

- ✓ (1) PETER JOHN HOOPER & ELIZABETH CAROLE DENHOLME
HOOPER
- ✓ (2) ROBERT JAMES HOOPER
- (3) NICOLA JANE HOLDER
- (4) HORSHAM DISTRICT COUNCIL

DEED OF DISCHARGE

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

**Land at Billhook Farm, West Chiltington Lane, Coneyhurst, Billingshurst, West
Sussex RH14 9DN**

**Registered at HM Land Registry as Land on the east side of West Chiltington
Lane, Coneyhurst, Billingshurst**

Offsetting Land: Land on the west side of West Chiltington Lane, Billingshurst

Lauren Kelly – Head of Legal and Democratic Services
Horsham District Council
Albery House
Springfield Road
Horsham
West Sussex
RH12 2GB

Legal ref: SW/12598
Planning ref: S106/25/0033

THIS AGREEMENT is made as a deed and dated

6 July

2026

Between:

- (1) **PETER JOHN HOOPER ("the First Trustee")** and **ELIZABETH CAROLE DENHOLM HOOPER ("the Second Trustee")** of Palmer's Cottage, West Chilmington Lane, Coneyhurst, Billingshurst, West Sussex RH14 9DN of ("**the Owners**")
- (2) **ROBERT JAMES HOOPER** of The Old Vicarage, Crawley Road, Horsham, West Sussex RH12 4HF ("**the Third Trustee**")
- (3) **NICOLA JANE HOLDER** of North End Barn, West Chilmington Lane, Coneyhurst, West Sussex RH14 9DN ("**the Fourth Trustee**")
- (4) **HORSHAM DISTRICT COUNCIL** of Alberty House, Springfield Road, Horsham, West Sussex RH12 2GB ("**the District Council**")

together "the Parties"

1. BACKGROUND & RECITALS

Whereas

- 1.1 The District Council is the local planning authority as defined in the Act for the area within which the Application Site and the Offsetting Site is situated for the purposes of this Deed and for the purposes of section 106 of the Act and is entitled to enforce the planning obligations it contains.
- 1.2 The Owners are the registered proprietors with Title Absolute of land registered at HM Land Registry under title number WSX203821 and described as "Land on the east side of West Chilmington Lane, Coneyhurst, Billingshurst", being the Application Site.
- 1.3 The Owners are the registered proprietors with Title Absolute of land registered at HM Land Registry under title number WSX271507 and described as "Land on the west side of West Chilmington Lane, Billingshurst", being the Offsetting Site.
- 1.4 The Owners have entered into the Contract for Sale with the First Trustee, Second Trustee, Third Trustee and Fourth Trustee (together the "Trustees"), which is registered at HM Land Registry against title number WSX271507 at paragraph 2 of the Charges Register and as such are considered to have an equitable interest in the Offsetting Site.
- 1.5 The Council's administrative area is situated in an area of serious water stress as identified by the Environment Agency's Water Stressed Areas Classification.
- 1.6 Southern Water, supplies drinking water to the Council's administrative area from the SNWSZ.
- 1.7 In September 2021 Natural England released the Position Statement which required that any new development within the SNWSZ be Water Neutral. The Parties agreed to enter into the Original Agreement to secure the required mitigation in order to bind the Application Site and the Offsetting Site and to ensure the Development at the Application Site was Water Neutral.
- 1.8 On 31 October 2025 Natural England issued a withdrawal statement confirming that the Position Statement had been withdrawn following an agreement between Natural England, Southern Water and the Environment Agency that a reduction on the licence cap on water abstraction will ensure with sufficient certainty that development with the SNWSZ would not adversely impact protected Arun Valley habitats.
- 1.9 The Discharge Application to discharge the Original Agreement was made on 14 November 2025 and validated on 24 November 2025.
- 1.10 The Parties have agreed to enter into this Deed to discharge the Original Agreement because the Council has determined that the mitigation and Offsetting Measures secured by the Original Agreement are no longer required.

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Deed:

- 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 District Council, the successors to their functions as local planning authority.
- 2.12 The headings 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).
"Application"	the application ascribed reference number DC/20/2567 and described as: "Demolition of existing barns and erection of 3 No. residential dwellings and creation of a new access".
"Application Site"	all that land at Billhook Farm, West Chiltington Lane, Coneyhurst, Billingshurst, West Sussex RH14 9DN, registered at the Land Registry as Land on the east side of West Chiltington Lane, Coneyhurst, Billingshurst, that is show for identification purposes edged red on the Application Site Plan and to which the Application relates.
"Application Site Plan"	the plan of the Application Site entitled "Location and Block Plan" with drawing number BF_00 dated 15/12/20 at Schedule 1 of the Original Agreement.
"Development"	the development of the Application Site pursuant to the Planning Permission.

“Discharge Application”	The application submitted on 14 November 2025 (and allocated reference S106/25/0033) for the purposes of discharging the Agreement.
“Dwelling”	a residential dwelling constructed on the Application Site and forming part of the Development.
“Offsetting Site”	all that land registered at HM Land Registry as Land on the west side of West Chiltington Lane, Billingshurst (comprising a stable block), at which the Offsetting Measures detailed in the Original Agreement were to be implemented, maintained and managed for the lifetime of the Development and which is identified edged red on the Offsetting Site Plan.
“Offsetting Site Plan”	The plan of the Offsetting Site entitled Offsetting Site Plan produced by Batcheller Monkhouse on Land App, dated 27 March 2025, at Schedule 1 of the Original Agreement.
“Original Agreement”	the section 106 agreement between (1) John Peter Hooper & Elizabeth Carole Denholme Hooper (2) Robert James Hooper (3) Nicola Jane Holder and (4) Horsham District Council dated 2 May 2025
“Planning Permission”	the planning permission to be granted by the District Council pursuant to the Application.
“Position Statement”	the statement dated 14 September 2021 received by the Council from Natural England which shows that water abstraction for drinking water supplies in the SNWSZ is having a negative impact on the wildlife sites in the Arun Valley.
“SNWSZ”	The Sussex North Water Supply Zone from where Southern Water supplies drinking water.
“Southern Water”	The statutory undertaker responsible for the supply of water to the Development or any successor organisation which replaces it.
“Water Neutral”	The use of water in the SNWSZ after the Development has taken place is the same or lower than it was before the Development so as to accord with the Position Statement and “Water Neutrality” shall be construed accordingly.
“Withdrawal Statement”	The statement dated 31 October 2025 confirming that the Position Statement has been withdrawn and development within the SNWSZ no longer needs to be Water Neutral.
“Working Day”	means Monday to Friday inclusive but excluding any day that is a bank holiday, public holiday or statutory holiday in England.

4. ENABLING PROVISIONS

- 4.1 This Agreement is made pursuant to section 106A of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

5. DISCHARGE OF PLANNING AGREEMENT

- 5.1 The Owners and the Council agree that the Original Agreement shall hereby be discharged in its entirety and will cease to have any effect from the date of this Deed and shall not be capable of being enforced against the Owners or their successors in title or any other party either with respect to the Application Site or the Offsetting Site.

6. COSTS

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

7. GENERAL

7.1 The Parties undertake that:

7.1.1 this Agreement constitutes a deed of discharge for the purposes of section 106A of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

7.1.2 this Agreement constitutes a deed.

7.1.3 nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

7.1.4 this Deed is enforceable by the District Council

7.1.5 The Owners and the Developer hereby undertake that:

7.1.5.1 this Agreement supersedes and replaces all previous negotiations whether oral or written;

7.1.5.2 the Owners and the Developer have not relied on any express or implied statement warranty representation or undertaking given by or on behalf of the District Council; and

7.1.5.3 nothing herein contained excludes the liability of any party in relation to fraud.

7.1.6 The Owners and the Developer hereby give consent for the Application Site Plan and Offsetting Site Plan to be reproduced by the District Council.

7.1.7 If any provision in this Agreement shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.

7.1.8 This Agreement shall be governed by and interpreted in accordance with laws of England and the Parties submit to the exclusive jurisdiction of the courts of England.

7.1.9 References to the Application Site include any part of it.

8. LOCAL LAND CHARGE

The Council shall remove the Deed from the Register of Local Land Charges as soon as reasonably practicable after the completion of this Deed of Discharge.

IN WITNESS whereof this Agreement has been duly executed the day and year first hereinbefore mentioned

**SIGNED as a DEED by
PETER JOHN HOOPER**

..... Signature

In the presence of

W Signature

I DURWIN BARKS Print name

T MUNTHAM HOME FARM Address 1

N BARKS GREEN Address 2

E RH13 0NH HORSHAM Address 3

S RH13 ONH Post code
S FARMER Occupation

SIGNED as a DEED by
ELIZABETH CAROLE DENHOLME HOOPER

.....  Signature

In the presence of:

W  Signature
I DURWIN BANKS Print name
T MUNTHAM HOME FARM Address 1
N BARN GREEN Address 2
E HORSHAM Address 3
S RH13 ONH Post code
S Occupation

SIGNED as a DEED by
ROBERT JAMES HOOPER

.....  Signature

In the presence of:

.....  Signature
I DURWIN BANKS Print name
T MUNTHAM HOME FARM Address 1
N BARN GREEN Address 2
E HORSHAM Address 3
S RH13 ONH Post code
S FARMER Occupation

SIGNED as a DEED by
NICOLA JANE HOOPER HOLDER SW.

.....  Signature

In the presence of:

W Signature
I *JOHN BANKS* Print name
T *MUNHAM HOWE ROAD* Address 1
N *BARN GREEN* Address 2
E *HORSHAM* Address 3
S *RN13 ONY* Post code
S *FRUITER* Occupation

SEALED WITH THE COMMON SEAL of
HORSHAM DISTRICT COUNCIL
in the presence of:



