(1) **ANTHONY PETER CHARLES DRISCOLL and LISA JANE DRISCOLL**
(2) **CATESBY STRATEGIC LAND LIMITED**
(3) **CLARE MARGERY GORDON-PULLAR, KATHERINE ANN DUNCAN and LEE CLACKETT as trustees of the RACHEL PICCO TRUST NO 1**
(4) **KATHERINE ANN DUNCAN, CLARE MARGERY GORDON-PULLAR and RACHEL MARY DUNCAN**
(5) **BDW TRADING LIMITED**
(6) **HORSHAM DISTRICT COUNCIL**

AGREEMENT

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

Land at Rascals Farm, Shipley Road, Horsham, West Sussex RH13 9BG and Land at New Place Farm, Pulborough

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

Legal ref: DSM/11862
Planning ref: DC/24/0249

THIS AGREEMENT is made as a deed and dated 4th June 2025

Between:

(1) **ANTHONY PETER CHARLES DRISCOLL** and **LISA JANE DRISCOLL** both of Rascals Farm, Shipley Road, Southwater, Horsham RH13 9BG ("the **First Application Site Owner**")

(2) **CATESBY STRATEGIC LAND LIMITED** (Company registration no. 03231740) whose registered office is Orchard House, Papple Close, Houlton, Rugby CV23 1EW ("the **Second Application Site Owner**")

(3) **CLARE MARGERY GORDON-PULLAR** and **KATHERINE ANN DUNCAN** of Woodside, South Bank, Chichester, West Sussex PO19 8DX and **LEE CLACKETT** of Bromley Clackett Ltd, 74-76 Aldwick Road, Bognor Regis, West Sussex PO21 2PE as trustees of the Rachel Picco Trust No 1 ("the **First Offsetting Site Owner**")

(4) **KATHERINE ANN DUNCAN, CLARE MARGERY GORDON-PULLAR** and **RACHEL MARY DUNCAN** of Woodside, South Bank, Chichester, West Sussex PO19 8DX ("the **Second Offsetting Site Owner**").

(5) **BDW TRADING LIMITED** (Company registration no. 03018173) whose registered office is Barratt House, Cartwright Way, Bardon Hill, Leicestershire LE67 1UF (the "**Third Offsetting Site Owner**")

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

together "the Parties"

1. BACKGROUND & RECITALS

Whereas

1.1 The First Application Site Owner and Second Application Site Owner (together "the **Application Site Owners**") are the registered proprietors with Title Absolute of land registered at HM Land Registry under title number WSX351488 being Rascals Farm, Shipley Road, Southwater, Horsham RH13 9BG and WSX321854 being land at Rascals Wood, Shipley Road, Southwater, Horsham.

1.2 The First Offsetting Site Owner, the Second Offsetting Site Owner and the Third Offsetting Site Owner (together **"the Offsetting Site Owners"**) are the registered proprietors with Title Absolute of the land comprising the Offsetting Site that is registered at HM Land Registry under title number WSX111396 being land lying to the north east of Glebelands, Pulborough, West Sussex and WSX342414 being land at New Place Nurseries, London Road, Pulborough, West Sussex RH20 1AT. The Third Offsetting Site Owner having acquired part of the Offsetting Site from the First Offsetting Site Owner and the Second Offsetting Site Owner by a transfer dated 27 September 2024, at the date of this Agreement the application to register the Third Offsetting Site Owner as the registered proprietor of part of the Offsetting Site is pending at HM Land Registry.

1.3 Catesby Estates Limited is the registered proprietor of a charge registered dated 19 February 2019 against title numbers WSX111396 and WSX342414 being the land owned by the Offsetting Site Owners.

1.4 The Council is the local planning authority as defined in the Act for the area within which the Application Site is situated for the purposes of this Agreement and for the purposes of section 106 of the Act and is entitled to enforce the planning obligations it contains.

1.5 The Application Site Owners submitted the Application to the Council which was validated on 21 February 2024.

1.6 The Parties have agreed to enter into this Agreement to secure the necessary planning obligations contained in this Agreement.

1.7 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.

1.8 The water statutory undertaker, Southern Water, supplies drinking water to the Council's administrative area from the SNWSZ.

1.9 In September 2021 Natural England released the Position Statement which requires that any new development within the SNWSZ must be Water Neutral. The Parties agree that the Development must be Water Neutral and have entered into this Agreement to secure the required mitigation and Offsetting Measures and bind the Application Site and the Offsetting Site.

1.10 The Parties are willing to enter into, be bound by the obligations and be subject to the restrictions in this Agreement on the terms set out herein.

1.11 The Parties are satisfied that the provisions of this Agreement comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and, accordingly, that the planning obligations contained in this Agreement are necessary to make the Development acceptable in planning terms, are directly related to the Development and fairly and reasonably relate in scale and kind to the Development.

