(1) **CHICHESTER DIOCESAN FUNDS AND BOARD OF FINANCE**

(2) **SUSSEX DESIGN AND DEVELOPMENT LIMITED**

(3) **EARLSWOOD HOMES HOLDINGS LIMITED**

(4) **OLIVER BENBOW MARTIN**

(5) **ANTHONY MARTIN AND LYNDA JANE MARTIN**

(6) **LAURA NATALIE HAYTER**

(7) **HORSHAM DISTRICT COUNCIL**

AGREEMENT

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

Land at Ryecroft Lane, Storrington, West Sussex, RH20 4PA

and

Land at Lancasters Farm, Littleworth Lane, Partridge Green, Horsham
Land at the South-East Side of Littleworth Lane, Partridge Green, Horsham
Land at Denmans Farm, West Grinstead, Horsham

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

Legal ref: CB/12081
Planning ref: DC/24/0069
Planning appeal ref: APP/Z3825/W/24/3355346

THIS AGREEMENT is made as a deed and dated 25th March 2025

Between:

(1) **CHICHESTER DIOCESAN FUNDS AND BOARD OF FINANCE** of Diocesan Church House, 211 New Church Road, Hove BN3 4ED (**"the Owner"**);

(2) **SUSSEX DESIGN AND DEVELOPMENT LIMITED** (Company Regn No.09914470) whose registered office is at 303 Goring Road, Worthing, West Sussex BN12 4NX c/o Moore Blatch, Gateway House, Tollgate, Chandlers Ford, Eastleigh, Hampshire SO53 3TG (**"the Developer"**);

(3) **EARLSWOOD HOMES HOLDINGS LIMITED** (Company Regn No. 08130321) whose registered office is at 5 Roebuck House, Reigate, Surrey RH2 7ER (**"the Appellant"**);

(4) **OLIVER BENBOW MARTIN** of Danefold Lodge, Littleworth Lane, Partridge Green, Horsham RH13 8NA (**"Offsetting Site Owner 1"**);

(5) **ANTHONY MARTIN** of Danefold House, Littleworth Lane, Partridge Green, Horsham RH13 8NA (**"Offsetting Site Owner 2"**);

(6) **LYNDA JANE MARTIN** of Danefold House, Littleworth Lane, Partridge Green Horsham RH13 8NA (**"Offsetting Site Owner 3"**);

(7) **LAURA NATALIE HAYTER** of Hogwood Farm House, The Forestry Road, Plaistow, Billingshurst RH14 0PA (**"the Offsetting Site Owner 4"**);

(8) **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 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.

1.2 The Owner is the sole registered proprietor with Title Absolute of the part of the Application Site registered at HM Land Registry under title number WSX321521.

1.3 The Council and Storrington Parish Council are joint registered proprietors with Title Absolute of the part of the Application Site registered at HM Land Registry under title number WSX232066.

1.4 The Council is the sole registered proprietor with Title Absolute of the part of the Application Site registered at HM Land Registry under title numbers WSX293999, WSX200677 and WSX214652.

1.5 The Developer has the benefit of a Restriction on title number WSX321521 recorded in paragraph 3 of the Proprietorship Register and at paragraphs 1 and 2 of the Charges Register comprising a Unilateral Notice in respect of an Option Agreement dated 22 March 2019 made between the Owner, Sussex Design and Development – Bellacre, Storrington Ltd and The Parochial Church Council of St Mary, Storrington, and the Developer enters into this Agreement by virtue of this legal interest in the Application Site.

1.6 The Application Site is subject to an option dated 26 October 2021 in favour of the Appellant and the Appellant hereby enters into this agreement by virtue of their equitable interest.

1.7 The Offsetting Site Owners 1, 2, 3 and 4 (together the **"Offsetting Site Owners"**) are the registered proprietors with Title Absolute of:

- Lancasters Farm, Littleworth Lane, Partridge Green, Horsham, registered at HM Land Registry under title number WSX404209; and

- land on the south-east side of Littleworth Lane, Partridge Green, Horsham, registered at HM Land Registry under title number WSX422849; and
- Denmans Farm, West Grinstead, registered at HM Land Registry under title number WSX227601.

1.8 The Developer and the Appellant submitted the Application to the Council which was received on 12 January 2024 and validated on 6 February 2024.

