000, therefore we cannot guarantee that we will not provide the whole or part of this e-mail to a third party. The Council reserves the right to monitor e-mails in accordance with relevant legislation. Whilst outgoing e-mails are checked for viruses, we cannot guarantee this e-mail is virus-free or has not been intercepted or changed and we do not accept liability for any damage caused. Any reference to "e-mail" in this disclaimer includes any attachments.
****

Appendix 3

Dated: 30 June **2016**

Between:

(1)	**MF Rumpus HJ Northridge CH Northridge and MT Rumpus**	**(The Owner)**
(2)	**Arun District Council**	**(ADC)**
(3)	**West Sussex County Council**	**(WSCC)**

AGREEMENT

under Section 106 of the Town & Country Planning Act 1990
and other powers
Land at 251 Pagham Road and Land R/O, Pagham Road , Pagham PO21 3QB

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX 57406 LITTLEHAMPTON
Reference: P/125/14/PL

Solicitor to the Council
Arun District Council
The Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF

I hereby certify this to be
a true copy
[redacted]
ARUN

This Agreement is dated 30 June 2016 and is made between:

(1) Marcus Frederick Rumpus of PO Box 86, Guildford, Western Australia, 6055, Australia and Hannah Jean Northridge of 9 Coole Drive, Enniskillen, Fermanagh, Northern Ireland, BT74 6BS and Claire Hannah Northridge of 251 Pagham Road, Pagham, PO21 3QB and Marcus Timothy Rumpus of Wykens, Axford Road, Ellsfield, Hampshire, RG25 2QG ("**the Owners**")

(2) Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("**ADC**")

(3) West Sussex County Council of County Hall, Chichester, West Sussex, PO19 1RQ ("**WSCC**")

1 Background

1.1 Marcus Frederick Rumpus, Hannah Jean Northridge, Claire Hannah Northridge and Marcus Timothy Rumpus are the registered proprietors under title numbers WSX291132 and WSX291054 of the land on the West Side of Pagham Road Pagham and 251 Pagham Road Bognor Regis respectively.

1.2 Hannah Jean Northridge and Marcus Frederick Rumpus are the registered proprietors under title numbers WSX261268 and WSX264415 being the land at Pagham Mill Nurseries Pagham Road Pagham and land adjoining Pagham Mill Nurseries, Pagham Road, Bognor Regis respectively.

1.3 All plots of Land are shown for identification purposes only edged black on the attached plan and hereinafter collectively called "the Land".

1.4 The Owners shall hereinafter collectively be called "the Owners".

1.5 ADC is the local planning authority and local authority responsible for providing affordable housing public open space and play provision nature conservation and biodiversity.

1.6 WSCC is the Strategic Planning Authority, the local highway authority and the local authority responsible for education libraries fire and rescue services.

ARUN DISTRICT COUNCIL P/58/15/OUT

ARUN DISTRICT COUNCIL P/125/14/PL

1.7 The Applicant has by planning application number P/125/14/PL applied to ADC for Planning Permission to develop the Land by demolition of existing dwelling and ancillary building and erection of 40 dwellings with associated access car parking cycle and refuse storage hard and soft landscaping and amenity space

2 Interpretation

In this Agreement:

2.1 Words importing the masculine include the feminine and vice versa.

2.2 Words importing the singular include the plural and vice versa.

2.3 Words importing persons include companies and corporations and vice versa.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually.

2.5 Any reference to a clause or schedule or plan is to one in to or attached to this Agreement.

2.6 Any reference to a colour or letter is to be on the plans attached to this Agreement.

2.7 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.

2.8 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the WSCC and ADC the successors to their respective functions.

2.9 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

2.10 "the Act" means the Town & Country Planning Act 1990.

ARUN DISTRICT COUNCIL P/58/15/OUT
ARUN DISTRICT COUNCIL P/125/14/PL

2.11 "agreed" or "approved" means agreed or approved in writing and given for the purpose of this Agreement.

2.12 "the Application" means the planning application number P/125/14/PL made to develop the Land.

2.13 "Applicant" means Orchard Homes of Orchard House, 51 – 67 Commercial Road, Southampton, Hampshire, SO15 1GG.

2.14 "Affordable Housing" means affordable housing as defined in Annex 2 Glossary National Planning Policy Framework dated 27 March 2012 as amended from time to time and definition contained therein for Social Rent and Intermediate Housing shall also apply.

2.15 "Affordable Housing Units" means twelve (12) of the Dwellings to be provided as Affordable Housing Units on the Development consisting of a tenure mix of :-

- 9 dwellings for Social Rent and
- 3 dwellings for Intermediate Housing

and comprising -
4 x 1 bed bungalows;
6 x 2 bed flats;
2 x 2 bed houses;

in accordance with the terms of this Agreement.

2.16 "Affordable Housing Standard" means the Homes and Communities Agency building standard applicable at the date of Commencement of the Development or equivalent or replacement or successor Standard adopted by the successor body to the Homes and Communities Agency.

2.17 "ANOGS Contribution" means the ANOGS contribution of £51,000 (fifty one thousand pounds) which is payable in accordance with clause 7 and which shall be used to assist in the management and administration of the Pagham Accessible Natural Open Green Space called ANOGS which is south of Summer Lane Pagham and such as works delivering mitigatory actions at Pagham Harbour, which is a designated part of the European Natura 2000 network, arising from the Development and including the employment of a 0.5 FTE warden, dog project, additional signage and interpretation material and future monitoring footpath repair education and

ARUN DISTRICT COUNCIL P/125/14/PL

guidance to make good a deficiency in such facilities within the District arising from the Development.

2.18 "Chargee" means any 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 Housing Units or any persons or bodies deriving title through such mortgagee or charge or Receiver.

2.19 "Commencement of Development" shall mean the carrying out of a material operation as defined in section 56(4) of the Act exclusively referable to and comprised in the Development but excluding any operation relating to works of pegging out or laying out of a road, demolition work, investigations for the purpose of assessing ground conditions investigations in respect of land contamination or remedial action in respect thereof, enabling works, site clearance, archaeological investigations and digs exploratory boreholes, operations permitted by the Town and Country Planning (General Permitted Development) Order 1995, the erection of hoardings and fencing, temporary diversion of services, signage, the formation of temporary construction accesses, preliminary landscaping before construction activity occurs on the Land and any works matters and operations to enable any of the foregoing to take place and "Commence Development" and cognate expressions shall be interpreted in accordance with this definition.

2. 20 "District" means the administrative area of ADC.

2.21 "Ditch" means the ditch shown coloured "orange" on the plan.

2.21 "Dwelling" means any residential unit to be constructed as part of the Development and "Dwellings" shall be construed accordingly.

2.22 "the Development" means the development of the Land proposed by the Application and permitted by the Planning Permission including any variations made pursuant to section 73 of the Act

2. 23 "Education Contribution" means a contribution of £216,187 (two hundred and sixteen thousand one hundred and eighty seven pounds) which shall be the total of the Primary Education Contribution, the Secondary Education Contribution and the Sixth-Form Education Contribution and payable in accordance with Clause 12

ARUN DISTRICT COUNCIL P/125/14/PL

2.24 "Fire and Rescue Service Contribution" means a contribution of One Thousand and Ninety Three Pounds (£1,093) and payable in accordance with Clause 13 increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding 11 September 2015 and the quarter preceding the date of payment of this contribution such contribution to make good a deficiency in fire and rescue services provision arising from the Development and in particular towards the provision and installation of additional fire safety equipment/smoke alarms to vulnerable persons homes in West Sussex Fire Rescue Services Southern Area serving Pagham

2.25 "Footpath" means the pedestrian only footpath which shall be constructed and laid out by ADC

2.26 "Footpath Land" means the land shown hatched brown on the plan which shall have a width of no greater than 1.8 metres from boundary to boundary

2.27 "Footpath Specification" means a specification for the laying out design of the Footpath including materials.

