

MID SUSSEX DISTRICT COUNCIL

29 MAY 2025

BURGESS HILL LEYLANDS / BURGESS HILL DUNSTALL / DOWNLAND VILLAGES /
CUCKFIELD, BOLNEY & ANSTY

DM/26/0174

**BURGESS HILL NORTHERN ARC, LAND N AND NW OF BURGESS HILL, BETWEEN
BEDELANDS NATURE RESERVE IN THE EAST AND, GODDARD'S GREEN WASTE
WATER TREATMENT WORKS IN THE WEST**

**MODIFICATION OF THE SECTION 106 AGREEMENT BY DEED, PURSUANT TO
SECTION 106A OF THE TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED).
THE PROPOSED VARIATIONS ARE SOUGHT TO REFLECT REFINEMENTS IN THE
PROPOSED DELIVERY OF BROOKLEIGH.**

HOMES ENGLAND

WARD MEMBERS: Cllr Anne Eves / Cllr Simon Hicks / Cllr Mike Kennedy / Cllr Mustak
Miah / Cllr Geoff Zeidler / Cllr Malcolm Avery / Cllr Jim Knight

CASE OFFICER: Louise Yandell

Purpose of the report

1. To consider and agree the proposed variations to the Legal Agreement secured as part of the Outline Planning Permission (DM/18/5114, as subsequently amended by S73 permissions DM/21/3279 and DM/23/0747) on the Northern Arc and as amended by a Deed of Variation (DoV) approved on 18 January 2021 (the First DoV) and a DoV approved on 5 December 2022 (the Second DoV).

Summary

2. Homes England (HE) has requested changes to the provisions in the S106 legal agreement and subsequent Deeds of Variation. Brookleigh (formerly known as the Northern Arc) is the largest development scheme in the District and the legal agreement is extremely complex. It is not unusual for large complex proposals to change through delivery and the changes proposed are requested to reflect the outcomes of detailed design; and to enable ongoing delivery of homes by changing triggers for delivery to allow pieces of infrastructure to be delivered later in the programme of work.
3. The variations proposed to the legal agreement are all minor in nature and are considered reasonable. None of the changes unacceptably alter the quality or quantity of infrastructure provided, and the infrastructure will still be delivered at an appropriate rate in relation to housing delivery, in order to mitigate the impact of the development.
4. The changes do not materially affect the planning considerations assessed at the time of the original decision, including those assessed as part of the Environmental Impact Assessment.

Recommendation: That the proposed variations to the Legal Agreement are approved.

Proposal

5. The site is known as the Northern Arc (Brookleigh) and covers an area of approximately 184ha to the north and north-west of Burgess Hill. The site is spread across the wards of Leylands (Burgess Hill), Dunstall (Burgess Hill), Downland Villages, and Cuckfield, Bolney and Ansty the Town/Parishes of Burgess Hill, Ansty and Staplefield and Hurstpierpoint and Sayers Common.
6. Development in line with the outline planning permission (DM/23/0749) is progressing well. Road infrastructure construction is almost completed in two areas of the site. The first, the Western Link road, the road that will link the A2300 with Jane Murray Way, the second is the Eastern Bridge and Link Road, the road that will link Isaacs Lane with the Freeks Farm development. Reserved Matters Applications are under consideration for the remaining sections of link road. Residential development is underway on the first residential phase of the development. Planning permission has been granted for the secondary school and an application is under consideration for the primary school. The Centre for Outdoor Sport (The Arc Centre for Sport) is open to the public.
7. To the east of the site is the Freeks Farm development (also part of the Northern Arc). Construction of this development is also underway: Phase 1 has been completed and Phases 2 and 3 are under construction.
8. As would be expected in a development of this scale, detailed design has led to the need to consider minor variations to the S106 Agreement. The application seeks a number of changes which are set out below along with the justification, issues/implications for the development of the Brookleigh site and officer recommendations.