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 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:

"Abstraction Licence"	means the abstraction licences with licence numbers: SO/041/0025/005 and 10/41/421004 relating to the Borehole as

	defined in Schedule 8 of the New Place Farm S106 Agreement and the Lake.
"Act"	means the Town and Country Planning Act 1990 (as amended).
"Application"	means the application ascribed reference number DC/24/0249 and described as: "Reserved matters application for the erection of 96 dwellings and ancillary parking and landscaping following approval of outline application DC/20/0695 (up to 100 residential units with associated vehicular and pedestrian access), relating to layout, scale, appearance and landscaping".
"Application Site"	means all that land known as Rascals Farm, Shipley Road, Southwater, West Sussex RH13 9BG shown for identification purposes edged red on the Application Site Plan and to which the Application relates.
"Application Site Plan"	means the plan of the Application Site entitled "Site Location Plan" with drawing number CB_08_353_000 at Schedule 1 of this Agreement.
"Borehole"	means the borehole on the Offsetting Site as defined in Schedule 8 of the New Place Farm S106 Agreement
"Commencement of Development"	means the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, enabling works demolition, site clearance works, earthworks, archaeological investigations and digs, exploratory boreholes, operations permitted by the Town and Country Planning (General Permitted Development) Order 2015, the erection of hoardings and fencing, temporary diversion of services and signage (including the formation of temporary construction accesses) and "**Commence Development**" shall be construed accordingly.
"Commencement Date"	means the date on which the Commencement of the Development occurs.
"Commencement Notice"	means the written notice confirming the Commencement Date referred to in clause 7.1.1 and served in accordance with Clause 7.3.
"Development	means the development of the Application Site pursuant to the Planning Permission.
"Lake"	means the existing lake for the purpose of water extraction and part of the Offsetting Measures.
"Monitoring Fee"	means the fee of **£400 (four hundred pounds)** for monitoring obligations in the Agreement payable to the Council on or before completion of this Agreement.
"New Place Farm Planning Permission"	means planning permission reference: DC/21/2321 dated 7 July 2023 granted by the District Council, subject to conditions.
"New Place Farm S106 Agreement"	means the agreement entered into pursuant to section 106 of the 1990 Act dated 7 July 2023 relating to the New Place Farm Planning Permission.
"Nursery"	means the use of the Offsetting Site as a horticultural business for the production of plants and trees.
"Occupation"	means occupation for any purpose for which the Planning Permission has been granted by the Council other than occupation for the purposes of construction or fitting out or occupation for security, marketing or display and "**Occupy**" and "**Occupied**" shall be construed accordingly.

"Occupation Date"	means the date on which the Development is first Occupied.
"Occupation Notice"	means the written notice confirming the Occupation Date referred to in clause 7.1.2 to be served in accordance with clause 7.3 of this Agreement.
"Offsetting Measures"	means: • the revocation of the Abstraction Licence; and • the decommissioning of the Borehole on the Offsetting Site; and • ceasing the use of the Lake for water abstraction which the Council agrees make the Development Water Neutral in line with the Water Neutrality Statement.
"Offsetting Site"	means land at New Place Farm, Pulborough, West Sussex being land that falls within the Council's administrative area and upon which the Offsetting Measures are to be implemented, maintained and managed for the lifetime of the Development and which is identified edged red and blue on the Offsetting Site Plan.
"Offsetting Site Plan"	means the plan of the Offsetting Site entitled "03b Application Boundary Plan" at Schedule 2 of this Agreement.
"Planning Permission"	means the planning permission to be granted by the Council pursuant to the Application.
"Position Statement"	means 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.
"Sale or Transfer"	means the sale or transfer of Water Credits and "**Sold or Transferred**" shall be construed accordingly.
"Section 73 Consent"	means any planning permission granted pursuant to section 73 of the Act to vary and/ or remove any planning condition(s) subject to which the Planning Permission was granted and/ or subsequent planning permission was granted pursuant to section 73 of the Act.
"SNWSZ"	means the Sussex North Water Supply Zone from where Southern Water supplies drinking water.
"Southern Water"	means the statutory undertaker responsible for the supply of water to the Development or any successor organisation which replaces it.
"Water Credit(s)"	means the litres of water per day saved by implementation of the Offsetting Measures at the Offsetting Site which may be Sold or Transferred to the Application Site Owners to offset water consumption arising from the Development and the New Place Farm Planning Permission to ensure that it is Water Neutral.
"Water Extraction Borehole(s)"	means a borehole(s) for the purpose of water extraction
"Water Neutral"	means 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"	means the statement prepared by RPS Consulting Services Limited and dated June 2024 on behalf of the Second Application Site Owners and agreed with the Council to demonstrate and ensure that the Development is considered and delivered as Water Neutral and in accordance with the Position Statement by setting out key mitigation

	measures to achieve Water Neutrality and which appears at Schedule 3 of this Agreement.
"Water Stressed Areas Classification"	means the Environment Agency's report dated 1 July 2021 setting out the results of the Environment Agency's determination of areas of water stress in England and any subsequent report.
"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 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

5. CONDITIONS PRECEDENT

5.1 This Agreement shall come into effect upon the date it is dated but the provisions in paragraphs 3, 4, 5 and 6 of Schedule 4 and paragraphs 1, 2, 3, 4 and 5 of Schedule 5 shall only take effect upon the Commencement of Development unless explicitly stated otherwise.

6. COVENANTS

6.1 Subject to clause 5.1:

6.1.1 The Application Site Owners covenant with the Council to comply fully with and to perform the obligations contained herein and in Schedule 4 of this Agreement in accordance with the requirements and timescales set out;

6.1.2 The Application Site Owners covenant with the Council that the Development and use of the Application Site shall be in strict accordance with this Agreement;

6.1.3 The Offsetting Site Owners covenant with the Council to comply fully with and to perform the obligations contained in Schedule 5 of this Agreement in accordance with the requirements and timescales set out and not to encumber or otherwise deal with their interest in the Offsetting Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and/ or undertakings imposed by this Agreement are rendered impossible to carry out.