2.28 "Hanbury Footpath" means the footpath to be delivered on the land shown edged blue on the plan which is to be delivered by ADC and which shall join the Footpath

2.29 "Library Contribution" means the library contribution of £12,054 (Twelve Thousand and Fifty Four Pounds) and payable in accordance with Clause 14 increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding 11 September 2015 and the quarter preceding the date of payment of this contribution such contribution to make good a deficiency in library provision arising from the Development and in particular towards the development of a community meeting space at Willowhale Library

2.30 "Market Housing Units" means those Dwellings within the Development which are not Affordable Housing Units

2.31 "Management Company" means the private limited company to be established (if applicable) by the Owner to be responsible for the maintenance and management of the estate roads intended to be privately maintained on the Land unless otherwise agreed with WSCC (as appropriate) and the Footpath.

ARUN DISTRICT COUNCIL P/125/14/PL

2.32 "Occupation" means occupation of the Development or any part thereof for any use permitted by the planning permission except for occupation for construction, fitting out, marketing or security purposes (and the terms "Occupy" and "Occupied" will be interpreted in accordance with this definition)

2.33 "Plan" means the plan attached hereto

2.34 "Planning Permission" means the grant of planning permission pursuant to the Application

2.35 "the Public Open Space" means an area of 0.243ha within the Land to be laid out in accordance with the Public Open Space Specification and which shall include a local area of play

2.36 "Public Open Space Specification" means a specification for the laying out of the Public Open Space and which shall include a management plan for the future maintenance of the Public Open Space Including details of the management regime and responsibility

2.37 "Public Open Space Commuted Sum" means a commuted sum of £12,000 (twelve thousand pounds) to be used towards the maintenance of the Public Open Space

2.38 "Primary Education Contribution" means the financial contribution of £92,850 (Ninety Two Thousand Eight Hundred and Fifty Pounds) to make good a deficiency in primary education provision arising from the Development and in particular towards the expansion of Rose Green Junior School increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding 11 September 2015 and the quarter preceding the date of payment of the contribution

2.39 "Qualifying Occupiers" means persons who qualify for Affordable Housing within Schedule 3 to this Agreement and including residents of the District who are unable to resolve their housing needs in the local private sector market because of the relationship between housing costs and income

ARUN DISTRICT COUNCIL P/125/14/PL

2.40 "Registered Provider" or "RP" means a registered provider of affordable housing and appearing within the Arun District Council List of Approved Registered Providers attached as schedule 4 or specifically approved in writing for the purposes of the present Agreement

2.41 "Secondary Education Contribution" means the financial contribution of £99,928 (Ninety nine Thousand Nine Hundred and Twenty Eight Pounds) to make good a deficiency in secondary education provision arising from the Development and in particular towards additional small scale improvements at The Regis School increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding 11 September 2015 and the quarter preceding the date of payment of the contribution

2.42 "Sixth Form Education Contribution" means the financial contribution of £23,409 (Twenty Three Thousand Four Hundred and Nine Pounds) to make good a deficiency in sixth-form education provisions arising from the Development and in particular towards additional small scale improvements at The Regis School 0increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding 11 September 2015 and the quarter preceding the date of payment of the contribution

2.43" Specified Date" means the date upon which an obligation arising under this Agreement is due to be performed.

2.44 "TRO Contribution" means the contribution of £7,000 (Seven Thousand Pounds) towards the promotion, advertisement and installation of a potential Traffic Regulation Order for parking restrictions on Pagham Road should on-street car parking take place obstructing the Land access and/or sight lines associated with its operation once constructed and in use

3 Enabling Provisions

This Agreement is made pursuant to Section 106 of the Act, Section 111 Section 135 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

4 Commencement

ARUN DISTRICT COUNCIL P/58/15/OUT
ARUN DISTRICT COUNCIL P/125/14/PL

4.1 This Agreement shall come into effect upon the date of the Agreement but the obligations in Clauses 5, 6, 7, 8, 10, 11, 12, 13, 14 and 15 shall be conditional upon the grant of Planning Permission and Commencement of the Development

4.2 On Commencement of the Development the Owner will give to ADC and WSCC notice in writing of that commencement in the form of The Commencement Notice annexed to this Agreement as Schedule 1 addressed to ADC's Head of Planning Services and WSCC's Monitoring and Records Team, Strategic Planning Division for the time being of WSCC

COVENANTS IN FAVOUR OF ADC

5 On Site Affordable Housing

The Owners agree with ADC:-

5.1 Not to occupy or allow or permit the Occupation of more than fifty percent (50%) of the Market Housing Units on the Land unless and until the Affordable Housing has been provided on the Land in accordance with Schedules 3 and 4 hereto

6 Public Open Space

The Owners agree with ADC:-

6.1 to submit the Public Open Space Specification to the ADC for approval prior to commencement of the Public Open Space

6.2 to lay out the Public Open Space in accordance with the approved specification and ensure that the Public Open Space is made available for use by the public prior to the Occupation of the 18th Dwelling

6.3 within two months of the completion of the works referred to in Clause 6.2 to transfer the Public Open Space to ADC or to such body as it may direct PROVIDED THAT the Public Open Space may by agreement with ADC be handed over to ADC or its nominee for public use and for maintenance purposes in advance of the transfer or the Owner supply ADC with evidence that arrangements are in place to ensure that the Public Open Space is maintained so as to comply with clauses 6.1 and 6.2 above

ARUN DISTRICT COUNCIL P/58/15/OUT
ARUN DISTRICT COUNCIL P/125/14/PL

6.4 to pay the Public Open Space Commuted Sum upon the handover or transfer referred to in Clause 6.3 (whichever is the earlier)

7. ANOGS Contribution

The Owners agree with ADC :-

7.1 on or before first Occupation to pay to ADC the ANOGS Contribution

7.2 not to occupy or cause or allow to be occupied any Dwelling forming part of the Development before the ANOGS Contribution shall have been made

8. Footpath

8.1 PROVIDED THAT ADC is able to provide evidence to the Owners confirming that the Hanbury Footpath is to be delivered and ADC are able to confirm that they have obtained the necessary rights, consents and licences to build a footpath over the Ditch the Owners covenant that :

8.1.1. the Owners shall set aside the Footpath Land for the purposes of providing the Footpath

8.1.2. the Owners will grant ADC all necessary rights, licences and consents necessary for construction and access purposes to enable ADC to use the site access road during the course of laying out the Footpath

8.1.3. the Owners will pay to ADC the cost incurred by ADC in providing the Footpath on the Footpath Land the cost of which shall not exceed £15,000

8.1.4. Once the Footpath has been laid out by ADC in accordance with the Footpath Specification, it shall be transferred to the Management Company who shall thereafter be responsible for its management and maintenance

8.1.5. In the event that ADC is unable to provide evidence confirming that the Hanbury Footpath is to be delivered and that ADC have obtained the necessary rights, consents and licences to build a footpath over the Ditch within [5 (five)] years of the date of this Agreement the obligations contained in clauses 8 and 9 of this Agreement shall cease and determine absolutely and the Footpath Land may be used for such purposes as the Owners see fit

