

Dated

2026

DAVID CHARLES HODGE
and
THE CHICHESTER DIOCESAN FUND AND
BOARD OF FINANCE (INCORPORATED)
and
ABINGWORTH DEVELOPMENTS LIMITED
and
HORSHAM DISTRICT COUNCIL

**Supplemental Agreement under Section 106 and Section 106A of The Town and
Country Planning Act 1990 relating to land at Brook Hill, Cowfold, West Sussex
RH13 8AH**

plainlaw
solicitors

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BETWEEN

- ## RECITALS

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The First Owner is the registered proprietor with Title Absolute of land registered at HM Land Registry under title number WSX226222 being Land at Brook Hill, Cowfold, West Sussex RH13 8AH.
- (C) The Second Owner is the registered proprietor with Title Absolute of land registered at the HM Land Registry under title number WSX356082.
- (D) The Developer has the benefit of an Option Agreement dated 16 April 2014 registered against title number WSX226222 in paragraphs 4 and 5 of the Charges Register.
- (E) On 31.12.2004, the First Owner (together with Janet Avril Hodge), the Second Owner, the Developer and the Council the entered into the Original Agreement. Janet Avril Hodge died on [] 2025.

- (F) Without prejudice to the terms of the other covenants contained in the Original Agreement, the parties have agreed to vary the terms of Original Agreement as set out in this deed.
- (G) This agreement is made under section 106A of the TCPA 1990 and is supplemental to the Original Agreement.

IT IS HEREBY AGREED

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

"Original Agreement"	the agreement made under section 106 of the TCPA 1990 dated 31 December 2024 between the First Owner and Janet Avril Hodge, the Second Owner, the Developer and the Council.
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1.2 Unless the context otherwise requires, all words and phrases defined in the Original Agreement shall have the same meaning in this deed.

1.3 Clause headings shall not affect the interpretation of this deed.

1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.

1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 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 terms.
- 1.11 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISION

- 2.1 This deed is made pursuant to the provisions of sections 106 and 106A of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by that person in the Property and their respective successors and assigns.

3. VARIATIONS TO THE ORIGINAL AGREEMENT

- 3.1 The Application Site Plan attached to the Original Agreement is replaced by the plan attached to this Agreement and marked Plan 1.
- 3.2 In all other respects, the Original Agreement (as varied by this deed) shall remain in full force and effect.
- 3.3 The obligations and covenants in the Original Agreement as varied by this Deed relate to the Property, are planning obligations and are for the purposes of regulation 122 of the Community Infrastructure Regulations 2010 necessary, directly related to and fairly and reasonably related in scale and kind to the development of the Property.

4. COVENANTS TO THE COUNCIL

The Owners covenant to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by this deed.

5. LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council.

6. ENDORSEMENT

Promptly following completion of this deed, the Council shall endorse a memorandum of variation on the Original Agreement in the following terms:

"This agreement has been varied by a supplemental agreement dated [] 2026 and made between David Charkles Hodge (1), The Chichester Diocesan Fund and Board of Finance (Incorporated) (2), Abingworth Developments Limited (3) and Horsham District Council (4)."

7. COUNCIL'S COSTS

The Owner shall pay to the Council on or before the date of completion of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed in the total sum of £[].

8. THIRD PARTY RIGHTS

A person who is not a party to this deed does not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

9. WAIVER

No failure or delay by the Council to exercise any right or remedy provided under this deed or by law constitutes a waiver of that or any other right or remedy. No single or partial exercise of that right or remedy prevents or restricts the further exercise of that or any other right or remedy.

10. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a **DEED** by

DAVID CHARLES HODGE

..... Signature

In the presence of:

W Signature

I Print name

T Address 1

N Address 2

E Address 3

S Post code

S Occupation

EXECUTED as a **DEED** by affixing the common seal of

THE CHICHESTER DIOCESAN FUND AND

BOARD OF FINANCE (INCORPORATED)

In the presence of

..... Authorised Signatory

..... Authorised Signatory

EXECUTED as a **DEED** by

ABINGWORTH DEVELOPMENTS LIMITED

acting by one Director

..... Signature

In the presence of:

W Signature

I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

SEALED WITH THE COMMON SEAL of

HORSHAM DISTRICT COUNCIL

in the presence of:

Authorised Officer