

PLANNING AGREEMENT COMPLETION STATEMENT
Heads of Terms

9 June 2017

Legal Ref: 00006064

TO:

- Sue Loveday - Deed Store
- Richard Temple - Instructing Officer (Instructing Officer to advise their Team Leader if appropriate)
- Ros Bentley - S106 Monitoring Officer
- Nicola Spencer - Technical Support Unit
- Christine Bardwell - Local Land Charges
- Claire Rowlands - Finance and Property
- Clare Thompson - NNDR and Council Tax
- LandCharges@arun.gov.uk - Local Land Charges

Completed Deed relating to: Barfoots of Botley Limited Sefter Farm Pagham Road Pagham West Sussex PO21 3PX - S106 Agreement - P/76/16/PL

Planning Application Reference: P/76/16/PL

Seal Register Number: 319/2017

The attached table sets out the Heads of Terms for the S106 Agreement/Deed of Variation/Supplemental Agreement. (please complete the relevant table and delete the table which is not required) Number 23 in register

Statement completed by: Delwyn Jones Planning Solicitor Legal Services

S106 Deed Completion Statement – Heads of Terms

Planning Application Ref: **Date of Agreement:** XXXXXXXXXXXXXXXX P/76/16/PL Barfoots of Botley Limited Sefton Farm Pagham Road Pagham West Sussex PO21 3PX

FINANCIAL Obligation(s) Summary	Trigger Point	Amount	Due to (ADC, WSCC, NHS, OTHER)	Indexation and/or Interest	5% or £15,000 for related projects	Spend by restriction
Legal Fee	On Completion of Deed		ADC	No	No	No
£400.00 to ADC	Start of Development	£20,000 Highways Works Contribution to WSCC	WSCC as Highways Authority	no	no	no
NON-FINANCIAL Obligation Summary		Trigger Point	Due To (ADC,WSCC OTHER)	Department/Officer to Confirm Compliance		

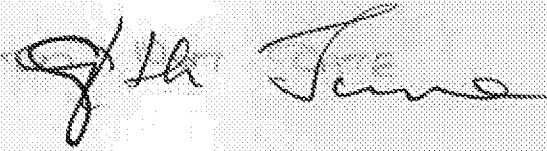
Other Comments started 13/2/17 completed 8 /6/17 completed timeously in all circumstances

WSCC is the recipient so was the main party in this planning obligation so it was largely drafted by them – there were gaps caused by changes in mortgagees changes in personnel and changes in plans

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Legal Services Ref: 00006064

Date:



2017

PARTIES:

1. **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF (hereinafter called "the District Council")
2. **WEST SUSSEX COUNTY COUNCIL** of County Hall, Chichester, West Sussex PO19 1RQ (hereinafter called "the County Council")
3. **BARFOOTS OF BOTLEY LIMITED** Company Registration Number 02383478 whose registered office is situated at Sefter Farm, Pagham Road, Bognor Regis, West Sussex, PO21 3PX (hereinafter called "the Owner")

WHEREAS

1. The District Council is the Local Planning Authority for the area in which the Land is situated.
2. The County Council is the County Planning Authority and the Highway Authority for the area in which the Land is situated.
3. The Owner is the owner of the freehold of the Land with title number WSX384606 known as the Freehold land shown edged with red on the plan of the above title filed at the registry and being land lying to the west of Pagham Road, Bognor Regis and the owner of the leasehold of the Land with title number WSX328880 and being Sefter Farm, Pagham Road, Bognor Regis PO21 3PX.
4. The Owner has made the Application and is proposing to carry out the Development.
5. The Owner has agreed to enter into this Agreement with the District Council and the County Council and have agreed to comply with the terms and conditions contained herein.

6. The District Council has resolved that subject to the completion of this Agreement Planning Permission be granted subject to the conditions for the Development.
7. This Agreement is made by way of deed.