9. ADC Covenants

ADC covenants with the Owner:

ARUN DISTRICT COUNCIL P/58/15/OUT

ARUN DISTRICT COUNCIL P/125/14/PL

9.1 Prior to commencing the laying out of the Footpath to agree the Footpath Specification with the Owners

9.2 to provide the Footpath on the Footpath Land in accordance with the Footpath Specification

9.3 to take all reasonable steps and use all reasonable endeavours to minimise the cost of providing the Footpath

9.3 to repair any damage to the remainder of the Land caused in laying out the Footpath

COVENANTS IN FAVOUR OF WSCC AND ADC

10. Management Company

10.1 Prior to Occupation of the first Dwelling to submit to WSCC and ADC:

10.1 the name and contact details of the Management Company

10.2 a schedule for approval of the street furniture and the Footpath that the Management Company will be responsible for maintaining and a regime of maintenance

COVENANTS IN FAVOUR OF WSCC

11. Private Estate Roads

11.1 Prior to Commencement of Development to submit to WSCC for approval a plan showing the intended status of the estate roads and associated footways, footpaths and cycleways (for the avoidance of doubt those roads, footways, footpaths and cycleways that will be offered for adoption under S.38 of the Highways Act 1980 and those to remain private). Any plan should also include details of surfacing materials and construction of the estate roads

11.2 It is agreed with WSCC that all estates roads that are stated to be privately maintained by the Owners or the Management Company shall be:

11.2.1 constructed to a standard suitable for its intended use;

11.2.2 maintained by the Owners or the Management Company at their own expense in good and substantial repair and condition; and

11.2.3 shall not be dedicated by the Owners or the Management Company as a public highway or become a private street (as defined in the New Roads and Street Works Act 1991).

ARUN DISTRICT COUNCIL P/58/13/OUT {HRB.HRB.75333.1132.01227507.1}

ARUN DISTRICT COUNCIL P/125/14/PL

11.3 Upon completion of the construction of the estate roads stated to be privately maintained and therefore not being adopted under a Section 38 Agreement, the Owners will provide a report to be prepared and signed by a Chartered Engineer at their own expense to confirm that the constructions of the privately maintained estate roads have been designed and built to a suitable standard for their intended use.

11.4 The Owners or the Management Company covenant with WSCC:

11.4.1 that the privately maintained estate roads shall remain open and unobstructed at all times and available for use by both residents of the Development and members of the public as appropriate and the latter case without charge; and

11.4.2 to erect and maintain signs in positions agreed with WSCC advising the public that they are permitted to use the privately maintained estate roads but that it is not a public highway so as to prevent the dedication of the privately maintained estate roads and to prevent any presumption of dedication (whether arising under Section 31 of the Highways Act 1980 or otherwise)

12. Education Contribution

The Owners agree with WSCC:-

12.1 On or before Occupation of the first Dwelling to pay to WSCC the Education Contribution

12.2 Not to Occupy or cause or allow to be Occupied any Dwelling forming part of the Development before the Education Contribution shall have been paid

13. Fire and Rescue Service Contribution

The Owners agree with WSCC:-

13.1 On or before Occupation of the first Dwelling to pay to WSCC the Fire and Rescue Service Contribution

13.2 Not to Occupy or cause or allow to be Occupied any Dwelling forming part of the Development before the Fire and Rescue Service Contribution shall have been paid

14. Library Contribution

The Owners agree with WSCC:-

ARUN DISTRICT COUNCIL P/125/14/PL

14.1 On or before Occupation of the first Dwelling to pay to WSCC the Library Contribution

14.2 Not to Occupy or cause or allow to be Occupied any Dwelling forming part of the Development before the Library Contribution shall have been paid

15. TRO Contribution

The Owners agree with WSCC:-

15.1 On or before Occupation of the first Dwelling to pay to WSCC the TRO Contribution

15.2 Not to Occupy or cause or allow to be Occupied any Dwelling forming part of the Development before the TRO Contribution shall have been paid

16 Fire Hydrants

The Owners agree with WSCC:-

16.1 Prior to Commencement of Development, to submit to WSCC for approval (such approval not to be unreasonably withheld or delayed) a proposal for the location and installation of two fire hydrants in accordance with the West Sussex Fire Brigade Guidance Notes attached at Schedule 5 hereto

16.2 On or before Occupation of the first Dwelling to install the fire hydrant at their own expense, in the approved location and arrange for its connection to a water supply which is appropriate in terms of both pressure and volume for the purposes of fire fighting

17. WSCC Covenants

17.1 On receipt of the Education Contribution Library Contribution and Fire and Rescue Service Contribution to hold them as a separately identifiable balance within WSCC's accounts.

17.2 To use the Education Contribution Library Contribution and Fire and Rescue Service Contribution payable to it in accordance with the terms of this Agreement solely for the purposes set out within this Agreement and not for any other purpose without the prior written consent of the Owner and in the event that the Education Contribution Library Contribution and Fire and Rescue Service Contribution (or any part thereof) remain unspent or uncommitted to the funding of a contractual commitment at the date 10 years from payment of the contribution to repay to the party who made the payment any unspent contribution (or such part thereof as remains unspent) together with interest accrued thereon

ARUN DISTRICT COUNCIL P/58/15/OUT
ARUN DISTRICT COUNCIL P/125/14/PL

17.3 If at the end of the period referred to in clause 16.2 above WSCC shall have entered into a contract or other legally binding obligation to expend the said contribution or part thereof for the purposes specified then WSCC shall not be required to refund any part of the said contribution required for that purpose but shall as soon as possible following completion of the said contract account to the party that paid the said contribution to WSCC and refund any unexpended part of the relevant contribution.

18. Certificates

The Owners agree with WSCC and the ADC:

18.1 where this Agreement imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owner and the Applicant shall give to the ADC and WSCC notice of the Specified Date not more than seven days after such Specified Date

18.2 if the Owners fail to give the notice required under this Clause the ADC or WSCC as appropriate shall be entitled in their absolute discretion to determine the Specified Date and shall give notice to the Owners of that determination

19. ADC Index Linking

19 .1 The Owners undertake to ADC that any sums payable by the Owner under this agreement to ADC shall be increased by the application of the following formula:

$$A = B \times \frac{C}{D}$$

where:

A is the sum actually payable on the Specified Date/ Payment Date

B is the original sum mentioned in this agreement

C is the Retail Price Index for the quarter preceding the Specified Date

D is the Retail Price Index for the quarter preceding the date of this Agreement

$\frac{C}{D}$ is equal to or greater than 1

19.2 The adjustment in this clause shall only be made where the Specified Date is more than 6 months after the date of this undertaking

20. Interest

ARUN DISTRICT COUNCIL P/125/14/PL

The Owners agree with the ADC and WSCC to pay interest on sums due to ADC and WSCC under this Agreement but not paid on the Specified Date from the Specified Date until actual payment. The rate of interest shall be 4% above the Bank of England base rate from time to time.

221. Legal Costs

The Owners agree with ADC and WSCC:-

21.1 to pay on completion of this Agreement to the ADC and the WSCC their respective reasonable legal costs incurred in preparing and entering into this Agreement as follows:-

Payee	Amount of Legal Fees
ADC	£1,000
WSCC	£1,000

21.2 to pay on completion of any transfer under this Agreement to the ADC or WSCC its legal costs incurred in connection with the transfers of land referred to in this Agreement

22. Payment Notice

The parties to this Agreement hereby agree that all payments due under this Agreement shall be forwarded to the ADC or WSCC and shall have attached to them a copy of the Payment Notice contained in Schedule 2 to this Agreement duly completed.

