(1) **ASTER COMMUNITIES**

(2) **WEST SUSSEX COUNTY COUNCIL**

(3) **HORSHAM DISTRICT COUNCIL**

DEED OF VARIATION

pursuant to section 106A of the Town and Country Planning Act 1990

in respect of a section 106 Agreement dated 7th May 2025 and related to Millfields Farm, Horsham Road RH12 4PR (DC/24/0669) with planning reference: S106/2539

Millfields Farm, Horsham Road, Rusper, Horsham RH12 4PR

Lauren Kelly – Head of Legal and Democratic Services
Horsham District Council
Parkside
Chart Way
Horsham
West Sussex
RH12 1RL

Planning Ref: DC/25/1852
Legal Ref: DSM/12581

THIS AGREEMENT is made as a deed and dated 3rd March **2026**

Between:

(1) **ASTER COMMUNITIES** (registered with the Financial Conduct Authority as a Community Benefit Society pursuant to the Co-operative and Community Benefit Societies Act 2014 on the Mutuals Public Register with registration number 31530R whose registered office is Sarsen Court, Horton Avenue, Cannings Hill, Devizes, Wiltshire SN10 2AZ (**"the Owner"**);

(2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, Chichester, West Sussex PO19 1RQ (**"the County Council"**); and

(3) **HORSHAM DISTRICT COUNCIL** of Parkside, Chart Way, Horsham, West Sussex RH12 1RL (**"the District Council"**).

Together, "**the Parties to this Deed**".

BACKGROUND & RECITALS

Whereas

A. On 7 May 2025 an agreement was entered into pursuant to section 106 of the Act between 1) Horsham District Council; 2) West Sussex County Council; 3) Stonebond Properties (Guildford) Limited; 4) Earl House Partnership Ltd; 5) Colin Andrew Lewis and Anna Victoria Lewis relating to Land at Millfields Farm, Horsham Road, Rusper RH12 4PR (**"the Principal Agreement")** and without prejudice to the covenants contained therein the Parties to this Deed seek to amend by this Deed of Variation.

B. The District Council is the local planning authority for the purposes of section 106 and 106A of the Act for the area within which the Application Site, is situated and as such is entitled to enforce the obligations contained in this Deed of Variation and in the Principal Agreement.

C. The Owner is the registered proprietor with title absolute of the freehold Application Site registered at HM Land Registry under title number WSX453592.

D. The County Council is the Highway Authority for the area within which the Application Site is situated and is entitled to enforce those obligations contained in the Principal Agreement given to the County Council and is a party to this Deed of Variation to consent to its terms.

E. The District Council's administrative area is situated in an area of serious water stress as identified by the Environment Agency's Water Stressed Areas Classification.

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

G. 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 Principal 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.

H. 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 within the SNWSZ would not adversely impact protected Arun Valley habitats.

I. The Parties to this Deed have agreed to enter into this Deed of Variation to vary the Principal Agreement because the District Council has determined that the mitigation and Offsetting Site Measures secured by the Principal Agreement are no longer required.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION AND DEFINITIONS

In this Deed

1.1 Interpretation as this Deed of Variation shall be in accordance with paragraph 1. of the Principal Agreement (including its subparagraphs).

1.2 Unless the context requires otherwise, all works and phrases defined in the Principal Agreement shall have the same meaning in this Deed of Variation except where they are expressly varied by this Deed of Variation.

2. ENABLING PROVISIONS

2.1 This Deed of Variation 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.

2.2 The Parties to this Deed acknowledge that this Deed of Variation is supplemental to the Principal Agreement and that the obligations contained within it are binding on the Application Site and are enforceable by the District Council as local planning authority and the County Council as the Highway Authority against the Owner as owner of the Application Site and against their successors in title and assigns in respect of their interests in each and every part of the Application Site provided always that no person shall be liable for any breach of any covenant or obligation in this Deed of Variation after it has parted with all of its interest in the Application Site or the part of the Application Site in respect of which such breach occurs (save in relation to any antecedent breach which occurs prior to parting with such interest).

3. GENERAL

3.1 Nothing in this Deed of Variation confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

3.2 Nothing in this Deed of Variation 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.

3.3 No waiver (whether expressed or implied) of any breach or default in performing or observing any of the covenants terms or conditions of this Deed of Variation shall constitute a continuing waiver and no such waiver shall prevent the Parties to this Deed of Variation from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

3.4 The Parties to this Deed acknowledge that this Deed of Variation will be registered as a local land charge.

3.5 It is agreed that if any part of this Deed of Variation 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 Deed of Variation and the remainder of this Deed of Variation and shall continue in full force and effect.