NOW THIS DEED WITNESSETH as follows:

1. Interpretation

- 1.1 In this Agreement unless otherwise stated the following expressions shall have the following meanings:

"All Requisite Consents" means all requisite consents orders agreements authorisations licences and permissions required to implement a Scheme;

"the 1990 Act" shall mean the Town and Country Planning Act 1990;

"the Application" means an application for planning permission made by Barfoots of Botley Limited to the District Council and under reference number P/76/16/PL for the construction of a building for the packaging, preparation & distribution of fresh foods with ancillary accommodation associated with the existing horticultural business, revisions to internal access road, car parking & hardstanding areas and landscaping and provision of a wetland;

"Commencement of the Development" shall mean the date on which operations other than Preparatory Operations authorised by the Planning Permission are begun as defined in section 56 of the 1990 Act;

"the Development" shall mean the development authorised by the Planning Permission;

"the Land" shall mean that part of the land at Seftor Farm, Pagham Road, Bognor Regis PO21 3PX registered under Title Numbers WSX384606 to the extent shown edged and hatched red on the Site Plan BUT FOR THE AVOIDANCE OF DOUBT NOT that part of the hatched triangle marked "PROPOSED CONSTRUCTED WETLAND LOCATION";

"the Owner" shall mean the First Owner and the Second Owner;

"the Planning Permission" shall mean a planning permission to be granted by the District Council in respect of the Application and in the substantive form of the planning permission marked 'draft' at Schedule 2 to this Agreement;

"Preparatory Operation" means an operation or item of work of or connected with or ancillary to archaeological investigation, exploratory boreholes and trial pits, survey of existing structures, demolition, site clearance and excavation (including associated temporary works) and/or site preparation, site reclamation and site remediation works, preliminary landscaping, diversion, decommissioning and/or laying of services for the supply or carriage of water, sewerage, gas, electricity, telecommunications or other media or utilities, the erection of fences, hoardings and scaffolding and construction of temporary access and service roads, and other works and site establishment preparatory to the commencement of construction including temporary extinguishment and closure of public rights affecting the Site and operations permitted by the Town and Country Planning (General Permitted Development) England Order 2015;

"the Highway Contribution" shall mean the sum of £20,000 (TWENTY THOUSAND POUNDS) to be used by the County Council to apply to the Scheme;

"Site Plan" shall mean the plan at Schedule 1 to this Agreement and entitled Location Plan Drawing No P101 rev 03;

"the Scheme" means the improvement of access to and from the Development either by way of improvements/enhancements/alterations to the nearby public rights of way network and/or existing public roads that is funded, commissioned, provided and implemented by the County Council or its authorised agents;

"the Specified Date" shall mean the Commencement of Development.

1.2 Clause headings shall not affect the interpretation of this deed.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the County Council and District Council the successors to its respective statutory functions.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; provided that, as between the parties, no such amendment, extension or re-enactment shall apply to the deed to the extent that it would impose any new or extended obligation, liability or restriction, on, or otherwise adversely affect the rights of, any party.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to writing or written does not include faxes or e-mail.
- 1.11 A reference to "this Agreement" or to any other agreement or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses and plans are to the clauses and plans of this deed.

2. Statutory Provisions.

- 2.1 This Agreement is made pursuant to Section 106 of the Act Section 1 of the Localism Act 2011 Section 111 of the Local Government Act 1972 and all other powers and the obligations contained herein are planning obligations for the purposes of Section 106 of the Act and are entered into by the Owner with the

intention that they bind the Owner's respective interests in the Land and those of his successors and assigns.

2.2 Save for clause 15 none of the provisions in this Deed shall have operative effect unless and until the this Agreement is dated and Planning Permission has been granted save this clause and clauses 1, 2, 4.1, 6 to 10 inclusive which have operative effect on the date of this Agreement.

2.3 The Planning Obligations contained in this Deed are enforceable by the County Council.

3. The Owner's covenants

3.1 The Owner hereby covenants with the County Council that they shall pay the Highway Contribution to the County Council on or before the Specified Date.

3.2 The Owner hereby covenants with the County Council not to Commence the Development before the Highway Contribution shall have been paid.

3.3 It is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply the Highway Contribution to compensate it for all work done by the County Council's employees servants agents or contractors (in all cases at fair and proper rates) in discharging its obligations under this Agreement including without limitation the processing and obtaining of All Requisite Consents and the supervision and design of the implementation of a Scheme and any necessary advertisements.

