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Horsham District Council
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22nd March 2024

Dear Jason

RE: MOWBRAY, HORSHAM, WEST SUSSEX SECTION 106 – PHASE 2 RM PARCEL PLAN (SCHEDULE 3 PART 2, CLAUSES 1 & 2)

Please find enclosed an application to discharge the above S106 obligation at Mowbray West Horsham.

Background

An application for Outline Planning Permission for development comprising the following was submitted to the Council on 4 August 2016:

"Outline planning application with all matters reserved except access for a mixed use strategic development to include housing (up to 2,750 dwellings), business park (up to 46,450 m2), retail, community centre, leisure facilities, education facilities, public open space, landscaping and related infrastructure."

Permission was granted subject to conditions and a s.106 Agreement on 1 March 2018 ('the OPP').

The Section 106 agreement (dated 1 March 2018: 'the S106') that accompanies Outline Planning Permission (LPA reference DC/16/1677: 'the OPP') for the strategic development of the Site includes obligations for the owner (Legal & General) to provide details of the Reserved Matters Parcels, indicative unit numbers (including market & affordable) and tenure spilt.

Schedule 3, Part 2 of the s.106 Agreement requires submission of a RM Parcel Plan:

"1. Prior to:

1.1 Commencement of Development on the Liberty Land within a Phase; and

1.2 submission of the first Reserved Matters Application and any Affordable Housing Delivery Scheme in relation to the Liberty Land within that Phase

the Owners of that Phase within the Liberty Land shall submit to and obtain the approval of the District Council to a RM Parcel Plan relating to the whole of the Liberty Land within that Phase.

2. The Owners covenant not to:

2.1 Commence Development within the Liberty Land on a Phase; nor

2.2 submit a first Reserved Matters Application nor any Affordable Housing Delivery Scheme in relation to the Liberty Land within a Phase Until the RM Parcel Plan relating to the whole of the Liberty Land within that Phase has been approved in writing by the District Council."

"RM Parcel Plan" is defined in the s.106 Agreement as follows:

"RM Parcel Plan" means a plan showing the whole of the Liberty Land within the relevant Phase to which the plan relates and which shall also show:

a) *each proposed Reserved Matters Area within the Liberty Land to which the RM Parcel Plan relates*
b) *the approximate number of Housing Units that it is proposed to submit for Reserved Matters Applications for within each Reserved Matters Area*
c) *the tenure of the Affordable Housing Units to be provided within each Reserved Matters Area and*
d) *the percentage of Affordable Housing Units to be provided in each Reserved Matters Area within the land to which the RM Parcel Plan relates PROVIDED THAT nothing shall require every Reserved Matters Area to contain Affordable Housing Units so long as the percentage of Affordable Housing Units to be delivered across the land to which the RM Parcel Plan relates equates to the percentages set out in paragraph 1.1 of Part 1 of Schedule 3 AND PROVIDED FURTHER THAT the Clustering Requirements shall be adhered to in relation to the proposed numbers of Affordable Housing Units within any Reserved Matters Area*
e) *shall identify the areas of Donor Land in Phase 2*
f) *shall identify areas for Private Rent Units and Phase 2 Custom and Self Build Housing.*

The enclosed RM Parcel Plan includes all land identified within Phase 2 on Plan S20 Rev A with the exception of the majority of Sub-Phase 2B, which is the Clarion Land which is in third party control and therefore not defined as Liberty Land. A small slither of Sub-Phase 2B is identified on Plan S20 Rev A in the southeast corner as (RM17).

The below table sets out the approximate numbers of homes and the tenure to be provided within each Reserved Matters Area

RM Areas	Approximate maximum number of Homes	Percentage Affordable	Tenure Split	Private Rent Units	Custom and Self Build
12	290	21.1%	AR 14.4% SO 0.3% DM 6.4%	80	0
13	158	21.1%	AR 14.4% SO 0.3% DM 6.4%	0	0

14	19	21.1%	AR 14.4% SO 0.3% DM 6.4%	0	0
15	124	21.1%	AR 14.4% SO 0.3% DM 6.4%	0	0
16	100	21.1%	AR 14.4% SO 0.3% DM 6.4%	0	0
17	9	21.1%	AR 14.4% SO 0.3% DM 6.4%	0	0
18	130	21.1%	AR 14.4% SO 0.3% DM 6.4%	0	20
19	38	21.1%	AR 14.4% SO 0.3% DM 6.4%	0	0

The enclosed RM Parcel Plan anticipates overall housing delivery within Phase 2 Liberty Land to be a maximum of 868 units.

Donor Land is defined in the S106 Agreement as *'areas to be identified and located in Phase 2 and Phase 3 within the Liberty Land on which Affordable Housing Units associated with the Constrained TP Land Areas in those respective Phases may be provided and which shall meet the following requirements*

a. *be of a sufficient size to accommodate the number of the Affordable Housing Units to be provided on the Donor Land for Phase 2 or Phase 3 (as appropriate)*
b. *be located such that they meet Clustering Requirements*

Constrained TP Land Areas are defined as *'collectively or individually as the context may require: the Gatt Land in Phase 2, the Mickel Land in Phase 2, the Nicholas Land in Phase 3 and the Aldrich Land in in Phase 3, which areas individually cannot due to Clustering Requirements meet relevant required percentages of Affordable Rent Housing Unit and Shared Ownership Units within their respective areas and in relation to which Donor Arrangements may be adopted.*

Since the signing of the S106 Agreement (1st March 2018) Legal and General has secured ownership of the Gatt land and Mickel Land in Phase 2 and therefore they are no longer any Constrained TP Land Areas within Phase 2 which removes the requirement to provide details of 'Donor Land' for the Reserved Matters Parcel Plan for Phase 2.

The following are submitted pursuant to this condition:

- Covering Letter.
- Drawing number 34854-S15 Rev C (Reserved Matters Parcel Plan).
- Completed application form for the discharge of a S106 obligation.

I trust the enclosed is sufficient to discharge this obligation. Should you require further information or have any queries, please do not hesitate to contact me.

Thank you

Your Sincerely

[redacted]

Tom Davies MRTPI
Planning Manager
Legal & General Strategic Land and Major Projects