7. NOTICES

7.1 The Application Site Owners covenant with the Council as follows:

7.1.1 to give the Commencement Notice to the Council not less than 14 (fourteen) days before the anticipated Commencement Date; and

7.1.2 to give the Occupation Notice to the Council not less than 14 (fourteen) days before the anticipated Occupation Date.

7.2 The Parties to this Agreement agree that if the Application Site Owners fail to give the notice required by clause 7.1.1 and clause 7.1.2 above then the Council shall be entitled in its absolute discretion to determine the Commencement Date and Occupation Date and shall give notice to the Application Site Owners of the Council's determination.

7.3 Any notice, certificate or other communication required or permitted to be given under this Agreement shall be given in writing to the relevant party at the relevant address referred to at the start of this Agreement or such other address as may be notified in writing to the other party and must be served personally or by first class registered or first class recorded delivery post and, in the case of the Council, the relevant party shall address any notice to the Head of Legal and Democratic Services of the Council.

7.4 Any notice, certificate or other communication sent by post shall be deemed (in the absence of evidence of receipt) to have been delivered 2 (two) Working Days after

despatch and in proving the fact of despatch it shall be sufficient to show that the envelope was properly addressed and posted.

7.5 Any notice, certificate or other communication delivered personally shall be deemed to have been delivered at the time it is received provided it is received between 09:00hrs and 17:00hrs on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

8. COSTS

8.1 The Application Site Owners have undertaken to pay on or before the date hereof the Council's reasonable legal costs incurred in preparing and entering into this Agreement and the Monitoring Fee.

9. GENERAL

The Parties undertake that:

9.1 this Agreement constitutes a planning obligation for the purposes of section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

9.2 this Agreement constitutes a deed.

9.3 this Agreement is enforceable by the Council in accordance with section 106 of the Act.

9.4 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.

9.5 It is hereby agreed by the Application Site Owners and the Offsetting Site Owners that failure by the Council at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Application Site Owners and the Offsetting Site Owners of any of the conditions, covenants, agreements or obligations of this Agreement or any failure or delay by the Council to exercise any act, right or remedy shall not be construed as a creating an estoppel in connection with any such condition, covenant, agreement or obligation and shall not affect the validity of this Agreement or any part thereof or the right of the Council to enforce any provision and any variation of this Agreement shall not vitiate the remainder of the Agreement which shall remain in full force and effect subject to such amendment or amendments.

9.6 The Application Site Owners and the Offsetting Site Owners hereby undertake that:

9.6.1 this Agreement supersedes and replaces all previous negotiations whether oral or written but, for the avoidance of doubt, this Agreement does not replace the terms and obligations secured by the New Place Farm S106 Agreement relating to the Offsetting Site;

9.6.2 the Application Site Owners and the Offsetting Site Owners have not relied on any express or implied statement warranty representation or undertaking given by or on behalf of the Council; and

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

9.7 The Application Site Owners and the Offsetting Site Owners acknowledge that this Agreement will be registered as a local land charge.

9.8 The Application Site Owners hereby give consent for the Development Site Plan to be reproduced by the Council. 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.

9.9 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.

9.10 The obligations in this Agreement (with the exception of clause 8) shall cease to have effect (insofar only as it has not already been complied with) if, before the Commencement of Development, the Planning Permission:

9.10.1 expires; or

9.10.2 is varied or revoked other than at the request of the Application Site Owners; or

9.10.3 is quashed following a successful legal challenge,

but will remain in full force and effect so far as any subsisting Section 73 Consent is concerned.

9.11 The Application Site Owners (or any person deriving title to Application Site from the Application Site Owners) shall not be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after the Application Site Owners have parted with their interest in the Application Site or part of Application Site to which such breach relates save in respect of liability for antecedent breach of this Agreement.

9.12 The Offsetting Site Owners (or any person deriving title to the Offsetting Site from the Offsetting Site Owners) shall not be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after the Offsetting Site Owners have parted with their interest in the Offsetting Site or such part of the Offsetting Site to which such breach relates save in respect of liability for antecedent breach of this Agreement.

9.13 The Offsetting Site Owners (or any person deriving title to the Offsetting Site from the Offsetting Site Owners) shall not be liable for any breach of the restrictions and obligations set out in Schedule 4 of this Agreement.

9.14 The Application Site Owners (or any person deriving title to the Application Site from the Application Site Owners) shall not be liable for any breach of the restrictions and obligations set out in Schedule 5 of this Agreement

9.15 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies to the covenants in this agreement.

9.16 References to the Application Site and Offsetting Site include any part of it.

9.17 Any covenant by the Application Site Owners or Offsetting Site Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

9.18 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or any modification variation or amendment thereof) granted after the date of the Planning Permission.

9.19 Subject to the proviso to this clause if any Section 73 Consent is granted after the date of this Agreement:

9.19.1 the obligations in this Agreement shall relate to and bind such Section 73 Consent; and

9.19.2 the definitions of Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent, the development permitted by the Section 73 Consent and the Section 73 Consent itself.