4. The County Council's Covenants

4.1 The County Council covenants with the party that pays the Highway Contribution that upon receipt of the Contribution it will hold it in a separately identified interest bearing section of the County Council's combined accounts.

4.2 The County Council covenants with the party that pays the Highway Contribution to issue to them within ten years of the date of receipt of the Highway Contribution an account certified by the Director Finance and Assurance for the time being of the County Council detailing the Scheme on which the Highway Contribution has been expended by the County Council.

- 4.3 If or to the extent that the Highway Contribution shall not have been spent at the date of the accounts referred to in Clause 4.2 above the County Council shall on such date refund to the party that pays the contribution any unexpended part thereof together with compound interest thereon from the date of receipt of the Contribution as provided for in clause 3.1 above to the date of repayment at the base lending rate of the HSBC Bank applicable at the date of repayment calculated on a day to day basis.
- 4.4 If at the date referred to in Clause 4.2 the County Council shall have entered into a contract or other legally binding obligation to expend the Highway Contribution or part thereof for the purposes specified then the County Council shall not be required to refund any part of the Highway Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the contribution in the manner set out in Clause 4.2 hereof and refund any unexpended part of the Highway Contribution in the manner set out in Clause 4.3 hereof.
- 4.5 On request by the Owner the County Council will identify and explain the progress and outcome of the monies to which monies are applied.

5. Interest

The Owner agrees with the County Council to pay interest on the sums due to the County Council under this Agreement but not paid on the Specified Date from the Specified Date until actual payment at 4% per annum above base lending rate of the Bank of England on the amount owing between the date on which payment first became due to the date of payment.

6. Local Land Charge

This Agreement is a Local Land Charge and shall be registered as such by the District Council.

7. Contracts (Rights of Third Parties) Act 1999

For the avoidance of doubt it is hereby agreed and declared that:-

- (a) nothing in this Agreement shall be construed as expressly providing a right for any third party within the meaning of the Contracts (Rights of Third Parties) Act 1999; and
- (b) nothing in this Agreement is intended to confer any benefit on any third party (whether referred to herein by name class description or otherwise) or any right to enforce a term contained in this Agreement.

8. Costs.

- 8.1 The Owner covenants with the District Council to pay their reasonable legal costs involved in the completion of this Agreement in the sum of no more than £500 .
- 8.2 The Owner covenants with the County Council to pay their reasonable legal costs involved in the completion of this Agreement.

9. Section 278 Agreements

The Owners shall not be required to enter into any agreement under sections 38 or 278 of the Highways Act 1980 to secure the Scheme or any aspect of the Development.

10. VAT

The Owner shall not be obliged to make any contribution towards the VAT payable by the County Council in respect of any works to be undertaken by the County Council AND FOR THE AVOIDANCE OF DOUBT this includes all cases insofar as and to the extent that the amount of such VAT is (by way of set-off or otherwise) recoverable by or reimbursable to the County Council.

11. Release

No person shall be liable for any breach of an obligation, restriction or covenant contained in the Agreement after parting with that part of its interest in the Land which is relevant to that obligation, restriction or covenant contained in the Agreement, except in respect of any breach by it subsisting prior to parting with such interest.

12. Determination of Agreement

This deed shall be determined and have no further effect if the Planning Permission:

- (a) expires before the Commencement of Development;
- (b) is varied or revoked other than at the request of the First Owner or Second Owner; or
- (c) is quashed following a successful legal challenge.

13. Notices

13.1 Any notice or other communication required to be given under or in connection with this deed

- (i) shall be in writing
- (ii) shall refer to this deed being a s106 planning agreement and should cite the address of Land and the date of this Agreement of the Land
- (iii) be delivered by hand, or by pre-paid first class post or by commercial courier, to any person required to receive the notice or communication at its address as set out below:

(a) District Council: Head of Legal and Administrative Services , Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF;

(b) County Council: Head of Legal, West Sussex County Council, County Hall, Chichester, West Sussex PO19 1RQ;

(c) Owner: Finance/Legal Director, Barfoots of Botley Limited, Sefter Farm, Pagham Road, Bognor Regis, West Sussex, PO21 3PX

or to any successor or equivalent posts as otherwise specified by the relevant person by notice in writing to each other person.

