

Sandra Edwards

From: Amanda Scholes on behalf of Planning.Responses
Sent: 23 October 2017 08:45
To: Planning Scanning
Subject: FW: Highways England's response to outline planning application WA/44/17/OUT - Land East of Tye Lane, Walberton

Importance: High

From: Michael Eastham
Sent: 20 October 2017 13:59
To: Planning.Responses
Subject: FW: Highways England's response to outline planning application WA/44/17/OUT - Land East of Tye Lane, Walberton
Importance: High

Please upload on Ocella as Section 106 Agreement correspondence with Highways England.

Thanks,

Michael

From: Tim Wal [REDACTED]
Sent: 20 October 2017 13:55
To: Bowie, David
Cc: Michael Eastham; Van Laun, Jordan; Baker, Meryl; Planning SE; Cleaver, Elizabeth; Franklin, Richard
Subject: Highways England's response to outline planning application WA/44/17/OUT - Land East of Tye Lane, Walberton
Importance: High

David,

Further to our discussion a little earlier, I understand HE has taken its legal advice and does not want the contribution paid to ADC through the S106, rather HE wants the S106 Agreement to require the Developer to enter into Section 278 Agreements with Highways England to secure the works.

To provide certainty to a future purchaser, HE is happy that the S106 Agreement sets out the heads of terms for the S278 Agreement to secure.

On that basis, the following provisions are to be included in the Section 106 agreement (subject to legal wording):

A27 / A29 Fontwell Avenue / Arundel Road Improvement

Prior to Commencement of Development, the Developer is to enter into a Section 278 Agreement with Highways England to secure the following provisions:

- Payment to HE of a financial contribution of £400,000 towards the improvement of the A27 / A29 / Arundel Road junction in general accordance with the scheme of works shown in principle on Drawing ITB11324-GA-015 Rev C or such alternative scheme as HE considers necessary to achieve improvement of the junction
- The contribution is to be paid within two months of receipt of a Payment Notice issued by HE, which itself is to be served only after development has commenced and at a point two months ahead of

the preparation of the Detailed Design for the A27 / A29 Fontwell Avenue / Arundel Road junction improvement required under planning permission WA/22/15/OUT.

- The contribution, or any remaining part, will be returned by HE to the Developer if not expended by 31 December 2031.

A27 / Yapton Lane Improvement

Prior to Commencement of Development, the Developer is to enter into a Section 278 Agreement with Highways England to secure the following provisions:

- Delivery of the improvement works to the A27 / Yapton Lane junction as shown in principle on Drawing ITB11324-GA-014 Rev C
 - Subject to confirmation from HE that the works are required to be delivered, which will be provided by HE prior to First Occupation on site, the improvement works are to be delivered by the Developer prior to the Occupation of the 90th dwelling on site.
 - In the event that HE identify the improvement works are not required to be delivered, the Developer will pay a financial contribution of £180,000 to HE to be used towards improvement of the A27 corridor. If required to be paid:
 - The contribution is to be paid by Occupation of the 90th Dwelling.
 - The contribution, or any remaining part, will be returned by HE to the Developer if not expended by 31 December 2031.

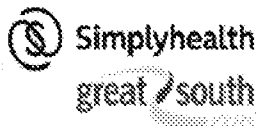
We have talked through each of these terms and you have confirmed that you are agreeable to them. I have subsequently spoken with Wates who are prepared to accept the revised provisions. I understand this is all now agreed and so can you please confirm your agreement to this by reply and to all, to enable the S106 to be engrossed and circulated for signing.

Kind regards

Tim Wall BA (Hons) MSc MCIHT CMILT
Associate Partner
for i-Transport LLP

Basingstoke Office: Grove House, Lutyens Close, Chineham Court, Basingstoke, RG24 8AG

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