9.19.3 nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same.

PROVIDED THAT:

9.19.4 to the extent that any of the obligations in this Agreement have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and

9.19.5 the Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it desirable to do so.

9.20 The covenants contained in this Agreement shall not be enforceable against:

9.20.1 statutory undertakers in relation to any parts of the Application Site acquired by them for electricity sub stations gas governor stations or pumping stations; or

9.20.2 statutory undertakers in relation to any parts of the Offsetting Site acquired by them for electricity sub stations gas governor stations or pumping stations;

10. DISPUTE RESOLUTION

10.1 Should a dispute or difference arise between the Application Site Owners or the Offsetting Site Owners and the Council concerning anything herein then the provisions of this clause 10 shall apply.

10.2 All differences and disputes which may arise between the Parties concerning this Agreement shall be referred to the determination (as an expert and not as an arbitrator) of an independent leading conveyancing/planning counsel agreed upon by the Parties but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the Parties.

10.3 Any expert appointed pursuant to clause 10.2 shall:

10.3.1 on his appointment serve written notice thereof on the parties in dispute;

10.3.2 consider any written representations by or on behalf of those parties which are received by him within 20 (twenty) Working Days of such service and immediately forward a copy of the written representation of one party to the other party;

10.3.3 allow the parties to the dispute an opportunity of commenting in writing on the other party's representations within 20 (twenty) working days of receipt by the other party thereof;

10.3.4 have an unfettered discretion to determine the reference to him;

10.3.5 serve notice of his determination as soon as he has made it;

10.3.6 give full and clear reasons for his decision; and

10.3.7 be paid his proper fee and expenses in connection with such reference by the Parties in dispute in equal shares or in such shares as he may determine and his determination shall be final and binding on the parties in dispute (save in the case of manifest error) PROVIDED THAT if any such expert shall die, become insolvent or of unsound mind or if any of the parties in dispute shall serve on him written notice in their opinion he has unreasonably delayed making his determination he shall be ipso facto discharged and be entitled only to his reasonable expenses prior to such discharge and another person shall be appointed in his place as such expert.

10.4 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, and any other means of enforcing this Agreement and consequential and interim orders and relief.

11. OWNERSHIP

11.1 The Application Site Owners warrant that no person other than the Application Site Owners have any legal or equitable interest in the Application Site.

11.2 The Offsetting Site Owners warrant that no person other than the Offsetting Site Owners and Catesby Estates Limited have any legal or equitable interest in the Offsetting Site.

11.3 The Application Site Owners and the Offsetting Site Owners undertake to the Council to give the Council written notice of any change in the ownership (within 5 working days of a change of ownership) of any of their respective interests in the Application Site and/ or the Offsetting Site, subject to this clause not applying to the transfer of any individual dwellings to be constructed pursuant to the respective planning permissions, occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company

or usual address if not) together with the area of the Application Site and/or the Offsetting Site purchased by reference to a plan.

12. TRUSTEE LIABILITY

12.1 The liability of the First Offsetting Site Owners to the Council in their capacity as trustees of the Rachel Picco Trust No 1 in respect of any breach by the Offsetting Site Owners of this obligations under this Agreement is limited in amount to the realisable value of its part of the Offsetting Site and any other assets from time to time being vested in the Offsetting Site Owners as set out in Schedule 5.

12.2 Nothing contained in this Agreement entitles the Council to any right or remedy against:

12.2.1 the personal estate, property, effects or assets of any of the persons comprised in the Offsetting Site Owners or their respective personal representatives other than any legal and / or beneficial interest in the Offsetting Site; or

12.2.2 any assets for the time being vested in the Offsetting Site Owners other than that part of the Offsetting Site which is in their respective ownership from time to time.

12.3 Clauses 12.1 and 12.2 will not apply to any liability arising from any wilful or reckless breach of duty or trust by the Offsetting Site Owners.

12.4 The parties agree that clauses 13.1 and 13.2 do not and are not intended to exclude or limit any liability of the Offsetting Site Owners arising under this Agreement with respect to those parts of the Offsetting Site which are owned by the Offsetting Site Owners. Nothing in this Agreement otherwise limits (or excludes) the entitlement of the Council to any remedy or right against the Offsetting Site Owners in the event of a breach of the obligations and covenants set out in this Deed insofar as they bind the Offsetting Site.

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

EXECUTED as a DEED by ANTHONY PETER CHARLES DRISCOLL

[redacted] ..... Signature

In the presence of:

W [redacted] ..... Signature
I Chloe Carter ..... Print name
T 4 Manor Drive, Telscombe ..... Address 1
N Cliffs ..... Address 2
E Peacehaven ..... Address 3
S BN10 7EB ..... Post code
S Groom ..... Occupation

EXECUTED as a DEED by LISA JANE DRISCOLL

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

In the presence of:

W [redacted] ..... Signature
I Chloe Carter ..... Print name
T 4 Manor Drive, Telscombe ..... Address 1
N Cliffs ..... Address 2
E Peacehaven ..... Address 3
S BN10 7EB ..... Post code
S Groom ..... Occupation

Sealed with the COMMON SEAL of

COVENTRY BUILDING SOCIETY

..... Signature

Authorised Signatory

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 **CATESBY STRATEGIC LAND LIMITED**

acting by a director and its secretary / two directors

[redacted] ..... Signature of Director

MYRON OSBORNE ..... Full name (in block capitals)

