

Bronte Welham

From: Amanda Scholes on behalf of Planning.Responses
Sent: 07 April 2017 08:26
To: Planning Scanning
Subject: FW: *Y/1/17/OUT* Draft Heads of Terms for S106
Attachments: Draft HoTs(11879450_1).docx; S106 Agreement form - Bonham's Field.docx

From: Lucy Harding
Sent: 06 April 2017 15:13
To: Planning.Responses
Subject: FW: *Y/1/17/OUT* Draft Heads of Terms for S106

Good afternoon,

Please could my email below and the attached details be saved on the system under Y/1/17/OUT?

It is just for record keeping, not for public view so please do not publish to the web.

Many thanks,
Lucy

Lucy Harding BA, MSc | Principal Planning Officer, Strategic Development, Arun District Council | First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF
Internal: 37789 | External: +44 (0) 1903 737789 E-mail: lucy.harding@arun.gov.uk
Visit Arun's web site at www.arun.gov.uk  Save the environment - think before you print.

From: Lucy Harding
Sent: 06 April 2017 15:11
To: Sue Dudley
Cc: Delwyn Jones
Subject: *Y/1/17/OUT* Draft Heads of Terms for S106

Hi Sue,

Please find attached draft Heads of Terms for Bonham's Field, Yapton together with a completed action form. If we could aim for end of May I would be grateful.

Many thanks,
Lucy

Lucy Harding | Principal Planning Officer, Strategic Development, Arun District Council | First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF
Internal: 37789 | External: +44 (0) 1903 737789 E-mail: lucy.harding@arun.gov.uk
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Land at Bonhams Field Main Road, Yapton

**Planning Application: Y/1/17/OUT
Outline Application for 56 dwellings with associated
open space and the creation of a new access**

Proposed Heads of Terms for s.106 Agreement

ADC Obligations

1. Affordable Housing:
 - a. 30% of Dwellings or 16 units.
 - b. 8 to be provided as Affordable Rent; and 8 as Shared Ownership.
 - c. Final mix to be determined at reserved matters stage – indicative mix as follows:

	1 bed	2 bed	3 bed	4 bed
Affordable Rent	3	3	1	1
Shared Ownership	1	4	2	1

2. Open space:
 - a. management plan and maintenance arrangements (if not conditioned)
3. Play areas:
 - a. management plan and maintenance arrangements (if not conditioned)
4. SUDS
 - a. management plan and maintenance arrangements (if not conditioned)
5. Ecological Mitigation (if not conditioned)

WSCC Obligations

1. Education contribution
 - a. in accordance with WSCC formula for projects to be specified
 - b. calculated at reserved matters stage and paid in instalments
2. Library contribution - in accordance with WSCC formula for projects to be specified
 - a. in accordance with WSCC formula for projects to be specified
 - b. calculated at reserved matters stage and paid in instalments
3. Fire & Rescue contribution- in accordance with WSCC formula for projects to be specified
 - a. in accordance with WSCC formula for projects to be specified
 - b. calculated at reserved matters stage and paid in instalments

4. Fire Hydrants

5. Travel Plan

INSTRUCTION TO LEGAL SERVICES ON A NEW SECTION 106 AGREEMENT

(This instruction form is for **New S106 Agreements/Unilateral Undertakings or Deeds of Variation** only - if your instruction is a query and relates to an existing S106 Agreement please complete the General Instruction form)

Instructing Officer: _Lucy Harding_____

Instructing Service: PLANNING

Instructing Service Cost Centre: D20

Critical Date by which the Application needs to be determined by:

_30/05/2017_____

IMPORTANT

Your matter cannot be progressed without the essential information requested below. Failure to complete this Instruction Form in full and supply all documentation required may result in a delay in carrying out the legal work or outsourcing it. If you change your requirements of the action to be taken, then please inform Legal Services immediately and provide fresh instruction with the relevant authority for your new requirements.