23. General

The parties agree that:

23.1 nothing in this Agreement constitutes or constitutes an obligation to grant planning permission

23.2 nothing in this Agreement grants planning permission or any other approval consent or permission required from WSCC or ADC in the exercise of any other statutory function

ARUN DISTRICT COUNCIL P/58/15/OUT
ARUN DISTRICT COUNCIL P/125/14/PL

23.3 nothing in this Agreement fetters or restricts the exercise by WSCC and ADC of any of their powers

23.4 the obligations contained in Clauses 5, 6, 7, 8, 10, 11, 12, 13, 14 and 15 are planning obligations for the purpose of Section 106 of the Act

23.5 this Agreement constitutes a deed

23.6 this Agreement is enforceable by ADC as to Clauses 5, 6, 7, 8, 10 and 11 and by the WSCC as to Clauses 10, 11, 12, 13, 14 and 15

23.7 nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999

23.8 This Agreement shall apply to the Development as authorised by the Planning Permission issued pursuant to the Application or to the Development after variation or renewal of the Planning Permission from time to time

23.9 This Agreement is a Local Land Charge and shall be registered as such

23.10 No covenants or obligations contained in this Deed shall be binding upon any part of the Land that may in future be acquired by a statutory undertaker for the purposes of its undertaking or operational Land as defined in the S262 of the Act or upon any owner or tenant of an individual Dwelling

23.11 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development

24. Arbitration

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing arising out of or connected with this Deed shall be referred to the decision of a single arbitrator (acting as an expert and not as an arbitrator) to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force

ARUN DISTRICT COUNCIL P/58/15/OUT
ARUN DISTRICT COUNCIL P/125/14/PL

25. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF the Owners have applied their signatures to this Agreement as a Deed and the ADC and WSCC have applied their respective seals hereto the day and year first above mentioned

ARUN DISTRICT COUNCIL P/125/14/PL

SCHEDULE 1

Commencement Notice

Pursuant to Clause 4.2 in Planning Obligation Described Below

I advise you that the Development described below was commenced on the Start Date stated in this Notice.

Dated this _____ day of _____ 200

Signed _____

On Behalf Of: _____

TO:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF [DX: 57406] Littlehampton [2] Monitoring and Records Team, Strategic Planning Division , West Sussex County Council, County Hall, West Street, Chichester, West Sussex, PO19 1RQ [DX: 157410] Chichester 8
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

SCHEDULE 2

Payment Notice

Payment of Monies due under a Section 106 Planning Obligation/Agreement

Please answer all the questions.

1. Payment to be made by/on behalf of .....

2. Land at: .....

3. Agreement dated: .....

4. Planning application reference number [where applicable]

5. Obligation in Agreement

[a]	clause no.	
[b]	contribution towards	
[c]	amount of contribution due	
[d]	date upon which contribution is due	
[e]	amount of contribution enclosed	
[f]	amount of monitoring sum	

SCHEDULE 3

On Site Affordable Housing

The Owners agree with ADC :-

1. Obligation to Provide Affordable Housing

1.1 that the location of the Affordable Housing Units within the Development shall be as shown on the plan ;

1.2 to procure that the Affordable Housing Units are completed no later than the date on which the last of the Market Housing Units is completed;

1.3 (unless otherwise agreed in writing with ADC) not to occupy or permit or allow the occupation of any of the Market Housing Units without first having procured the disposal of the Affordable Housing Units (either freehold or leasehold for a period of not less than 165 years) to an RP on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule (save for paragraphs 4.2 and 5 of this Schedule).

1.4 With effect from the date on which they are completed (and with the exception of those persons listed in paragraphs 4.2 and 5) the Affordable Housing Units shall not be occupied other than by Qualifying Occupiers and for the avoidance of doubt this restriction shall apply not just to the first occupier of any of the Affordable Housing Units but to all subsequent occupiers of them.

2 . Mechanics and Terms of Transfer

FIRST OFFER

2.1 The Owners shall make an offer to an RP which offer shall include :-

(a) Sale of Land Contract

(b) A Draft Transfer

2.2 Such offer shall remain open for acceptance for no less than 3 months ("the first offer period") from the date of the offer being made ("the offer date")

SECOND OFFER

2.3 In the event that the first offer made in accordance with the above is not accepted within 3 months of the offer date then the Owner shall make a second offer to another RP to enter

ARUN DISTRICT COUNCIL P/58/15/OUT
ARUN DISTRICT COUNCIL P/125/14/PL

into a Sale of Land Contract not later than one month after the expiry of the first offer period ("the second offer") and such offer shall consist of the same as the first offer subject to revisions necessitated by lapse of time and shall remain open for acceptance for no less than 3 months ("the second offer period") from the date of the offer being made ("the second offer date ")

COMMUTED SUM PAYABLE IF FIRST AND SECOND OFFERS ARE NOT IMPLEMENTED

2.4 In the event of the second offer not being accepted within the second offer period then the Owners will pay to ADC a sum equivalent to the cost at that time of providing the Affordable Housing Units within the District and the Affordable Housing Units shall thereafter be released from the Affordable Housing obligations within this Deed which shall cease and determine absolutely

3. Nomination Rights

3.1 To procure that the RP grants nomination rights to ADC on first Occupation of 100 % of the Affordable Housing Units and at least 75% on each subsequent Occupation (PROVIDED THAT if ADC do not accept such offer then the RP shall in seeking to allocate the Affordable Housing Units have regard as far as possible to the following criteria:

3.1.1 any family association in the said administrative area in accordance with relevant housing allocation policies;

3.1.2 any period of ordinary residence in the said administrative area not immediately before the date on which any unit of accommodation becomes vacant;

3.1.3 any employment opportunity in the locality;

3.1.4 any other connection with the locality

but so that for the avoidance of doubt the satisfaction of such criteria hereof shall be determined by the body responsible for the allocation of the Affordable Housing Units from time to time)

4. Further Provisions

4.1 Nothing in this Deed shall be construed as imposing or otherwise implying any obligation on ADC to grant or make available any public subsidy or other financial support (or to assist the

ARUN DISTRICT COUNCIL P/125/14/PL

Owner or Applicant in obtaining such public subsidy or other financial support) in respect of the Affordable Housing Units;

4. 2 The provisions of this Schedule above shall cease to bind any of the Affordable Housing Units if in relation to that Affordable Housing Unit:

4.2.1 a statutory right to buy or a right to acquire pursuant to the Housing Act 1985 or Housing Act 1996 (or any statutory re-enactment amendment or replacement thereof or any additional statutory scheme) has been exercised; or

4.2.2 it shall have been sold under a shared ownership lease and the leaseholder (or its mortgagee) has staircased his ownership under the lease to 100 percent; and

4.3 in the event of any dispute as to whether any proposed occupier of any Affordable Housing Unit is a Qualifying Occupier the matter shall be determined by ADC (acting reasonably)

5. Mortgagee in Possession Clauses

5.1 The restrictions in this Schedule 3 shall:

5.1.1 (subject to the proviso below) not bind any Chargee of an affordable housing provider exercising a power of sale under its mortgage or charge or any administrator, fixed charge receiver including any receiver appointed under the Law of Property Act 1925, administrative receiver or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security.