[redacted] .....Signature of Director/~~Secretary~~

JONATHAN BARR ..... Full name (in block capitals)

EXECUTED as a **DEED** by **CLARE MARGERY GORDAN-PULLAR** (as a Trustee of the Rachel Picco Trust No 1)

[redacted] ..... Signature

In the presence of:

W [redacted] .... Signature
I Christen Rodgers ..... Print name
T 37 D Cohen Pl. ..... Address 1
N ..... Address 2
E Zetland Road, FL ..... Address 3
S 32798 ..... Post code
S Self-Employed ..... Occupation

EXECUTED as a **DEED** by **KATHERINE ANN DUNCAN** (as a Trustee of the Rachel Picco Trust No 1)

[redacted] ..... Signature

In the presence of:

W [redacted] Signature
I FIONA FLEMING ..... Print name
T 12 HAMILTON ROAD Address 1
N NORTH BERWICK ..... Address 2
E ..... Address 3
S EH39 4NA ..... Post code
S CIVIL SERVANT ..... Occupation

EXECUTED as a **DEED** by **LEE CLACKETT** (as a Trustee of the Rachel Picco Trust No 1)

[redacted] ..... Signature

In the presence of:

W [redacted] ..... Signature
I PHILIP BAZLEY ..... Print name
T 7 GEM PLACE ..... Address 1
N EASTERGATE, CHICHESTER ..... Address 2
E WEST SUSSEX ..... Address 3
S PO20 3BH ..... Post code
S ACCOUNTANT ..... Occupation

EXECUTED as a **DEED** by **RACHEL MARY DUNCAN**

[redacted] ..... Signature

In the presence of:

W [redacted] ..... Signature
I Chasten Rodgers ..... Print name
T 3717 Cohen Dr. ..... Address 1
N ..... Address 2
E Zellwood, FL ..... Address 3
S 32798 ..... Post code
S Self - Employed ..... Occupation

EXECUTED as a **DEED** by **KATHERINE ANN DUNCAN**

[redacted] ..... Signature

In the presence of:

W [redacted] ..... Signature
I NORMA FLEMING ..... Print name
T 12 HAMILTON ROAD ..... Address 1
N NORTH BERWICK ..... Address 2

E ..... Address 3
S EH39 4NA Post code
S CIVIL SERVANT Occupation

EXECUTED as a **DEED** by **CLARE MARGERY GORDON-PULLAR**

[redacted] Signature

In the presence of:

W [redacted] Signature
I Christina Rodgers Print name
T 3717 Cohen Dr. Address 1
N ..... Address 2
E Zellwood, FL Address 3
S 32798 Post code
S Self-employed Occupation

Executed as a Deed by)
BDW TRADING LIMITED)
acting by two of its authorised attorneys)
pursuant to a Power of Attorney)
dated 10TH APRIL 2025)
both in the presence of)

[redacted] Signature of attorney

[redacted] *Name of attorney*

[redacted] *Signature of attorney*

Name of attorney

Witness Signature [redacted]
Witness Name: Tim Courage
Witness Address: Compton House, Old Portsmouth Road
Guildford
GU3 1LR

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

18050 X6

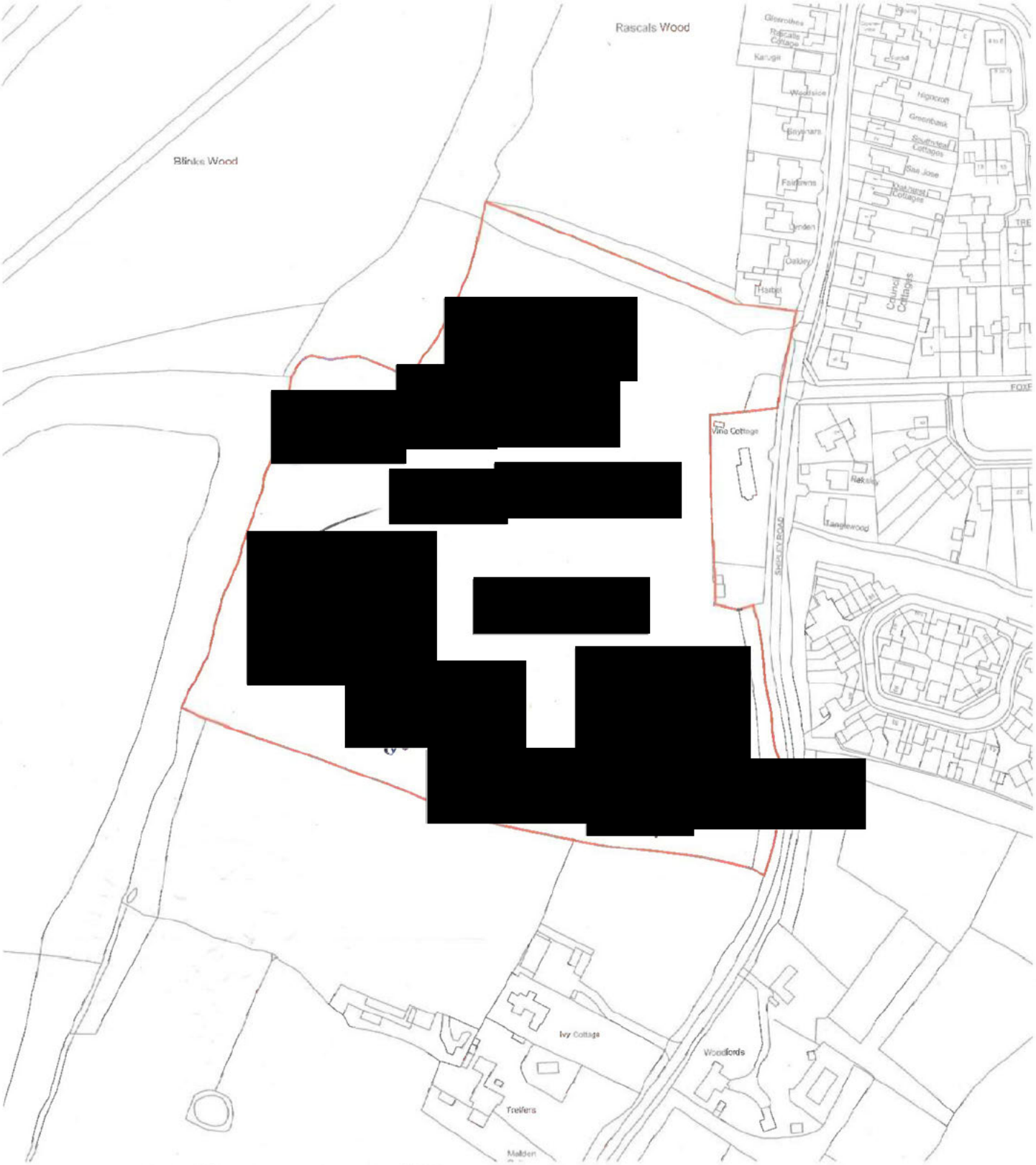
[redacted]