Obligation	Existing Trigger	Proposed Amendment	Rationale	Officer Recommendation
Agreement to Specification for Green Superhighway Eastern Link and Bridge	Prior to Commencement of Sub-Phase OS1.2S	Prior to Commencement of Sub-Phase P1.2 (Primary School)	Enables commencement of OS1.2S	Acceptable, does not affect delivery and transfer trigger of this bridge which remains prior to 90% of the dwellings within sub-phase P1.7 or P1.8
Additional Green Circle Maintenance Contribution	N/A	Secure a maintenance contribution for Green	Green Circle is intended to become adopted as	Acceptable, the Green Circle will benefit from

		Circle to WSCC	a bridleway and on this basis WSCC require a maintenance contribution	legal protections as a bridleway, one body will be responsible for maintenance of the entire Green Circle
Transfer of Western Parkland to MSDC	Prior to 90% of the dwellings within Sub-Phase P1.4	Prior to occupation of 25% of dwellings in Sub-Phase P2.1 and P2.3	Developer of Western Park will be the same developer of P2.1 and P2.3	Acceptable, initial occupants in Sub-Phase P1.4 will have access to the play area and open space associated with the Centre for Outdoor Sport
Transfer of OS1.10 to MSDC	Prior to 90% of the dwellings within Sub-Phase P1.4	Prior to occupation of 90% of dwellings within Sub-Phase 4.1 Additional trigger to require delivery of Green Circle through OS1.10 prior to occupation of 65% of dwellings within Sub-Phase 2.1	Developer of OS1.10 will be the same as P4.1	Acceptable, with the exception of the Green Circle route, the majority of this land is Ancient Woodland and will be inaccessible to the public, pushing back the trigger does not significantly affect accessible open space delivery on the site. An additional

		and Sub-Phase 2.3		trigger is proposed to ensure the Green Circle is delivered earlier than the transfer as this is a key route for new occupants.
Transfer of OS1.14	Occupation of 90% dwellings in Sub-Phase P1.9	Split into 2 spaces: Transfer of OS1.14a: Occupation of 90% dwellings in Sub-Phase P1.9 Transfer of OS1.14b: Occupation of 90% dwellings in Sub-Phase P1.10	OS1.14a will be delivered by the developer of P1.9 and OS1.14b will be delivered by the developer of P1.10 and will enable both developers to discharge into the watercourse that runs through this space.	Acceptable, these are very small pieces of open space that adjoin the development parcels and do not affect meaningful open space delivery for residents.
Community Building 2 (Eastern Community Centre): • Transfer to MSDC • Secure certificate of practical completion • Make available for public use	Prior to occupation of 201 dwellings	Prior to occupation of 90% dwellings in Sub-Phases P1.5, P1.6, P1.7 and P1.8 and prior to any occupation of any other residential parcels to	Enable MSDC to find an operator for this building.	Acceptable, this gives additional time for MSDC to find an operator for this building.

		the east of Cuckfield Road		
Agreement of Community Building 2 Specification	Prior to commencement of sub phase P1.7 and P1.8	Prior to occupation of any dwelling in Sub-Phases P1.7 and P1.8 and prior to commencement of the Community Centre development	Enables commencement of homes in P1.7 and P1.8 while specification being agreed between MSDC and HE	Acceptable, the community centre has been designed as a stand alone building and there is no need for the agreement of the specification to hold up commencement of homes.
Community Building 1 (Western Community Centre): - Secure certificate of practical completion - Make available for public use	Prior to occupation of 884 dwellings	Prior to occupation of 75% dwellings in Sub-Phases P1.4 and P1.9, 25% dwellings in Sub-Phases 2.1 and 2.3 and prior to any other residential parcels to the west of Cuckfield Road	Enable MSDC to find an operator for this building	Acceptable, this gives additional time for MSDC to find an operator for this building.
Community Building 1 (Western Community Centre): Transfer to MSDC	Prior to occupation of 1004 dwellings	Prior to occupation of 75% dwellings in Sub-Phases P1.4 and P1.9 and prior to any other	Enable MSDC to find an operator for this building.	Acceptable, this gives additional time for MSDC to find an operator for this building.