3.6 This Deed of Variation 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 the courts of England and Wales.

4. VARIATION OF THE PRINCIPAL AGREEMENT

4.1 Without prejudice to the other covenants contained in the Principal Agreement, which shall continue in full force and effect the parties to this Deed of Variation agree that from the date of this Deed of Variation the Principal Agreement shall be amended as set out in Schedule 1.

5. COVENANTS

5.1 The Parties to this Deed of Variation covenant with the District Council and the County Council that they will observe and perform the covenants, restrictions and obligations on their part contained in the Principal Agreement as amended by this Deed of Variation.

6. COSTS

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

IN WITNESS whereof this Deed of Variation has been duly executed the day and year first hereinbefore mentioned

SIGNED AS A DEED by

Clarke Willmott LLP

acting by **KATE SAUNDERS**, a member

as Attorney for and on behalf of **ASTER COMMUNITIES**

under a Power of Attorney dated 03 April 2025

In the presence of:

[redacted]..... ..[redacted]

SIGNATURE OF ATTORNEY SIGNATURE OF WITNESS

(0376122)

CLARKE WILLMOTT LLP
SOLICITORS
BLACKBROOK GATE
BLACKBROOK PARK AVENUE
TAUNTON TA1 2PG

Witness Name: KAREN CURETON

Witness Address: .....

.....

Witness Occupation: ADMIN ASSISTANT

..... Authorised Officer

3457/718/2026

SEALED WITH THE COMMON SEAL OF
WEST SUSSEX COUNTY COUNCIL
in the presence of:

..[redacted] Authorised Officer

18180x3

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

[redacted]



..... Authorised Officer

SCHEDULE 1

1. **The Parties to this Deed of Variation agree that the Principal Agreement shall be amended as follows:**

1.1. The following existing definition at clause 3 (Definitions) of the Principal Agreement shall be **DELETED** along with all corresponding references:

"Application Site Plan"/ "Offsetting Site Plan"	The plan entitled "*Application Site and Offsetting Site Plan*" with drawing number '*7288 LP03*' which shows the Application Site edged in red and the Offsetting Site edged in blue at Appendix 1 of this Agreement;

and **REPLACED** with:

"Application Site Plan"	The plan entitled "*Site Location Plan*" with drawing number '*PL-01 Rev D*' and dated 11.03.24 which shows the Application Site edged in red;

1.2. The following existing definitions at clause 3 (Definitions) in the Principal Agreement shall be **DELETED** along with all corresponding references:

"Offsetting Site"	land comprising "The Coach House and Millfields Farm Cottage" to be subject to the Offsetting Site Measures and which is shown for identification purposes edged in blue on the Offsetting Site Plan;
"Offsetting Site Measures"	the detailed water saving measures that are to be implemented in respect of the extant dwelling on the Offsetting Site to make the Development Water Neutral as set out in the Water Neutrality Statement;
"Position Statement"	the statement from Natural England dated 14th September 2021, updated in February and November 2022, which states that water abstraction for 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;
"Water Neutrality Statement"	the statement dated 7 June 2024 prepared by Laura Jagiela of Motion on behalf of the Owner in support of Application, setting out the Offsetting Site Measures to be undertaken to demonstrate how the Development will be delivered and remain Water Neutral in perpetuity in accordance with the Position Statement, comprising Schedule 1 of this Agreement;
"Water Stressed Areas Classification"	the Environment Agency's report dated 1st July 2021 setting out the results of the Environment Agency's determination of areas of water stress in England and any subsequent report; and