Authorised Officer

Schedule 1

The Application Site Plan

CB_08_353_000



Ordnance Survey, (c) Crown Copyright 2023. All rights reserved. Licence number 100022432

SITE BOUNDARY
14.855ac / 6.012ha

WHAT3WORDS:
///uproot.plotted.adventure

Scale @ A2:
0 10 20 30 40 50m
Scale 1:1250
NORTH

Key | Date | Drawn | Checked

Project
RASCALS FARM, SHIPLEY ROAD

SITE LOCATION PLAN

Client
Catesby Estates

Date: NOVEMBER 2023
Drawn by: BL Checked by: BB
Drg No: CB_08_253_000 Rev:

COOPERBAILLIE

Please note these drawings are not for construction but for concept design and planning applications purposes only.
Cooper Baillie Limited • Cranaugh House, 24 Guildford Road, Bagshot, Surrey GU19 5JN • Telephone 01276 453099 • www.cooperbaillie.co.uk

Schedule 2

Offsetting Site Plan

03b Application Boundary Plan



LEGEND

Site Boundary= (16.30 Ha / 40.55 ac)

Additional Land in ownere Control= (11.48 Ha / 28.35 ac)

Project

Land North of Drovers Lane Peterborough,

West Sussex

Drawing

03b – Application Boundary Plan

Scale	Drawn
1:1,500 @ A1	JSCP
Date	Checked
03/06/2021	–

Catesby Estates plc

part of Urban & Civic

Schedule 3

Water Neutrality Statement

RASCALS FARM, SOUTHWATER

Technical Note – Water Neutrality Statement for Development at Rascals Farm



HLEF 04191
7
June 2024
V7

rpsgroup.com

REPORT

Document status					
Version	**Purpose of document**	**Authored by**	**Reviewed by**	**Approved by**	**Review date**
1	Technical Note	[redacted]	[redacted]	[redacted]	06.10.2023
2	Client Comments	[redacted]	[redacted]	[redacted]	26.10.2023
3	Client Comments	[redacted]	[redacted]	[redacted]	06.11.2023
4a	Revised Unit Numbers	[redacted]	[redacted]	[redacted]	24.01.2024
5	Revised Unit Numbers and Housing Mix	[redacted]	[redacted]	[redacted]	26.06.2024
6	Revised Pulborough Housing Mix	[redacted]	[redacted]	[redacted]	28.06.2024
7	Minor Update	[redacted]	[redacted]	[redacted]	28.06.2024

The report has been prepared for the exclusive use and benefit of our client and solely for the purpose for which it is provided. Unless otherwise agreed in writing by RPS Group Plc, any of its subsidiaries, or a related entity (collectively 'RPS') no part of this report should be reproduced, distributed or communicated to any third party. RPS does not accept any liability if this report is used for an alternative purpose from which it is intended, nor to any third party in respect of this report. The report does not account for any changes relating to the subject matter of the report, or any legislative or regulatory changes that have occurred since the report was produced and that may affect the report.

The report has been prepared using the information provided to RPS by its client, or others on behalf of its client. To the fullest extent permitted by law, RPS shall not be liable for any loss or damage suffered by the client arising from fraud, misrepresentation, withholding of information material relevant to the report or required by RPS, or other default relating to such information, whether on the client's part or that of the other information sources, unless such fraud, misrepresentation, withholding or such other default is evident to RPS without further enquiry. It is expressly stated that no independent verification of any documents or information supplied by the client or others on behalf of the client has been made. The report shall be used for general information only.