1.9 The Council refused to grant the Application on 5 June 2024 and the Appeal has been submitted to the Secretary of State, which will be determined by a Planning Inspector.

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

1.11 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.

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

1.13 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 the Owner, the Developer, the Appellant and Offsetting Site Owners have entered into this Agreement in order to secure the required mitigation and Offsetting Measures in order to bind the Application Site and the Offsetting Sites.

1.14 The Owner, the Developer, the Appellant and the Offsetting Site Owners 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.

1.15 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:

"Act"	the Town and Country Planning Act 1990 (as amended).
"Appeal"	the planning appeal made by the Appellant to the Secretary of State against the Council's refusal to grant planning permission pursuant to the Application to be determined by a Planning Inspector and assigned reference APP/Z3825/W/24/3355346.
"Appeal Decision"	the decision by the Secretary of State or the Planning Inspector appointed by the Secretary of State to determine the Appeal.
"Application"	the planning application with reference number DC/24/0069 described as: "Erection of 20No. dwellings (houses and apartments) with parking, landscaping and associated works with access via North Street/ Library Car Park".
"Application Site"	all that land comprising at Ryecroft Lane, Storrington that is shown for identification purposes edged red on the Application Site Plan and to which the Application and the Appeal relates.
"Application Site Plan"	the plan of the Application Site entitled "Location Plan, Block Plan & Proposed Site Plan" Job No. 6914 Drawing number PL01 dated 30.01.23 Rev. I at Schedule 1 of this Agreement.
"Commencement of Development"	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"	the date on which the Commencement of Development occurs.
"Commencement Notice"	the written notice confirming the Commencement Date referred to in clause 7.1.1 and served in accordance with Clause 7.3.
"Development	the development of the Application Site pursuant to Planning Permission granted pursuant to the Appeal.
"Double Counting"	the practice of using the same Water Credit Unit to achieve Water Neutrality at more than one development at any one time.
"Head of Development and Building Control"	the Head of Development and Building Control at the Council or any successor or such other officer as may be designated by the Council for the purposes of discharging their duties and functions from time to time.

"Monitoring Fee"	the fee of **£800 (eight hundred pounds)** for monitoring obligations in the Agreement payable to the Council within 20 days of the grant of Planning Permission.
"Occupation"	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"	the date on which the Development is first Occupied.
"Occupation Notice"	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"	the detailed water saving measures that are to be implemented on the Offsetting Sites to make the Development Water Neutral set out in the Water Neutrality Statement, which are to include: • Moving from mains water to a rainwater harvesting system on existing barns and cattle sheds with a total roof area of 1,193m^3 provision of 5 storage and collection ponds with a total storage volume of 5,948 m^3 and associated pumps, filters and pipes; together providing the capacity to reduce mains demand at Danefold Farm by 4,514 m^3 annually or 12,367 litres per day; • installation of a new 20m^3 storage tank to replace an existing defunct tank; • installation of new and upgraded guttering to existing barns and cattle sheds, • replacement of an existing above ground trough supply system with a network of buried pipes; • Installation of solar powered pumps to transfer water to the main storage pond and supply the trough network; • sensitive dredging of ponds.
"Offsetting Sites"	all that land falling within the Council's administrative area comprising: 1. Lancasters Farm, Littleworth Lane, Partridge Green, Horsham shown hatched in blue and labelled WSX404209 on Plan 2 of the Offsetting Sites Plans; 2. Land on the south-east side of Littleworth Lane, Partridge Green, Horsham shown hatched in blue and labelled WSX422849 on Plan 2 of the Offsetting Sites Plans; 3. Denmans Farm, West Grinstead, which forms that part of the Offsetting Site shown hatched in green and labelled WSX227601 on Plan 2 of the Offsetting Sites Plans; at which the Offsetting Measures are to be implemented, maintained and managed for the lifetime of the Development.
"Offsetting Sites Plan"	the plan of the Offsetting Sites, "Plan 2" produced by Land App and dated Jun 25, 2024 (on which HMLR title numbers are superimposed) at Schedule 1 of this Agreement.
"On-Site Water Reduction Measures"	the measures set out in paragraph 5. – "On-Site Water Reduction Measures" of the Water Neutrality Statement, which are to minimise the demand on mains water supplying the Development and thereby, the amount of water to be offset.
"Planning Permission"	planning permission which may be granted by the Planning Inspector or the Secretary of State pursuant to the Appeal.