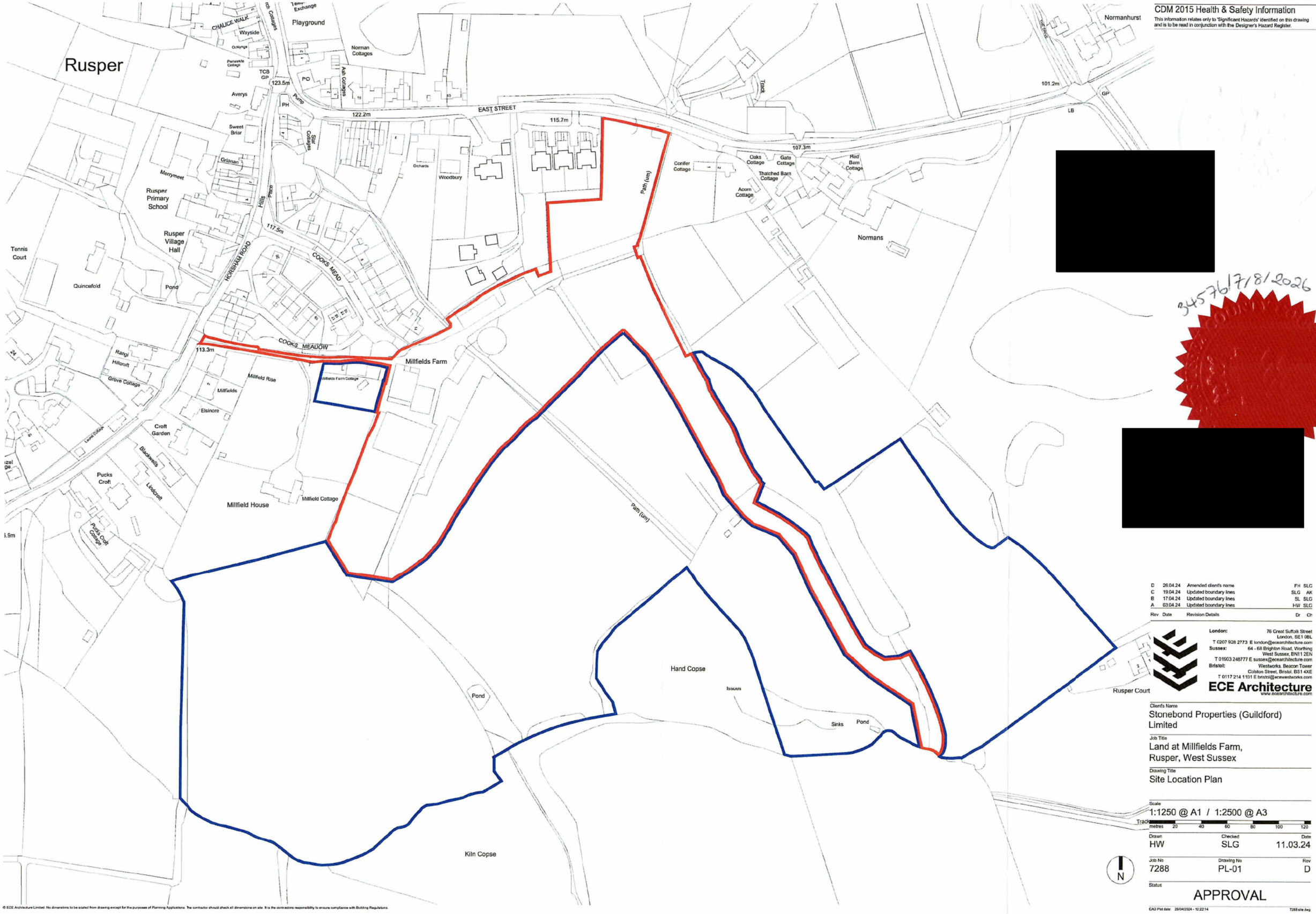
1.3. Schedule 1 "*Water Neutrality Statement*" shall be **REMOVED** in its entirety from the Principal Agreement and all corresponding references.

1.4. Schedule 2 "*The Owner's covenants to the District Council in relation to the Application Site*" shall be removed in its entirety from the Principal Agreement and all corresponding references.

1.5. Schedule 3 "*The Owner's covenants to the District Council in relation to the Offsetting Site*" shall be removed in its entirety and all corresponding references.

SCHEDULE 2

"Application Site Plan"



CDM 2015 Health & Safety Information

This information relates only to 'Significant Hazards' identified on this drawing and is to be read in conjunction with the Designer's Hazard Register.

[redacted]

345761/7/8/2026

[redacted]

Rev	Date	Revision Details	Dr	Ch
D	26.04.24	Amended client's name	FH	SLG
C	19.04.24	Updated boundary lines	SLG	AK
B	17.04.24	Updated boundary lines	SL	SLG
A	03.04.24	Updated boundary lines	HW	SLG

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Client's Name
Stonebond Properties (Guildford) Limited

Job Title
Land at Millfields Farm, Rusper, West Sussex

Drawing Title
Site Location Plan

Scale
1:1250 @ A1 / 1:2500 @ A3

metres 20 40 60 80 100 120

Drawn	Checked	Date
HW	SLG	11.03.24

Job No	Drawing No	Rev
7288	PL-01	D

Status
APPROVAL

CAD Plot date: 26/04/2024 - 12:22:14 7288 site dwg

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