		residential parcels to the west of Cuckfield Road.		
Transfer CFOS Phase 2 Land	On or before 31/03/2024	On or before 31/09/2027	Enable the 12 month defects period to take place following works Homes England have carried out on this land (drainage basins associated with the Western Link Road)	Acceptable, the S106 requires this land be opened to the public during this period, so whilst this will not be owned by MSDC until a later date, public access will be the same as previously assumed.
Community Engagement Worker Funding	To fund Community Engagement Worker	To fund Community Engagement Worker and/or	Allow any money not spent on the Community Engagement Worker to be spent on community engagement activities	Acceptable, this change has been made at MSDC's request.
Agreement of Employment Land Scheme	Prior to the occupation of more than 99 dwellings	Prior to the occupation of 200 dwellings	Enables housing currently being delivered to be occupied.	Acceptable, this enables more housing to be delivered in advance of the employment site, but still ensures the employment land is

				delivered early in the overall programme.
Provide extra care housing and transfer to Registered Provider	Within phase 1 and not to commence phase 2	Within phase 1 and not to occupy phase 2	Enables phase 2 to commence before extra care is provided.	Acceptable, this enables the commencement of more homes but ensures the extra care is still provided early in the programme.
Submit Gypsy and Traveller Phase 1 Site Specification	Prior to occupation	Prior to occupation of 250 units	Does not hold up the occupation of units currently being built	Acceptable, this does not affect the delivery of the Gypsy and Traveller units, the trigger for which remains the same
Agreement of Gypsy and Traveller Phase 1 Site Specification	Prior to occupation	Prior to occupation of 300 units	Does not hold up the occupation of units currently being built	Acceptable, this does not affect the delivery of the Gypsy and Traveller units, the trigger for which remains the same
Submit plan showing intended status of roads/footways/footpaths/cycleways	Prior to commencement of each phase	Remove	Not needed, covered by highways adoption legislation.	Acceptable, this is a duplication of highways legislation.
Mobility Corridor 1	Approval prior to	Approval prior to	Currently in breach of	Acceptable, whilst this

	commencement of plots 1.1, 1.2, 1.5, 1.6, 1.7 or 1.8 Delivery prior to the occupation on Plots 1.1, 1.2, 1.5, 1.6, 1.7 or 1.8	occupation of 175 dwellings in plots 1.5, 1.6, 1.7 or 1.8. Delivery prior to occupation of 300 dwellings 1.5, 1.6, 1.7 or 1.8 and any occupation on Plots P1.7 and P1.8.	this clause. Enables some housing to commence/ be occupied.	enables the occupation of some of these dwellings, this is still being delivered early in the programme overall. WSCC raise no objection to this amendment.
Delivery of Leylands Park/Leylands Road Improvement Scheme	Prior to occupation of any dwelling on Plots P1.5, P1.6, P1.7 or P1.8	Prior to occupation of 200 th dwelling on plots P1.5 and P1.6	Currently in breach of this clause. Enables some housing to commence/ be occupied.	Acceptable, this is a minor improvement and pushing back this trigger slightly will not affect the overall impact on the surrounding highway network. WSCC raise no objection to this amendment.
Delivery of Leylands Park Parking Management Scheme	Prior to occupation of any dwelling on Plots 1.5, 1.6, 1.7 or 1.8	Prior to occupation of 50 th dwelling on plots P1.7 and P1.8	Enables some housing to commence/ be occupied.	Acceptable, this is a minor improvement and pushing back this trigger slightly will not affect the overall impact on the surrounding

				highway network. WSCC raise no objection to this amendment.
Fairbridge Way Pedestrian Cycle Access	Approval prior to commencement of development on Plots P1.7 and P1.8 Delivery prior to occupation of development on Plots P1.7 and P1.8.	Approval prior to commencement of above ground works on Plots P1.7 and P1.8 Delivery prior to occupation of 10 th dwelling on Plots P1.7 and P1.8.	Enable dwellings on P1.7 and P1.8 to commence	Acceptable, this is still being delivered at a very early stage in the development of these parcels to enable direct pedestrian access to Fairbridge Way. WSCC raise no objection to this amendment.
A2300 Traffic Calming	Toucan crossing on western arm	Toucan crossing on eastern arm	Corrects an error in the original legal agreement	No issues. WSCC raise no objection to this amendment.
Delivery of Gatehouse Lane Pedestrian Cycle Access	Prior to occupation of Plot P1.4	Prior to occupation of 50 th dwelling on Plot P1.4	Enables some dwellings to be occupied on P1.4	Acceptable, this access is into the Centre for Outdoor Sport and doesn't provide a direct route anywhere meaningful to residents on