5.1.2 Cease to apply to any completed Affordable Housing Units where an affordable housing provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008, Section 16 of the Housing Act 1996 or any similar or substitute right applicable

5.1.3 Cease to apply to any Affordable Housing Units where an affordable housing provider sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof

ARUN DISTRICT COUNCIL P/58/15/OUT
ARUN DISTRICT COUNCIL P/125/14/PL

PROVIDED THAT any Chargee shall prior to seeking to dispose of all or any of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give written notice to ADC of its intention to dispose and

(i) in the event that the Council responds within four weeks from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard it as an Affordable Housing Unit(s) then the Chargee shall use reasonable endeavours to complete such transfer provided that the Chargee shall be under no obligation to dispose of the Affordable Housing Unit(s) for an amount less than the sum outstanding under the terms of the relevant security documentation together with all accrued costs, interest and expense

(ii) if the Council does not serve its response to the notice served within four weeks then the Chargee shall be entitled to dispose of Affordable Housing Unit(s) free of the restrictions set out in this Schedule 3 which shall determine absolutely in respect of such Affordable Housing Unit(s)

(iii) if the Council or any other person cannot within four weeks of the date of service of its response complete such transfer of the Affordable Housing Unit(s) then provided that the Chargee shall have complied with its obligations in paragraph (i) of this further proviso then the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule 3 which shall determine absolutely in respect of such Affordable Housing Unit(s)

ARUN DISTRICT COUNCIL P/125/14/PL

SCHEDULE 4

Information Related to On Site Affordable Housing

List of RPs approved by ADC

Affinity Sutton
(Sunita Aujila)
Cams Hall
Cams Hill
Fareham
Hampshire
PO16 8AB
[redacted]

Guinness Hermitage
(Damian Haley)
Hermitage House
7 St Georges Walk
Waterlooville
Hants
[redacted]

Hyde Martlet
(John Martin)
Martlett House
Southern Gate
Chichester
West Sussex
PO19 8SG
[redacted]

Hastoe Group
(Jane Gallifent)
Marina House
17 Marina Parade
Hampton House
Hampton Wick
Kingston upon Thames
KT1 4BH
[redacted]

Worthing Homes
1 Chapel Road (Chris Pelling-Fulford)
Worthing
West Sussex
[redacted]

ARUN DISTRICT COUNCIL P/58/15/OUT
ARUN DISTRICT COUNCIL P/125/14/PL

[redacted]

Stonewater Housing Association
(Jackie Burton)
2nd Floor Westover House
West Quay
Poole
[redacted]

Southern Housing Group
(Liz Hills)
Spire Court
Albion way
Horsham
West Sussex
[redacted]

ARUN DISTRICT COUNCIL P/125/14/PL

SCHEDULE 5

West Sussex Fire Brigade Guidance Notes

ARUN DISTRICT COUNCIL P/58/15/OUT
ARUN DISTRICT COUNCIL P/125/14/PL

Fire and Rescue Service

Guidance Note: The Provision of Access, Fire Hydrants and an Adequate Water Supply for Fire Fighting

Adequate access for fire fighting vehicles and equipment from the public highway must be available and may require additional works on or off site, particularly in very large developments. (BS5588 Part B 5)

Works may be needed to fulfill the Fire Authority's duty to ensure the provision of an adequate supply of water for fire fighting (Fire Services Act 2004) Requirements for the provision of fire hydrants affixed to water mains and to carry out other works necessary to ensure adequate supplies of water, in terms of both volume and pressure, may be sought either as planning conditions or possibly through a legal agreement.

1.0 Water Undertakers

The water undertakers in the County are as follows:

Portsmouth Water Company
Southern Water Authority
South East Water
Sutton and East Surrey Water Company
Scottish and Southern Energy (inset water company)

2.0 The following guidelines are intended to assist landowners and developers.

- Hydrants are to be fitted to water mains at least 100mm in diameter in residential areas and 150mm diameter in commercial/industrial areas.

- In residential areas fire hydrants should be positioned no more than 150 metres from a standard ~~two floor~~ residence.

- Where multi-floor or multiple occupancy dwelling properties are constructed it may be necessary to install sprinkler systems or dry risers to ensure every part of every dwelling is no more than 45 metres from a fire fighting appliance.

- Where dry risers are installed, access to the inlet should be no more than 18 metres visible sight from a fire appliance and the distance to a hydrant should be no more than 90 metres.

- In industrial areas fire hydrants should be positioned no more than 90 metres from a building. Fire hydrants covering large public buildings and areas such as hospitals, hotels, schools, and town centre developments should comply with the relevant codes of practice.

ARUN DISTRICT COUNCIL P/125/14/PL

ARUN DISTRICT COUNCIL P/58/15/OUT

- In planning the provision of fire hydrants in rural areas, particular attention should be paid to specific risks and therefore no definitive distances can be provided.

- Where development is considered to be a 'major risk', it will be considered individually to ensure that the overall provision for fire fighting comprising, as appropriate, internal water based protection systems, private fire hydrants, statutory fire hydrants and other 'open water' supplies, is adequate.

Fire hydrants should be sited in positions to be agreed by the Fire Authority and, where possible, such locations will be at main roads, feeder roads or road junctions where they are readily visible.

3. Water Pressure

Water undertakers are under a statutory duty to cause the water in such of their water mains as have fire hydrants affixed to them to be laid on constantly and at such pressure as will cause the water to reach the top of the top-most storey of every building in the undertaker's area

In addition, contributions may be sought towards the provision of a new fire station or the redevelopment or extension of an existing station and its associated vehicles and equipment or associated community assets so as to enable the fire authority to meet the nationally prescribed standards of fire cover for the area.

Full details of the Fire and Rescue standards for access roads (including weight requirements) and for water supplies are available on request.

SIGNED and DELIVERED as a Deed by Rose-Ann Marie-Therese Rumpus
as Attorney for Marcus Frederick Rumpus
in the presence of:

Name
Address
Occupation

SIGNED and DELIVERED as a Deed by Caroline Anne Waller
as Attorney for Hannah Jean Northridge
in the presence of:

[redacted]

Name JADE LEWIS
Address CLARKE WILLMOTT LLP, TAUNTON, TA1 2PG.
Occupation SOLICITOR.

[redacted]
as attorney for
Hannah Jean Northridge

SIGNED and DELIVERED as a Deed by Nicholas David Francombe
As Attorney for Claire Hannah Northridge a
in the presence of:

[redacted]

Name JADE LEWIS
Address CLARKE WILLMOTT LLP, TAUNTON, TA1 2PG.
Occupation SOLICITOR.

[redacted]
attorney for
Claire Hannah
Northridge

SIGNED and DELIVERED
by Marcus Timothy Rumpus as his
Deed in the presence of:

Name
Address
Occupation

(HRB.HRB.75333.1132.01227507.1)

ARUN DISTRICT COUNCIL P/58/15/OUT

ARUN DISTRICT COUNCIL P/125/14/PL

ARUN DISTRICT COUNCIL P/125/14/PL

ARUN DISTRICT COUNCIL P/58/15/OUT

ARUN DISTRICT COUNCIL

Rev	Description	Drawn	Chkd	Date
H	Plan 1 moved to Client & Planning comments	ML	-	07/10/15
J	Parking layout adj plots 6-7 & 12-28 moved	ML	-	02/11/15
K	Possible lake + footpath access route added	ML	-	09/03/16
L	Possible lake + footpath access branch removed. Site boundary line colour changed	ML	-	20/04/16

30/6/16

30/6/16

300N

200N

100N

500E

300E

700E

POS = 0.018Ha

POS = 0.225Ha

red line represents root protection zone extent

New buffer boundary screen planting

Existing boundary trees

Land available for possible future footpath

parking court

Hotel

PAGHAM ROAD

N

0m 5 10 20 30m

Scale 1:500 at A1

Site area = approx. 1.4 ha.