Prepared by:

RPS Consulting Services Ltd

[redacted]
Assistant Consultant - Hydrology

90 Victoria Street
Bristol
BS1 6DP

T [redacted]

Prepared for:

Catesby Strategic Land Limited

[redacted]
Area Technical Director

Arena Business Centres,
First Floor,
The Square,
Basing View,
Basingstoke,
RG21 4EB

Contents

1 INTRODUCTION 1
1.1 Summary 1
1.2 Background 1
2 RASCALS FARM, SOUTHWATER – APPEAL DECISION 2
3 WATER NEUTRALITY ASSESSMENT 3
3.1 New Place Farm 3
3.2 Rascals Farm 4
4 CONCLUSION 5

Tables

Table 1- New Place Farm Housing Mix 3
Table 2- New Place Farm Population Estimate 3
Table 3 - Rascals Farm Housing Mix 4
Table 4 - Rascals Farm Population Estimation 4
Table 5 - Water surplus and consumption balance 5

1 INTRODUCTION

1.1 Summary

1.1.1 RPS Consulting Services Limited (RPSCS) has been appointed by Catesby Strategic Land Ltd to prepare a Water Neutrality Statement for Land at Rascals Farm, Southwater.

1.1.2 This Technical Note includes the following:

- A summary of the total existing water consumption at New Place Farm (nursery site) agreed by Horsham District Council in relation to the consented scheme at New Place Farm, Pulborough – Application Ref: DC/21/2321.
- A calculation of the post development water demand at Rascals Farm together with confirmation that this can be accommodated within the available credits whilst achieving a precautionary buffer for the New Place Farm and Rascals Farm Scheme.

1.2 Background

1.2.1 On 14th September 2021, Horsham District Council (HDC) received a Position Statement from Natural England. Information collected by Natural England showed that water abstraction for drinking water supplies is having a negative impact on the wildlife sites in the Arun Valley. They have advised that any new development that takes place must not add to this negative impact.

1.2.2 All development proposals that consume mains water are potentially impacted by the Natural England Position Statement apart from proposals for annex accommodation and swimming pools. All other development proposals that consume mains water are now required to demonstrate water neutrality.

1.2.3 Therefore, in cases such as this proposal HDC require the application to be accompanied by a water neutrality statement setting out the strategy for achieving water neutrality within the development.

1.2.4 The Habitats Regulations (2017) stipulate that by law, councils must prepare a Local Plan that clearly shows that proposed development will not have an adverse (or negative) effect on these important wildlife sites. This technical note aims to complement this plan which is freely available to view on the HDC website to help demonstrate the water neutrality of the proposed site.

1.2.5 Water neutrality, in the context of new development, is defined by Natural England as "total water use in the region after the development must be equal to or less than the total water-use in the region before the new development".

1.2.6 Water neutrality can be achieved in multiple ways:

- Water efficiency measures such as low flush toilets, rainwater harvesting, and greywater recycling are one way of ensuring water neutrality. This requirement would usually be set out in the planning policies within the Local Plan.
- Wastage reduction methods such as fixing leaks or retrofitting existing buildings with more water efficient technology. The overall solution for water offsetting will be set out in a wider 'mitigation strategy' jointly prepared by the developer and submitted to the Local Authorities affected by Water Neutrality which are HDC and Natural England in this instance.

1.2.7 In this case the intention is to demonstrate that the total existing water consumption of 26,183m^3 / year at New Place Farm can accommodate the scheme at New Place Farm and Rascals Farm with a precautionary buffer maintained.

2 RASCALS FARM, SOUTHWATER – APPEAL DECISION

2.1.1 In August 2021, development of 100 dwellings at Rascals Farm, after appeal, was approved by the Planning Inspectorate, subject to a schedule of conditions, appeal decision reference: APP/Z3825/W/20/3257700.

2.1.2 Planning condition 13 or the appeal decision requires that the water use at the development is restricted to a maximum of 110 litres per person per day.

2.1.3 Catesby Strategic Land Ltd will be limiting the water use for each dwelling to 95 litres per person per day. An appropriately worded condition to the reserved matters application will ensure that the water target of 95 litres per person per day is enforced. Therefore, this condition will be met.

2.1.4 Shortly after the issuing of this decision, Natural England advised the local authorities to adopt a policy of water neutrality.

3 WATER NEUTRALITY ASSESSMENT

3.1 New Place Farm

3.1.1 HDC have confirmed that the existing water consumption at New Place Farm, Pulborough is 26,183m³ per year.

3.1.2 In June 2024, the proposed development housing mix at New Place Farm changed. The development now consists of 170 dwellings with a mix of 1 to 5 bed units.

3.1.3 The housing mix at New Place Farm was supplied to RPS by Catesby Strategic Land Limited, and accounts for a total of 170 dwellings (Table 1).

New Place Farm - Pulborough

Indicative House Mix					
	1 Bed	2 Bed	3 Bed	4 Bed	5 Bed
Total	**12**	**21**	**51**	**72**	**14**

Table 1- New Place Farm Housing Mix

3.1.4 When using the occupancy rates provided in the Horsham 2011 census, the estimated population for the development is 430.47 people (Table 2).