13.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first class post at 9.00 am on the second Working Day after posting; or

(c) if delivered by commercial courier, at the time recorded by the commercial courier.

14. Jurisdiction

14.1 This Deed is governed by and interpreted in accordance with the laws of England and Wales.

14.2 It is hereby agreed that the Parties irrevocably submit to the exclusive jurisdiction of the English Courts.

15. Delivery

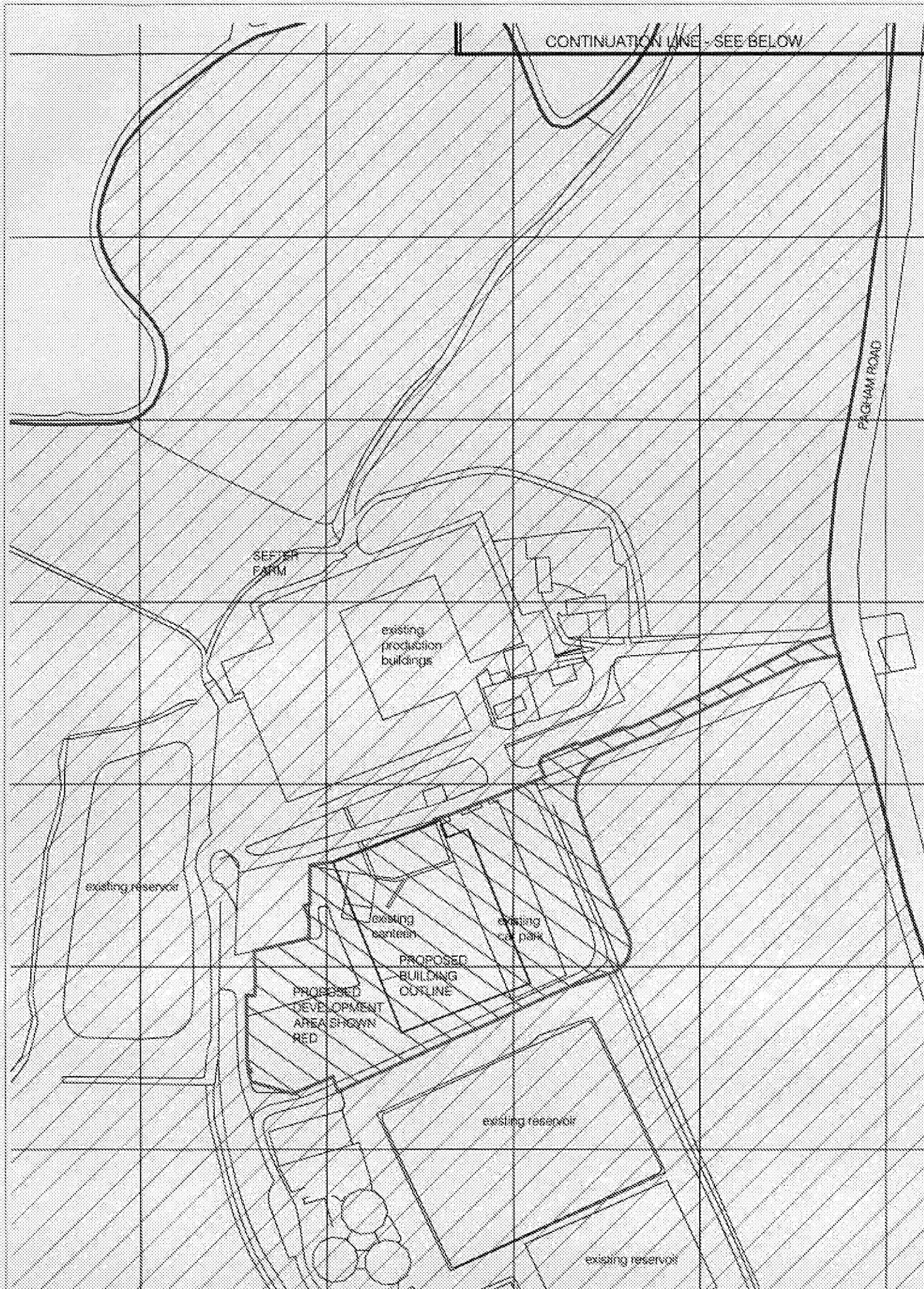
This Agreement is delivered on the date written at the start and the provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