POS Area Shaded area =0.243Ha.

1750 sq.m. translocation area / route alongside ditch & boundary.

feature detailed wall

site boundary

Indicative new landscaping - details to be provided by landscape architect

existing trees retained

denotes affordable units

bin collection point

parking bays

visitor parking bays with specific painted markings as delineation

existing buildings to be removed.

New boundary 1.8m high close boarded fence with appropriate species of ground cover and cutter planting within the negate access zone. All to be approved under condition.

Unit 17 Vicarage Farm Wisborough Road Ferry Pulborough RH20 2HD
T 01798 875116 F 01798 875116
E enquiries@designedspaces.co.uk W www.designedspaces.co.uk

Proposed Residential Development
Land to the rear of 251 Pagham Road
Pagham
Orchard Homes and Development Ltd

Existing Hedgerow | Proposed Hedgerow | Post and Rail Boundary

Site Plan
Planning Layout

Orchard

Scale 1:500 | Paper Size A1 | Sheet No 1 | Drawn ML | Date 30/03/16

Detail Planning

11-1065-005-L

ARUN DISTRICT COUNCIL P/58/15/OUT

ARUN DISTRICT COUNCIL P/58/15/OUT

ARUN DISTRICT COUNCIL P/125/14/PL

SIGNED and DELIVERED as a Deed by Rose-Ann Marie-Therese Rumpus
as Attorney for Marcus Frederick Rumpus
in the presence of:

Name
Address
Occupation

SIGNED and DELIVERED as a Deed by Caroline Anne Waller
as Attorney for Hannah Jean Northridge
in the presence of:

[redacted]

Hannah Jean Northridge

[redacted]

Name JADE LYUS
Address CLARKEWILLMOTT LLP, TAUNTON, TA1 2PG.
Occupation SOLICITOR.

SIGNED and DELIVERED as a Deed by Nicholas David Francombe
As Attorney for Claire Hannah Northridge a
in the presence of:

[redacted]

attorney for Claire Hannah Northridge

[redacted]

Name JADE LYUS
Address CLARKE WILLMOTT LLP, TAUNTON, TA1 2PG.
Occupation SOLICITOR.

SIGNED and DELIVERED
by Marcus Timothy Rumpus as his
Deed in the presence of:

Name
Address
Occupation

(HRB.HRB.75333.1132.01227507.1)

ARUN DISTRICT COUNCIL P/125/14/PL

ARUN DISTRICT COUNCIL P/58/15/OUT

SIGNED and DELIVERED as a Deed by Rose-Ann Marie-Therese Rumpus
as Attorney for Marcus Frederick Rumpus [redacted] 30/6/16
in the presence of:

J. Pluckrose

Name MRS. J. PLUCKROSE
Address ROBLYN, COLLEGE LANE, ELLISFIELD
Occupation RETIRED

SIGNED and DELIVERED as a Deed by Caroline Anne Waller
as Attorney for Hannah Jean Northridge
in the presence of:

Name
Address
Occupation

SIGNED and DELIVERED [redacted] 30/6/16
by Marcus Timothy Rumpus as his
Deed in the presence of: J. Pluckrose

Name MRS. J. PLUCKROSE
Address ROBLYN, COLLEGE LANE, ELLISFIELD
BASINGSTOKE HANTS
Occupation RETIRED

SEALED with the COMMON SEAL

ARUN DISTRICT COUNCIL P/125/14/PL

ARUN DISTRICT COUNCIL P/125/14/PL

ARUN DISTRICT COUNCIL P/58/15/OUT

SEALED with the COMMON SEAL
of ARUN DISTRICT COUNCIL
in the presence of:

[redacted]

D S W H/N Town
Solicitor

Seal Book No:
389/2016

Authorised Signatory

Solicitor to the Council
Arun District Council
The Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF

SEALED with the COMMON SEAL
of WEST SUSSEX COUNTY COUNCIL
in the presence of:

I hereby certify this to be
a true copy
[redacted]

Seal Book No:

Authorised Signatory

SIGNED and DELIVERED as a Deed by Rose-Ann Marie-Therese Rumpus
as Attorney for Marcus Frederick Rumpus
in the presence of:

Name
Address
Occupation

SIGNED and DELIVERED
by Hannah Jean Northridge as her
Deed in the presence of:

Name
Address
Occupation

SIGNED and DELIVERED
by Claire Hannah Northridge as her
Deed in the presence of:

Name
Address
Occupation

SIGNED and DELIVERED
by Marcus Timothy Rumpus as his
Deed in the presence of:

Name
Address
Occupation

ARUN DISTRICT COUNCIL P/58/15/OUT

ARUN DISTRICT COUNCIL P/125/14/PL

of ARUN DISTRICT COUNCIL
in the presence of:

Seal Book No:

Authorised Signatory

SEALED with the COMMON SEAL
of WEST SUSSEX COUNTY COUNCIL
in the presence of:

[redacted]

Seal Book No:

Authorised Signatory

ARUN DISTRICT COUNCIL P/125/14/PL

ARUN DISTRICT COUNCIL P/58/15/OUT

Solicitor to the Council
Arun District Council
The Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF

I hereby certify this to be

[redacted]

[redacted]

[redacted]

ARUN DISTRICT COUNCIL P/125/14/PL

ARUN DISTRICT COUNCIL P/58/15/OUT

This power of attorney is made on 22 June 2016 by Marcus Frederick Rumpus of PO Box 86, Guildford, Western Australia, 6055, Australia (the "**Principal**").

1 Appointment and powers

1.1 The Principal appoints Rose-Ann Marie-Therese Rumpus of Wyckens, College Lane, Ellisfield, Nr. Basingstoke, Hants RG25 2QG as his attorney ("**Attorney**") and in the Principal's name or otherwise and on his behalf:

1.1.1 to consider, settle, approve, sign, execute, deliver and/or issue all agreements, documents, certificates and instruments (all whether as a deed or not) which the Attorney in her absolute discretion considers desirable in connection with obtaining planning permission for and selling land on the West Side of Pagham Road Pagham and 251 Pagham Road Bognor Regis comprised in title numbers WSX291132 and WSX291054 and land at Pagham Mill Nurseries Pagham Road Pagham and land adjoining Pagham Mill Nurseries, Pagham Road, Bognor Regis comprised in title numbers WSX261268 and WSX264415 ("**Transaction**") including without limitation the following documents:

(a) section 106 agreement

(b) sale contract

subject to such amendments or variations as the Attorney may agree ("**Documents**"); and

1.1.2 to take any steps or do any thing which the Attorney in her absolute discretion considers desirable in connection with the implementation of the Transaction or the implementation and/or execution of the Documents.

2 Ratification

The Principal undertakes to ratify and confirm whatever the Attorney does or purports to do in good faith in the exercise of any power conferred by this power of attorney.

3 Validity

The Principal declares that a person who deals with the Attorney in good faith may accept a written statement signed by that Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

4 Indemnity

4.1 The Principal undertakes to indemnify the Attorney against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses) which she sustains or incurs in connection with any action taken [by either of them] in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).