New Place Farm - Pulborough

Estimated No. Occupants			
No. of Bed	**No. of Units**	**Occupancy Rate (as per Horsham 2011 census)**	**Total**
1	12	1.32	15.84
2	21	1.88	39.48
3	51	2.47	125.97
4	72	2.86	205.92
5	14	3.09	43.26
Total	**170**		**430.47**

Table 2- New Place Farm Population Estimate

3.1.5 With a water usage of 95 l/p/d (litres/person/day), this equates to an annual water usage of 14,926,547 litres or 14,927 m³/annum (at New Place Farm).

3.2 Rascals Farm

3.2.1 Whilst there is an existing water consumption at Rascals farm associated with the existing house/stable, this is via an unmetered connection and therefore for the purposes of this exercise it has been discounted.

3.2.2 In June 2024, the proposed planning layout changed at Rascals Farm, the proposed development now consists of 96 dwellings at Rascals Farm, Southwater.

3.2.3 The housing mix at Rascals Farm was supplied to RPS by Catesby Strategic Land Limited, and accounts for a total of 96 dwellings (**Table 3**).

Rascals Farm - Southwater

Indicative House Mix					
	1 Bed	2 Bed	3 Bed	4 Bed	5 Bed
Total	**9**	**31**	**35**	**19**	**2**

Table 3 - Rascals Farm Housing Mix

3.2.4 When using the occupancy rates provided in the Horsham 2011 census, the estimated population for the development is 217.13 people (**Table 4**).

Rascals Farm - Southwater

Estimated No. Occupants			
No. of Bed	**No. of Units**	**Occupancy Rate (as per Horsham 2011 census)**	**Total**
1	9	1.32	11.88
2	31	1.88	58.28
3	35	2.47	86.45
4	19	2.86	54.34
5	2	3.09	6.18
Total	**96**		**217.13**

Table 4 - Rascals Farm Population Estimation

3.2.5 With a water usage of 95 l/p/d (litres/person/day), this equates to an annual water usage of 7,528,983 litres or 7,529 m^3/annum (at Rascals Farm).

4 CONCLUSION

4.1.1 RPS Consulting Services Limited (RPSCS) has been appointed by Catesby Strategic Land Limited to prepare a Water Neutrality Statement for land at Rascals Farm, Southwater.

4.1.2 The existing water consumption at New Place Farm is 26,183m³/annum has been agreed as part of the consented scheme at New Place Farm, Pulborough.

4.1.3 A proposed water consumption of 14,927 m³/annum for the scheme at New Place Farm and 7,529 m³/annum for the scheme at Rascals Farm has been calculated.

4.1.4 A remaining surplus of 3,727 m³/annum has been calculated. Given the pre development total water use associated with the plant nursery of 26,183 m³/annum, the water consumption of both schemes delivers a precautionary buffer of 16.6%

Existing water use at New Place Farm	**26,183 m³/annum**
Water Consumption at New Place Farm	14,927 m³/annum
Water Surplus from New Place Farm (as agreed by Horsham District Council)	11,256 m³/annum
Water Consumption at Rascal Farm	7,529 m³/annum
Remaining Surplus	**3,727 m³/annum**

Table 5 - Water surplus and consumption balance

Schedule 4

The Application Site Owners' Covenants to the Council

With the intention of binding the Application Site, and for the purpose of allowing Development to be delivered and to remain Water Neutral in perpetuity, the Application Site Owners covenant with the Council as follows:

Monitoring Fee

1. To pay the Monitoring Fee to the Council on or prior to completion of this Agreement.
2. Not to Commence the Development unless and until the Monitoring Fee has been paid in full to the Council.

Water Neutrality

3. Not to Commence the Development or procure Commencement of Development unless and until:

   3.1 the Abstraction Licence has been revoked and written evidence has been provided to and approved by the Council (such approval not to be unreasonably withheld of delayed) confirming the revocation of the Abstraction Licence; and

   3.2 the Borehole has been decommissioned and written evidence has been provided to and approved by the Council (such approval not to be unreasonably withheld of delayed) confirming that the Borehole has been decommissioned.

4. By complying with the obligations set out at paragraph 3 above, it is agreed that:

   4.1. the Water Credits are applied to the Development so that it is delivered as Water Neutral.

   4.2. the Water Credits cannot be applied towards any other development within the SNWSZ whether or not the development falls within the Council's administrative area.

Schedule 5

The Offsetting Site Owners covenants to the Council

The Offsetting Site Owners covenant with the Council so as to bind their interest in the Offsetting Site and for the purposes of ensuring that the Development can be delivered as Water Neutral as follows:

1. To implement the Offsetting Measures at the Offsetting Site prior to implementing the New Place Farm Planning Permission.
2. To cease the operation and use of the Offsetting Site as a Nursery prior to or upon the Occupation Date of the Development and to not continue the use or operation of the Offsetting Site as a Nursery after the Development is Occupied.
3. To ensure that no further Water Extraction Boreholes are sunk on the Offsetting Site from the date of this Agreement.
4. Not to apply the Water Credits towards any other development within the SNWSZ whether or not the development falls within the Council's administrative area.
5. To allow the Council to enter the Offsetting Site for the purpose of inspecting the Offsetting Measures and ensuring that the measures are retained as required provided that the Council gives not less than 1 Working Days' notice in writing of its intention to inspect the Offsetting Measures.