IN WITNESS whereof we have duly executed this document as a Deed

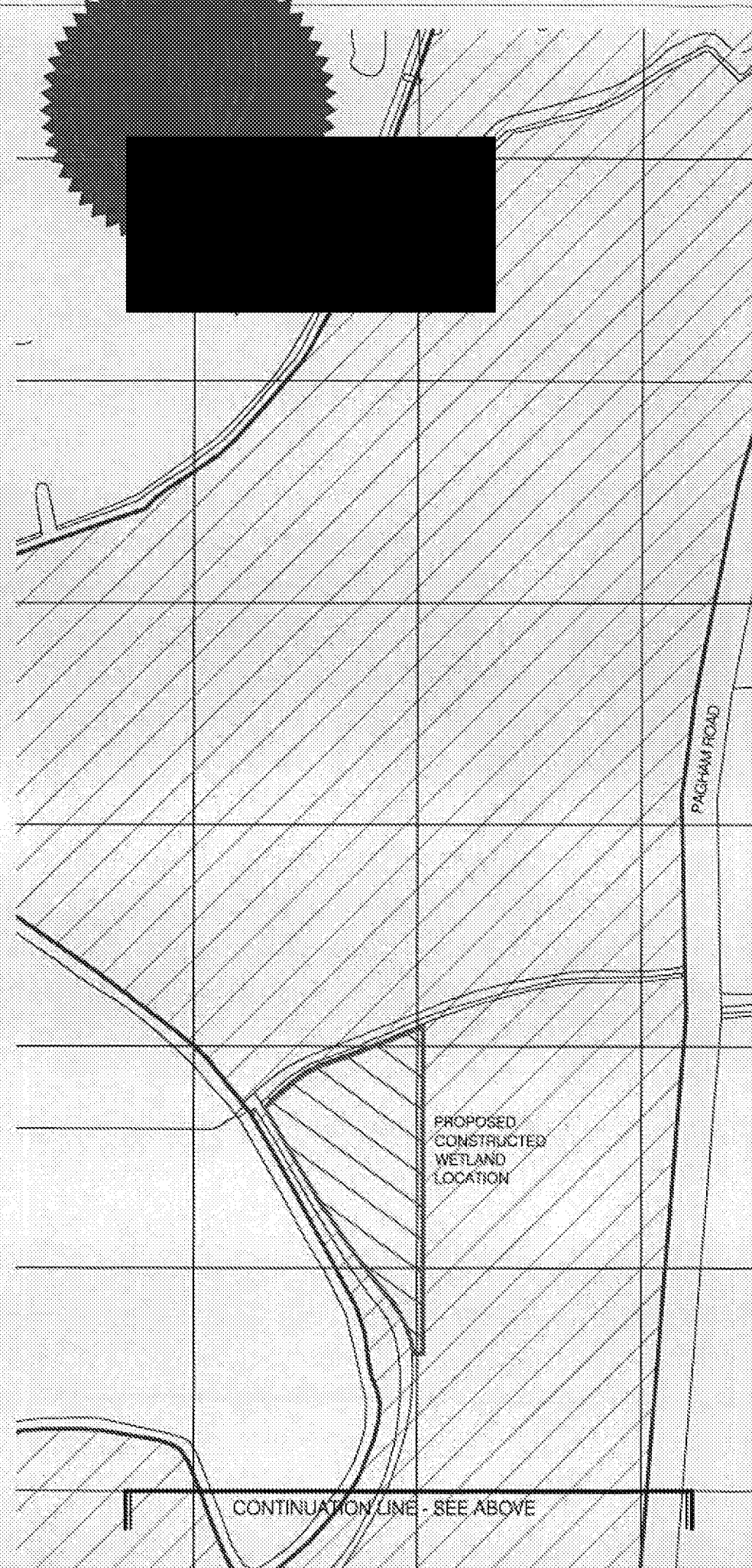
FIRST SCHEDULE

Site Plan entitled/ marked

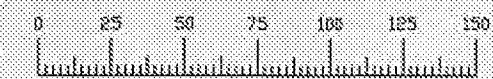
Location Plan Drawing No P101 rev 03



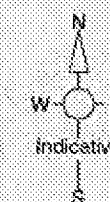
ARUN DISTRICT COUNCIL 2016. Streetwise Licence No. 100047474



NOTES:
Dimensions to be checked on site before commencing work. Any discrepancies shall be reported to Curtis Leves Technical Ltd. immediately.
Do not scale from these drawings except for planning purposes. Use figured dimensions only.
Where applicable this drawing is to be read in conjunction with other consultant drawings.
This drawing is the copyright of Curtis Leves Technical Ltd. and may not be copied, altered or reproduced in any way, or passed to a third party, without written authority.



LINEAR SCALE 1:2500



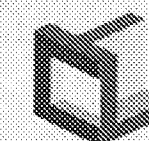
Application Site



Land within applicant's control

03	Planning	06.07.16
02	Planning	05.07.16
01	Planning	30.06.16
rev	description	date

status	PLANNING
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CURTIS LEVES TECHNICAL LTD
01243 378070 | mail@cltechnical.co.uk

client	BARFOOTS OF BOTLEY
project	Proposed Production Facility Setter Farm Pagham
title	Location Plan

date	scale @ A3	drawn	chkd
June 2016	1:2500	GBC	MRL
project no.	drawing no.	rev	
1603	P101	03	

SECOND SCHEDULE
Draft Planning Permission

Construction of a building for the packaging, preparation & distribution of fresh foods with ancillary accommodation associated with the existing horticultural business, revisions to internal access road, car parking & hardstanding areas & landscaping & provision of a wetland. This application affects the setting of Listed Buildings.

Sefter Farm
Pagham Road
Pagham

RECOMMENDATION

Approve Conditionally

- 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).

- 2 No development above damp proof course (DPC) level shall take place unless and until a schedule of materials and finishes and samples of such materials and finishes to be used for external walls (and roofs) of the proposed building have been submitted to and approved by the Local Planning Authority and the materials so approved shall be used in the construction of the building/extension.