4.2 This indemnity shall not cover the Attorney to the extent a claim under it results from the negligence or wilful misconduct of the Attorney.

ARUN DISTRICT COUNCIL P/58/15/OUT

ARUN DISTRICT COUNCIL P/125/14/PL

5 Governing law and jurisdiction

This power of attorney and any dispute or claim arising out of or in connection with it, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this power of attorney or its subject matter or formation (including non-contractual disputes or claims).

This document has been signed as a deed and delivered on the date first above written.

Executed as a **deed**
by Marcus Frederick Rumpus
in the presence of:

[redacted]

Witness signature:

Witness name: Robert James Bond

Witness address: 126 Hamersley Rd
Caversham WA

Witness occupation: Viticulturist

ARUN DISTRICT COUNCIL P/58/15/OUT

ARUN DISTRICT COUNCIL P/125/14/PL

This power of attorney is made on 30th June 2016 by Hannah Jean Northridge of 9 Coole Drive, Enniskillen, Fermanagh, Northern Ireland, BT746BS (the "**Principal**").

1 Appointment and powers

1.1 The Principal appoints Caroline Anne Waller, Partner, Clarke Willmott LLP, Blackbrook Gate, Blackbrook Park Avenue, Taunton, TA1 2PG as her attorney ("**Attorney**") and in the Principal's name or otherwise and on her behalf:

1.1.1 to consider, settle, approve, sign, execute, deliver and/or issue all s106 agreements ("**Documents**"), which the Attorney in her absolute discretion considers desirable in connection with obtaining planning permission for land on the West Side of Pagham Road Pagham and 251 Pagham Road Bognor Regis comprised in title numbers WSX291132 and WSX291054 and land at Pagham Mill Nurseries Pagham Road Pagham and land adjoining Pagham Mill Nurseries, Pagham Road, Bognor Regis comprised in title numbers WSX261268 and WSX264415 ("**Transaction**") subject to such amendments or variations as the Attorney may; and

1.1.2 to take any steps or do any thing which the Attorney in her absolute discretion considers desirable in connection with the implementation of the Transaction or the implementation and/or execution of the Documents.

2 Ratification

The Principal undertakes to ratify and confirm whatever the Attorney does or purports to do in good faith in the exercise of any power conferred by this power of attorney.

3 Validity

The Principal declares that a person who deals with the Attorney in good faith may accept a written statement signed by that Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

4 Indemnity

4.1 The Principal undertakes to indemnify the Attorney against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses) which she sustains or incurs in connection with any action taken in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).

4.2 This indemnity shall not cover the Attorney to the extent a claim under it results from the negligence or wilful misconduct of the Attorney.

5 Governing law and jurisdiction

This power of attorney and any dispute or claim arising out of or in connection with it, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to

ARUN DISTRICT COUNCIL P/58/15/OUT

ARUN DISTRICT COUNCIL P/125/14/PL

settle any dispute or claim arising out of or in connection with this power of attorney or its subject matter or formation (including non-contractual disputes or claims).

This document has been signed as a deed and delivered on the date first above written

Executed as a deed)
by Hannah Jean Northridge)
in the presence of:)

Witness signature:

Witness name: GERARD CASSIDY

Witness address: 19 CALDRUM RD

DERRYGONNELLY BT93 6HW

Witness occupation: BRANCH LIBRARY MANAGER

ARUN DISTRICT COUNCIL P/58/15/OUT

ARUN DISTRICT COUNCIL P/125/14/PL

This power of attorney is made on 30th June 2016 by Claire Hannah Northridge of 251 Pagham Road, Pagham, PO21 3QB (the "**Principal**").

1 Appointment and powers

1.1 The Principal appoints Nicholas David Francombe, Partner, Clarke Willmott LLP, Blackbrook Gate, Blackbrook Park Avenue, Taunton, TA1 2PG as her attorney ("**Attorney**") and in the Principal's name or otherwise and on her behalf:

1.1.1 to consider, settle, approve, sign, execute, deliver and/or issue all s106 agreements ("**Documents**"), which the Attorney in his absolute discretion considers desirable in connection with obtaining planning permission for land on the West Side of Pagham Road Pagham and 251 Pagham Road Bognor Regis comprised in title numbers WSX291132 and WSX291054 and land at Pagham Mill Nurseries Pagham Road Pagham and land adjoining Pagham Mill Nurseries, Pagham Road, Bognor Regis comprised in title numbers WSX261268 and WSX264415 ("**Transaction**") subject to such amendments or variations as the Attorney may; and

1.1.2 to take any steps or do any thing which the Attorney in his absolute discretion considers desirable in connection with the implementation of the Transaction or the implementation and/or execution of the Documents.

2 Ratification

The Principal undertakes to ratify and confirm whatever the Attorney does or purports to do in good faith in the exercise of any power conferred by this power of attorney.

3 Validity

The Principal declares that a person who deals with the Attorney in good faith may accept a written statement signed by that Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

4 Indemnity

4.1 The Principal undertakes to indemnify the Attorney against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses) which she sustains or incurs in connection with any action taken in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).

4.2 This indemnity shall not cover the Attorney to the extent a claim under it results from the negligence or wilful misconduct of the Attorney.

5 Governing law and jurisdiction

This power of attorney and any dispute or claim arising out of or in connection with it, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to

ARUN DISTRICT COUNCIL P/58/15/OUT

ARUN DISTRICT COUNCIL P/125/14/PL

settle any dispute or claim arising out of or in connection with this power of attorney or its subject matter or formation (including non-contractual disputes or claims).

This document has been signed as a deed and delivered on the date first above written

Executed as a **deed**)
by Claire Hannah Northridge)
in the presence of:)

[redacted]

Witness signature: [redacted]

Witness name: GERARD CASSIDY

Witness address: 19 CALTRUM RD

DERRYGONNELLY BT93 6HW

Witness occupation: BRANCH LIBRARY MANAGER.

ARUN DISTRICT COUNCIL P/58/15/OUT

ARUN DISTRICT COUNCIL P/125/14/PL

DATED 25 April 2017

DEED OF VARIATION

of an agreement entered into under Section 106 of the Town and Country Planning Act 1990 relating to land at 251 Pagham Road, Pagham PO21 3QB.

between

(1) **MF RUMPUS, HJ NORTHRIDGE, CH NORTHRIDGE AND MT RUMPUS**

and

(2) **ARUN DISTRICT COUNCIL**

and

(3) **WEST SUSSEX COUNTY COUNCIL**

and

(4) **CRAYFERN HOMES LIMITED**

11 The Avenue, Southampton SO17 1XF

[redacted]

www.mooreblatch.com

DX 38507 Southampton 3
(Ref: 40383.51)

Moore Blatch is the trading name of Moore Blatch LLP, which is a limited liability partnership registered in England and Wales, registration number OC335160. The registered office is 11 The Avenue, Southampton SO17 1XF.

