(1) STONEWATER LIMITED

(2) NETWORK RAIL INFRASTRUCTURE LIMITED

(3) HORSHAM DISTRICT COUNCIL

[THIRD] [FOURTH} DEED OF VARIATION

Pursuant to section 106A of the Town and Country Planning Act 1990 in respect of

Land on the north side of Stopham Road, Pulborough, West Sussex

ashfords

www.ashfords.co.uk

Legal ref: XXX

Planning ref: XXXX

THIS AGREEMENT is made as a deed and dated 2026

Between:

(1) **STONEWATER LIMITED** a charitable registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014 (registered number 20558R) whose registered office is at Suite C, Lancaster House, Grange Business Park, Enderby Road, Whetstone, Leicester, LE8 6EP (the "**First Owner**")

(2) **NETWORK RAIL INFRASTRUCTURE LIMITED** of Waterloo General Office, London, United Kingdom, SE1 8SW(Company Regn. No. 2904587 ("the **Second Owner"**

(3) **HORSHAM DISTRICT COUNCIL** of Albery House, Springfield Road, Horsham, West Sussex RH12 2GB **("the District Council")**

together "the Parties"

1. BACKGROUND & RECITALS

Whereas

1.1 On 12 November 2018 an Agreement was entered into pursuant to section 106 of the Act between 1) George Henry Richards, 2) Willowmead (Pulborough) Limited, 3) Network Rail Infrastructure Limited, 4) the District Council and 5) West Sussex County Council relating to land adjacent Railway Cottages and Pulborough Railway Station, Stopham Road, Pulborough, West Sussex, RH20 1DP ("the **Principal Agreement"**).

1.2 On 27th March 2026 a Deed of Variation to the Principal Agreement was entered into between Stonewater Limited and West Sussex County Council ("**the First Deed of Variation"**).

1.3 On 18th June 2026 Deed of Variation to the Principal Agreement was entered into between Stonewater Limited and Horsham District Council ("**the Second Deed of Variation"**).

1.4 Without prejudice to the covenants contained in the Principal Agreement as varied the Parties have agreed to further vary the terms of the Principal Agreement as set out in this Agreement.

1.5 The District Council is the local planning authority for the purposes of S106 and S106A of the Act for the area within which Site is situated and is capable of enforcing the obligations in the Principal Agreement.

1.6 On 18th August 2026 the District Council granted a planning permission under S73 of the Act for the Development with reference DC/26/0619 and this third Deed of Variation is entered into in order to bring the provisions of the Principal Agreement into line with the S73 Permission.

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1.7 Application DC/26/0619 sought to remove condition 15 (water neutrality) and condition 16 (requiring delivery of the Car Park prior to first residential occupation) of planning permission DC/22/0661.

1.8 Planning permission pursuant to application DC/26/0619 was granted by the District Council on 11 August 2026.

1.9 Pursuant to section 106A of the Act the District Council and the Owner have agreed to vary the terms of the Principal Agreement as set out in this Deed in order to bring the S106 Agreement into accordance with the provisions of the S73 Permission.

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Agreement:

2.1 Words importing the one gender include reference to all the genders.

2.2 Words importing the singular include the plural and vice versa.

2.3 Words importing persons include companies and corporations and vice versa.

2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those.

2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation, all their obligations can be enforced against all of them jointly and against each individually.

2.6 Any reference to a clause, schedule, paragraph or plan is to a clause, schedule, paragraph or plan in, to or attached to this Agreement, unless expressly stated otherwise.

2.7 Any reference to a colour or letter is to a colour or letter on the plans attached to this Agreement.

2.8 In the absence of contrary provision, any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.

2.9 A reference to writing or written excludes fax and email.

2.10 An obligation on a party not to do something includes an obligation not to allow that thing to be done.

2.11 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and, in the case of the Council, the successors to their functions as local planning authority.

2.12 Headings in this Agreement are for reference only and shall not affect construction.

3. DEFINITIONS

It is hereby agreed between the Parties set out in this Agreement that the following expressions have the following meanings:

"Act"	the Town and Country Planning Act 1990 (as amended);
"Agreement"	this Fourth Deed of Variation;
"Principal Agreement"	the S106 Agreement dated 12 November 2018 made between 1) George Henry Richards, 2) Willowmead (Pulborough) Limited, 3) Network Rail Infrastructure Limited, 4) the District Council and 5) the County Council relating to Land adjacent Railway Cottages and Pulborough Railway Station, Stopham Road, Pulborough, West Sussex, RH20 1DP as varied by the First Deed of Variation and Second Deed of Variation
"First Deed of Variation"	the deed of variation to the Principal Agreement entered into between Stonewater Limited and West Sussex County Council and dated 27th March 2026
"Second Deed of Variation"	the deed of variation to the Principal Agreement entered into between Stonewater Limited and Horsham District Council and dated 18th June 2026
"S73 Permission"	the planning permission under S73 of the Act for the Development with reference DC/26/0619 on 18th August 2026
	and definitions in the Principal Agreement shall apply when used in this Deed except where otherwise provided.