				P1.4. WSCC raise no objection to this amendment.
Mobility Corridor 2	Approval prior to commencement of development on Plots 1.4, 1.9, 1.10 or 1.11 Delivery prior to occupation on Plots 1.4, 1.9, 1.10 or 1.11	Approval prior to occupation of dwellings on P1.4 and P1.9 Delivery prior to occupation of 150 dwellings on Plot P1.4 and P1.9.	Enables P1.4 to commence and deliver the first few homes.	Acceptable, whilst this enables the occupation of some of these dwellings, this is still being delivered early in the programme overall. WSCC raise no objection to this amendment.
Mobility Corridor 3	Approval prior to commencement of development on Plots 1.4, 1.9, 1.10 or 1.11 Delivery prior to occupation on Plots 1.4, 1.9, 1.10 or 1.11	Approval prior to occupation of 250 dwellings Delivery prior to occupation of 400 dwellings.	Enables commencement and delivery of new homes.	Acceptable, whilst this enables the occupation of some of these dwellings, this is still being delivered early in the programme overall. WSCC raise no objection to this amendment.
Mobility Corridor 4	Approval prior to commencement of development on Plots 1.4,	Approval prior to occupation of 350 dwellings		Acceptable, whilst this enables the occupation of some of these

	1.9, 1.10 or 1.11 Delivery prior to occupation on Plots 1.4, 1.9, 1.10 or 1.11	Delivery prior to occupation of 550 dwellings.		dwellings, this is still being delivered early in the programme overall. WSCC raise no objection to this amendment.
Jane Murray Way Footway Improvements	Approval prior to commencement of development on Plots 1.4, 1.9, 1.10 or 1.11. Delivery prior to occupation on Plots 1.4, 1.9, 1.10 or 1.11	Approval prior to commencement of development on Plots 1.4 and 1.9. Delivery prior to the occupation of the 50 th dwelling on Plots P1.4 and P1.9 and any dwelling on Plot P1.10		Acceptable, users of P1.11 and the initial residents
A2300 Footway Improvements	Approval prior to commencement of development on Plots 1.4, 1.9, 1.10 or 1.11 Delivery prior to occupation on Plots 1.4,	Approval prior to commencement of development on Plots 1.4 and 1.9. Delivery prior to the occupation of the 50 th dwelling on	Enables P1.10 and P1.11 Employment Site) to be occupied in advance of these works.	Acceptable, access on foot can be provided to P1.11 from Gatehouse Lane/Centre for Outdoor Sports. Access on foot can be provided to P1.10 through the Jane Murray Way Footway

	1.9, 1.10 or 1.11	Plots P1.4 and P1.9		Improvements. WSCC raise no objection to this amendment.
Delivery of Fairbridge Way Improvement Scheme	Prior to occupation of 400 th dwelling	Prior to occupation of 50 th dwelling on Plots P1.7 and P1.8	This improvement will be delivered by the developer of P1.7 and P1.8	Acceptable, this brings the delivery of this improvement earlier. WSCC raise no objection to this amendment.
Community Sports Maintenance Contribution	To be spent on long term maintenance of Centre for Outdoor Sports	Enable this contribution to be spent on delivery and maintenance of Centre for Outdoor Sport	Requested by MSDC due to the costs associated with the delivery of the Centre for Outdoor Sports	Acceptable, enables additional funding towards the Centre for Outdoor Sport delivery
Bring bus service into operation	In accordance with the terms of the Public Transport Strategy	In accordance with the terms of the Revised Public Transport Strategy (January 2026) or any amendment to the Public Transport Strategy agreed with WSCC & MSDC	Revised Public Transport Strategy agreed based on the up the timing of road delivery/housing	Acceptable.

Equality Implications

9. None of the proposed amendments have any equalities implications and the conclusions of the Outline Planning Application report in relation to equalities remain.

Environmental Impact Assessment Implications

10. None of the proposed amendments alter the conclusions of the Environmental Statement submitted with the Outline Planning Application. The planning considerations for all the environmental issues set out in the Committee Report for the Outline Planning Application remain unaltered.

Conclusion

11. Whilst the above amendments alter various triggers and Parameter Plans in the original legal agreement, as subsequently amended by the First DoV and the Second DoV, they do not alter the overall conclusions of the original planning report.
12. None of the changes unacceptably alter the quality or quantity of infrastructure provided, and the infrastructure will still be delivered at an appropriate rate in relation to housing delivery, in order to mitigate the impact of the development.
13. As such, it is recommended that the proposed amendments be accepted.