Before you complete the table below, please ensure that the following documentation accompanies this Instruction Form:

- Copy of the relevant Authority – This will be in the form of a Council, Cabinet or Committee Resolution or ICM Decision or Delegated Authority Form. Please see Annex 1 for a blank Delegated Authority Form. If you are unsure who can make the decision in the matter you are dealing with, please see Annex 2
- A plan showing the application site **edged red**, the scale and a north arrow. The land should be clearly identifiable from the plan.

Questions/instructions:	Please provide answers below:
1. Is this a S106 Agreement, Unilateral Undertaking or a Deed of Variation?	S106 Agreement
2. When is the Agreement to be completed by?	24/05/2017 (or if delayed, 30/06/2017)
3. Planning Application No:	Y/1/17/OUT
4. Applicant(s) Name(s):	Seaward Properties
5. Agent's Name:	Ian Johnson, Luken Beck
6. Postal Description of the land <u>including post code:</u>	Land at Bonham's Field, Main Road, Yapton, BN18 0DX
7. Description of the development applied for:	Outline application with some matters reserved for the erection of 56 No. dwellings with associated open space and creation of new access.
8. Full name and address of the Owner(s) of the land:	Mr Richard Hocking, 2 Drove Lane Farm Cottages, Yapton, BN18 0EB
9. Full name and address of Party(ies) to the Agreement:	Mr Richard Hocking, 2 Drove Lane Farm Cottages, Yapton, BN18 0EB

Questions/Instructions:	Please provide answers below:
E.g. Mortgagee, Occupier, Developer, County Council etc	Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF (ADC) West Sussex County Council, County Hall, Chichester, West Sussex, PO19 1RQ (WSCC)
10. Specify the obligations enforceable by the District Council: Consider: Is the development or use of the land is to be restricted? If yes, specify how. Are any operations or activities to be carried out in, on under or over the land? If yes provide full details. Is the land to be used in a specified way? If yes, provide full details. Is a contribution to be paid? If yes, what for? When is the sum payable? Is the contribution index linked? If yes, specify which indexation is to apply.	ADC obligations. Affordable Housing: 30% of Dwellings or 16 units. 8 to be provided as Affordable Rent; and 8 as Shared Ownership. - Final mix to be determined at reserved matters stage. Public Open Space: - management plan and maintenance arrangements (if not conditioned) Play areas: - management plan and maintenance arrangements (if not conditioned) SUDS: - management plan and maintenance arrangements (if not conditioned) Ecological Mitigation (if not conditioned)
11. Specify the obligations enforceable by the County Council: Consider: Is the development or use of the land is to be restricted? If yes, specify how. Are any operations or activities to be carried out in, on under or over the land? If yes provide full details. Is the land to be used in a specified way? If yes, provide full details. Is a contribution to be paid? If yes, what for? When is the sum payable? Is the contribution index linked? If yes, specify which indexation is to apply.	WSCC obligations. Strategic Highways Infrastructure Contribution: - On or before occupation of the last dwelling unit within a phase to pay to ADC the Strategic Highways Contribution for that phase. - No dwellings are to be occupied until the financial contribution has been paid. Education contribution: - in accordance with WSCC formula for projects to be specified - calculated at reserved matters stage and paid in instalments Library contribution: in accordance with WSCC formula for projects to be specified - in accordance with WSCC formula for projects to be specified - calculated at reserved matters stage and paid in instalments

Questions/Instructions:	Please provide answers below:
	Fire & Rescue contribution in accordance with WSCC formula for projects to be specified 1. in accordance with WSCC formula for projects to be specified 2. calculated at reserved matters stage and paid in instalments Certificates: 1. Owner agrees with both ADC and WSCC that where the S106 agreement imposes a requirement for the making of a payment or the undertaking of an act or cessation of an activity on a Specified Date, the Owner shall give ADC notice of the Specified Date not more than seven days after such Specified Date. 2. Failure of the Owner to give notice, ADC or WSCC can use discretion to determine the Specified Date and give notice to the Owner.
12. Owner's solicitor details (name, address, telephone number, email)	
13. Developer's solicitor details (name, address, telephone number, email)	
14. Any other party's solicitor details (name, address, telephone number, email) [please specify which party the solicitor's details are for] [Other parties may include: the County Council, Occupier, Mortgagee]	