Reason: To enable the Local Planning Authority to control the development in detail in the interests of amenity/setting of the Listed Building/ by endeavouring to achieve a building of visual quality in accordance with policy GEN7 of the Arun District Local Plan.

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

P101 Rev 03
P102 Rev 12
P104 Rev 01
P106 Rev 04
P107 Rev 05

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.

- 4 The development shall not become operational or be occupied until a detailed scheme of external lighting has been submitted to and approved in writing by the Local Planning Authority. The development should be carried out in strict accordance with the approved details. The scheme shall be maintained and shall thereafter not be altered without the prior written approval of the Local Planning Authority. Any floodlighting shall be installed, maintained and operated in accordance with the approved details unless the local planning authority gives its written consent to the variation. External lighting in association with this development shall comply with the Institute of Lighting Professionals Guidance Notes for the Reduction of Obtrusive Light Environmental Zone E2.

Reason: To ensure that the development complies with approved details in the interests of protection of the environment and prevention of harm to human health in accordance with policies GEN7 and GEN31 of the Arun District Local Plan

- 5 If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for an amendment to the remediation strategy detailing how this unsuspected contamination shall be dealt with.

Reason: To ensure that the development complies with approved details in the interests of protection of the environment and prevention of harm to human health in accordance with policies GEN7 and GEN31 of the Arun District Local Plan

- 6 Vehicular and pedestrian access to development site (Pagham Road)

The development, hereby permitted, shall not be occupied until the vehicular and pedestrian accesses have been implemented as per Drawing Nos. 020.0259.004 and 020.0259.005 and in-compliance with the recommendations of the approved Safety Audit. When complete, both accesses shall thereafter be permanently maintained so as to provide the agreed visibility splays.