DATE 25 April 2017

PARTIES

(1) **MARCUS FREDERICK RUMPUS** of PO Box 88, Guildford, Western Australia, 6055, Australia and **HANNAH JEAN NORTHRIDGE** of 9 Coole Drive, Enniskillen, Fermanagh, Northern Ireland BT74 6BS and **CLAIRE HANNAH NORTHRIDGE** of 251 Pagham Road, Pagham, PO21 3QB and **MARCUS TIMOTHY RUMPUS** of Wykens, Axford Road, Ellisfield, Hampshire RG25 2QG ("**the Owners**")

(2) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF ("**ADC**")

(3) **WEST SUSSEX COUNTY COUNCIL** of County Hall, Chichester, West Sussex PO19 1RQ ("**WSCC**")

(4) **CRAYFERN HOMES LIMITED** incorporated and registered in England and Wales with company number 02703219 whose registered office is at Victoria House, 14 St. Johns Road, Hedge End, Southampton, Hampshire SO30 4AB ("**Crayfern**")

WHEREAS:-

(1) By an agreement ("the Agreement") dated 30 June 2016 made between the Owners (1) ADC (2) and WSCC (3) pursuant to Section 106 of the Town and Country Planning Act 1990 ("the Act") the land therein described as land situate at 251 Pagham Road Pagham PO21 3QB and shown edged in black on the plan annexed thereto ("the Land") was made the subject of the planning obligations as set out therein and annexed hereto for ease of reference

(2) Crayfern has applied under planning application reference P/137/16/PO to vary the terms of the Agreement in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH as follows:-

1. This Deed is made in pursuance of Section 106 and Section 106A of the Act in order to vary the terms of the said Agreement.

2. It is hereby agreed that the Agreement shall be varied as follows:-

2.1 The words "Social Rent" shall be deleted from the definition of "Affordable Housing Units" and replaced with "Affordable Rent".

3. Save as aforesaid the said Agreement shall remain in full force and effect

4. This instrument shall take effect as a Deed

5. Crayfern shall on completion of this Deed of Variation pay the reasonable legal costs of the ADC and WSCC for entering into this Deed in the sums of respectively for ADC £250.00 for WSCC £250.00

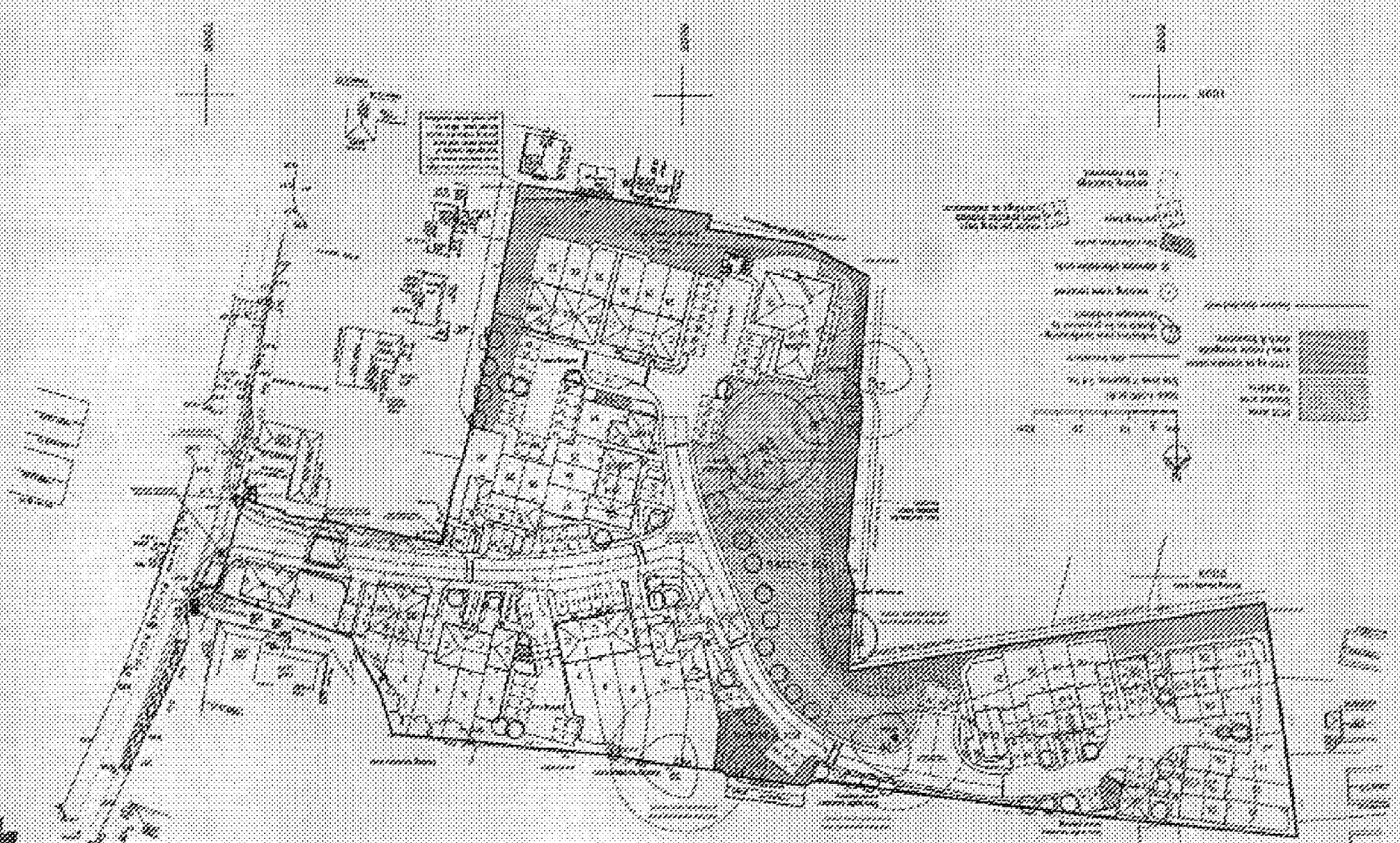
6. There shall be annexed to the Agreement a memorandum or other endorsement to sufficiently record this variation

IN WITNESS whereof the parties hereto have executed this instrument as a Deed the day and year first above written

1

ARUN DISTRICT COUNCIL P/137/16/PO
ARUN DISTRICT COUNCIL P/58/15/OUT

Decail Planning
11-1065-005-L
Orchard



19 OCT 2016

ARUN DISTRICT COUNCIL P/137/16/PO

ARUN DISTRICT COUNCIL P/58/15/OUT

EXECUTED as a **DEED** by **MARCUS FREDERICK RUMPUS** in the presence of:

Signature of witness:

Name:

Address:

[redacted]

MRS RACHEL MCCARTHY
8 MEADOW RISE
NORTH WALTHAM
BASINGSTOKE RG25 2SU.

EXECUTED as a **DEED** by **HANNAH JEAN NORTHRIDGE** in the presence of:

Signature of witness: [redacted]

Name: Lucy Bass

Address: 6 Bayly Close Exeter.

EXECUTED as a **DEED** by **CLAIRE HANNAH NORTHRIDGE** in the presence of:

[redacted]

Signature of witness: [redacted]

Name: Lucy Bass

Address: 6 Bayly Close Exeter.

EXECUTED as a **DEED** by **MARCUS TIMOTHY RUMPUS** in the presence of:

Signature of witness:

Name:

Address:

[redacted]

MRS RACHEL MCCARTHY
8 MEADOW RISE
NORTH WALTHAM
BASINGSTOKE
RG25 2SU

2

EXECUTED as a **DEED** by affixing the common seal of **ARUN DISTRICT COUNCIL** in the presence of:)

[redacted]

Seal Book No:

Authorised Signatory:

EXECUTED as a **DEED** by affixing the common seal of **WEST SUSSEX COUNTY COUNCIL** in the presence of:)

Seal Book No: [redacted]

Authorised Signatory:

EXECUTED as a **DEED** by **CRAYFERN HOMES LIMITED** acting by [redacted], a director, in the presence of:)

Signature of witness: [redacted]

Name:

Address: