(1) ANDREW PHILIP RUTHERFORD

(2) HORSHAM DISTRICT COUNCIL

DEED OF DISCHARGE

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

Rowfold Lodge, Coneyhurst Road, Billingshurst, West Sussex RH14 9DD

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

Legal ref: DSM/12627
Planning ref: S106/26/0001

THIS AGREEMENT is made as a deed and dated 19th February 2026

Between:

(1) **ANDREW PHILIP RUTHERFORD** of Rowfold Lodge, Coneyhurst Road, Billingshurst, West Sussex RH14 9DD ("**the Owner**")

(2) **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 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 Owner is the registered proprietor of both the Application Site and the Offsetting Site with Title Absolute of land registered at HM Land Registry under title number WSX106693 and referred to as Rowfold Lodge, Coneyhurst Road, Billingshurst RH14 9DD.

1.3 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.

1.4 Southern Water supplies drinking water to the Council's administrative area from the SNWSZ.

1.5 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.

1.6 On 31 October 2025 Natural England issued a withdrawal statement confirming that the Position Statement had been withdrawn following an agreement between Natural England, Southern Water and the Environment Agency that a reduction on the licence cap on water abstraction will ensure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.

1.7 The Discharge Application to discharge the Original Agreement was made on 6th January 2026 and validated on 12th January 2026.

1.8 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/24/0304 and described as: "Prior Notification for Change of Use of Agricultural Building to a single dwellinghouse".
"Application Site"	the building labelled "Application Site" to which the Application relates and shown for identification purposes edged red on the Application Site Plan.
"Application Site Plan"	the plan of the Application Site entitled "Site Location Plan" produced by Batcheller Monkhouse and dated 20th August 2024 and appended at Schedule 1 of this Agreement.
"Development"	the development of the Application Site pursuant to the Planning Permission.
"Discharge Application"	The application submitted on 6th January 2026 (and allocated reference S106/26/0001) for the purposes of discharging the Original Agreement.
"Offsetting Site"	the building labelled "Offsetting Site" and known as "Rowfold Lodge" 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 Application Site Plan.

"Original Agreement"	the section 106 agreement between (1) Andrew Philip Rutherford; and (2) Horsham District Council dated 29th 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 ORIGINAL AGREEMENT

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

7. GENERAL

The Parties undertake that:

5.1 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.

5.2 this Agreement constitutes a deed.

5.3 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.

5.4 this Deed is enforceable by the District Council

5.5 The Owner hereby undertakes that:

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

10.1.2 the Owner has not relied on any express or implied statement warranty representation or undertaking given by or on behalf of the District Council; and

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

5.6 The Owner hereby give consent for the Application Site Plan to be reproduced by the District Council.

5.7 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.

5.8 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.

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

5.10 References to the Offsetting Site include any part of it.

6. 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
ANDREW PHILIP RUTHERFORD

[redacted] ..... Signature

W . [redacted] ..... Signature

I ..... Print name

T ..... 26, CHANDLERS WAY ..... Address 1

N ..... STEYNING ..... Address 2

E ..... WEST SUSSEX ..... Address 3

S ..... BN44 3NG ..... Post code

S ..... DIRECTOR ..... Occupation

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

[redacted]

Authorised Officer



SCHEDULE 1

Plans

1. Application Site Plan entitled "Site Location Plan" dated 20th August 2024.

Site Location Plan

Batcheller Monkhouse



Produced on Aug 20, 2024.
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Scale 1:1250 (at A4)

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