Reason - To ensure fit-for-purpose accesses to and from the site constructed to a suitable standard and in compliance with Road Safety recommendations in accordance with the National Planning Policy Framework.

- 7 Car & HGV parking spaces (details required)

No part of the development shall be first occupied until the car and HGV parking has been provided in accordance with plans and details to be submitted to and approved by the Local Planning Authority. These spaces shall thereafter be retained at all times for their designated use.

Reason - To provide off street car-parking space for the use in accordance with the National Planning Policy Framework and GEN7 of the Arun District Local Plan.

8 Motorcycle & cycle parking (details required)

No part of the development shall be first occupied until secure and covered motorcycle and cycle parking spaces have been provided in accordance with plans and details submitted to and approved by the Local Planning Authority.

Reason - To provide adequate parking for motorcycles for the use in accordance with the National Planning Policy Framework GEN7 & GEN12 of the Arun District Local Plan.

9 Travel Plan (Details required)

No part of the development shall be first occupied until a Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The Travel Plan once approved shall thereafter be implemented as specified within the approved document. The Travel Plan shall be completed in accordance with the latest guidance and good practice documentation as published by the Department for Transport or as advised by the Highway Authority.

Reason - To encourage and promote sustainable transport in accordance with the National Planning Policy Framework, GEN7 & GEN12 of the Arun District Local Plan.

10 Construction management plan (PRE-COMMENCEMENT)

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;
- A Section 59 Agreement (only if HGV construction vehicle numbers exceed 20 per-day throughout course of development).

Details of how measures will be put in place to address any environmental 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 availability made known to all relevant parties.

Reason - To ensure safe and neighbourly construction in the interests of amenity and road safety GEN7 & GEN12 of the Arun District Local Plan.

This condition needs to be pre-commencement as these travel details are required to be agreed before works commence as they are directly linked to works being carried out on site.

11 Prior to the development becoming operational, full details of the proposed wetland and associated landscaping shall be submitted to and approved, in writing by the Local Planning Authority. The agreed details and construction of the wetland and associated planting and landscaping shall then be carried out within one calendar year of date of their approval by the Local Planning Authority.

Reason: In the interests of amenity and biodiversity in accordance with GEN29 of the Arun District Local Plan.

- 12 No development shall take place regarding the proposed wetland area 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.

- 13 Landscaping shall be carried out in accordance with the details shown on plan Ref "Landscape and Visual Impact Assessment". All planting, seeding or turfing comprised in the approved details shall be carried out in the first planting and seeding seasons 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 5 years from the completion of the 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.

- 14 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. This is required to be a pre-commencement condition because it is necessary to implement the surface water drainage system prior to commencing any building works.

15 PRE-COMMENCEMENT

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. This is required to be a pre-commencement condition because it is necessary to implement the surface water drainage system prior to commencing any building works.

- 16 **INFORMATIVE:** Drainage Engineers advise that 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 be 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 on request.
- 17 **INFORMATIVE:** The new development will need to comply with the standards contained in the relevant Food Hygiene Regulations prior to becoming operational.
- 18 **INFORMATIVE:** Licence to maintain - The applicant should contact West Sussex County Council Local Area Highways Manager to obtain necessary consent to maintain vegetation on highway land for visibility purposes (both vehicular and pedestrian access points).