4. ENABLING PROVISIONS

4.1 This Agreement is supplemental to and varies the Principal Agreement and is made pursuant to s106 and section 106A of the Act, s111 of the Local Government Act 1972, and Section 1 of the Localism Act 2011 and all other enabling powers and is subject to the Principal Agreement and it is acknowledged by the Parties that the obligations contained within it are binding on the Site and are enforceable by the District Council and the County Council as set out in clauses 10.19 to 10.22 of the Principal Agreement.

5. VARIATIONS TO THE PRINCIPAL AGREEMENT

5.1 The Parties hereby agree that without prejudice to the other covenants in the Principal Agreement which shall continue in full force and effect, the Parties to this Agreement agree that from the date of this Agreement the Principal Agreement shall be varied as set out in the Schedule to this Agreement.

6. COVENANTS

6.1 The Owner covenants with the District Council to comply with the obligations contained in this Agreement and to comply with the obligations and provisions of the Principal Agreement as amended by this Agreement.

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6.2 The District Council covenant with the Owner that it will observe and perform the covenants restrictions and obligations on its part contained in the Principal Agreement as amended by this Agreement.

7. LOCAL LAND CHARGE

7.1 This Agreement is a local land charge and the District Council shall register is as such as soon as practicable after the completion of this Agreement.

8. NO FETTER ON DISCRETION

8.1 Nothing in this Agreement shall fetter or prejudice the District Council's statutory rights powers discretions and responsibilities (save where legally or equitably permitted) under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

9. SEVERABILITY

9.1 It is agreed that if any part of this Agreement is declared unlawful or invalid by a Court of competent jurisdiction then (to the extent possible) the offending provision(s) will be severed from the Agreement and the remainder of this Agreement shall continue in full force and effect.

10. COSTS

10.1 The First Owner agrees with the District Council to pay to the District Council on or before the date hereof the District Council's reasonable legal costs incurred in preparing and entering into this Agreement.

11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

11.1 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Agreement shall be enforceable by a third party who is not a party to the Agreement and the terms of the Agreement may be varied by a deed agreed between the Parties without the consent of any third party being required.

12. WAIVER

12.1 No waiver (whether expressed or implied) by the District Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the District Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

13. JURISDICTION

13.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England, and the Parties submit to the non-exclusive jurisdiction of England and Wales.

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14. COMMENCEMENT

14.1 For the avoidance of doubt the provisions of this Agreement shall not have any effect until this document has been dated.

15. DISPUTE RESOLUTION

15.1 Where any matters fail to be agreed between the Parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the Parties or in default of agreement to be nominated by the President for the time being of the Law Society or such other body which may replace it.

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THE SCHEDULE

VARIATIONS TO THE PRINCIPAL AGREEMENT

1. The Principal Agreement shall be varied as follows:

1.1 In Clause 3 “DEFINITIONS” the definition of “**Car Park Scheme**” shall be deleted.

1.2 Part 5 of Schedule 2 “Car Park” shall be deleted and replaced with:

Part 5

Car Park

1. If the Car Park is provided by the Second Owner, the Second Owner covenants with the District Council to manage and maintain the Car Park in accordance with a Car Park Scheme to be agreed between the Second Owner and the District Council (or any subsequent variations of the same agreed with the District Council) while Pulborough Railway Station remains in operation.

2. If the Car Park is provided by the Second Owner, the First Owner covenants with the District Council that they will not restrict vehicle, pedestrian and cycle access along the Estate Roads and shall use reasonable endeavours to ensure that unrestricted access for vehicles, pedestrians and cycles along the Estate Roads remains available in perpetuity thereafter to allow public access to, and use of, the Car Park.

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IN WITNESS of which the Parties hereto have executed this Agreement as a deed the day and year first before written

EXECUTED as a **DEED** by affixing
THE COMMON SEAL of)
HORSHAM DISTRICT COUNCIL)
in the presence of:)

Authorised signatory)

EXECUTED as a **DEED** by affixing)
the common seal of)
STONEWATER LIMITED)
in the presence of:)

Authorised signatory .....

Printed Name .....

Authorised signatory .....

Printed Name .....

Authorised signatory

EXECUTED as a **DEED** by affixing)
the common seal of)
NETWORK RAIL INFRASTRUCTURE)
LIMITED)

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