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- 19 INFORMATIVE: S59 Agreement - The applicant should contact West Sussex County Council Legal Services to obtain necessary information to enter into the Section 59 Agreement under the Highways Act 1980 as referred to in condition 5 above. This Agreement is required due to the extraordinary traffic that would be generated during the construction works and to provide a means of making good the public highway following the cessation of construction traffic and building work on the site.
- 20 INFORMATIVE: Public Rights of Way (PRoW) - The applicant should contact West Sussex County Council Legal Services Team in order to establish the appropriate procedure for any diversion or Stopping Up of PRoW if so required. No works (including obstructions/closure etc.) should be commenced to/on the highway until appropriate permissions are received to do so.
- 21 The applicant/developer should enter into a formal agreement with Southern Water to provide the necessary sewerage infrastructure required to service this development. The applicant/developer should contact Southern Water, Sparrowgrove House, Sparrowgrove, Otterbourne, Hampshire SO21 2SW (Tel: 0330 303 0119) or www.southernwater.co.uk
- A formal application for connection to the public sewerage system is required in order to service this development. To initiate a sewer capacity check to identify the appropriate connection point for the development, please contact Southern Water, Southern House, Sparrowgrove, Otterbourne, Hampshire, SO21 2SW (Tel 033 0303 0119) or www.southernwater.co.uk.
- 22 INFORMATIVE: This decision has been granted in conjunction with a Section 106 legal agreement relating to Highways contributions.
- 23 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.

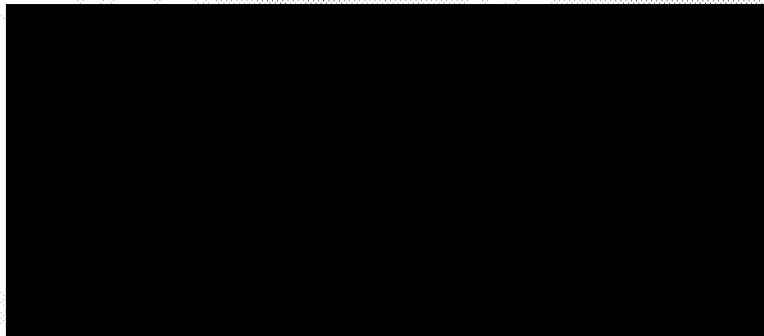
Executed as a deed by **BARFOOTS OF BOTLEY LIMITED** acting by

NAME (BLOCK CAPITALS): *JUHAN MARICS*

Director and

NAME (BLOCK CAPITALS): *NICHOLAS LANGE*

Director / ~~Secretary~~ (strike out
as appropriate)



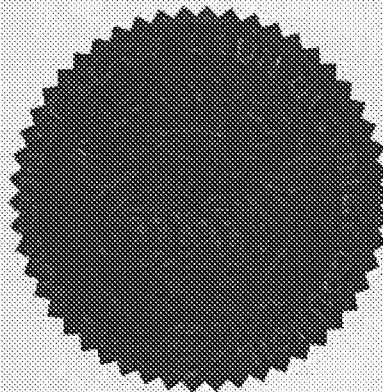
Executed as a Deed by affixing

The **COMMON SEAL** of)

ARUN DISTRICT)

COUNCIL hereunto affixed)

In the presence of:-)



31/9/2017



Authorised Signatory

Signature

Name

Job Title

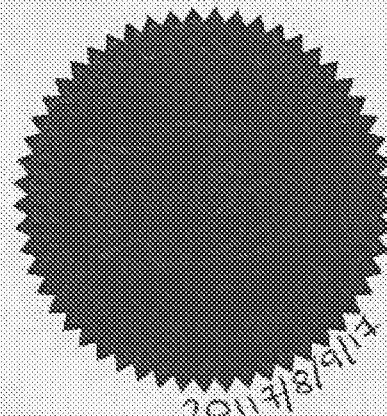
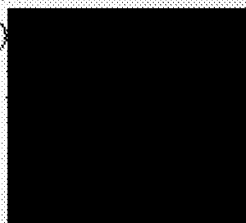
Seal Book No

The **COMMON SEAL** of)

WEST SUSSEX COUNTY COUNCIL)

was hereunto affixed

in the presence of:-



2017/8/9/14

Authorised Signatory

THIS IS THE FINAL PAGE OF THE DEED

DATED

 2017

ARUN DISTRICT COUNCIL (1)

and

WEST SUSSEX COUNTY COUNCIL (2)

and

BARFOOTS OF BOTLEY LIMITED (3)

SECTION 106 AGREEMENT

relating to

**Land at Sefter Farm, Pagham Road, Bognor Regis, West Sussex, PO21 3PX
West Sussex**

-and-

**an application for planning permission made by Barfoots of Botley Limited to
Arun District Council under reference number P/76/16/PL**