"Planning Inspector"	the Planning Inspector appointed by the Secretary of State to determine the Appeal.
"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.
"Sale or Transfer"	the sale or transfer of a Water Credit Unit and **"Sold"** or **"Transferred"** shall be construed accordingly.
"Secretary of State"	the Secretary of State for Housing, Communities and Local Government (or such successor Secretary of State or minister of state who shall assume the same decision-making powers from time to time).
"Section 73 Consent"	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 may be granted and/ or subsequent planning permission is granted pursuant to section 73 of the Act.
"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 Credit Unit"	1 (one) litre of water per day saved as a result of the implementation of the Offsetting Measures at the Offsetting Sites which may be Sold or Transferred to the Owner to offset water consumption from the Development or to a third party in respect of development within the SNWSZ to ensure that it is Water Neutral.
"Water Credit Scheme"	the scheme which is to be operated by or on behalf of the Offsetting Site Owners to reduce mains water consumption at the Offsetting Sites by 12,367 (twelve thousand three hundred and sixty-seven) Water Credit Units as a result of the implementation, management and retention of Offsetting Measures so that the resulting Water Credit Units may be sold to the Owner or to a third party to render development within the SNWSZ Water Neutral.
"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 that it accords with the Position Statement and **"Water Neutrality"** shall be construed accordingly.
"Water Neutrality Statement"	the statement prepared by Motion of 84 North Street, Guildford dated 29 January 2024 on behalf of the Appellant 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 4 of this Agreement.
"Water Stressed Areas Classification"	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"	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 Schedule 2, Schedule 5 (except for paragraph 1) and Schedule 6 shall only take effect upon the Commencement of Development, unless explicitly stated otherwise.

5.2 This Deed shall cease to have effect if in determining the Appeal, the Secretary of State or the Inspector expressly states in its Appeal Decision that this Deed does not comply with Regulation 122 of the 2010 Regulations.

5.3 If in determining the Appeal, the Secretary of State or the Inspector expressly states in its Appeal Decision that any individual planning obligation within this Deed does not comply with Regulation 122 of the 2010 Regulations or is immaterial to the grant of Planning Permission and that no weight should be given to it in reaching its decision then that/those obligations(s) will cease to have effect and shall be void for the purposes of this Deed provided that the remaining clauses and obligations shall remain in full force and effect.

6. COVENANTS

6.1 Subject to clauses 5.1 – 5.3 (inclusive):

6.1.1 The Owner and the Appellant covenant with the Council to comply fully with and to perform the obligations contained herein and in Schedules 2 and 5 of this Agreement in accordance with the requirements and timescales set out.

6.1.2 The Owner and the Appellant 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 Owner and the Appellant further covenant with the Council not to Commence Development unless and until all parties with a legal or equitable interest in the Site have been joined as parties to the Section 106 Agreement in the form (or substantially in the form) of the Confirmatory Deed annexed at the Appendix to this Agreement.

6.1.4 The Offsetting Site Owners covenant with the Council to comply fully with and to perform the obligations contained herein and in Schedule 6 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 Sites or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out.

7. NOTICES

7.1 The Owner covenants with the Council as follows:

7.1.1 to give the Commencement Notice to the Council not less than 10 (ten) Working Days before the anticipated Commencement Date; and

7.1.2 to give the Occupation Notice to the Council not less than 10 (ten) Working Days before the anticipated Occupation Date.

7.2 The Parties to this Agreement agree that if the Owner fails 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 Owner 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 Development and Building Control 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 Appellant has undertaken to pay on or before the date hereof the Council's reasonable legal costs incurred in preparing and entering into this Agreement.

9. MORTGAGEE'S/ MORTGAGEES' CONSENT/ LIABILITY

9.1 Any current mortgagee or future mortgagee shall not be liable for any breach of the obligations in this Agreement unless committed or continuing at a time when it is in possession of all or any part of the Application Site in which case it will be bound by the obligations in this Agreement as if it were a person deriving title from the Owner.

9.2 Any current mortgagee or future mortgagee shall not be liable for any breach of the obligations in this Agreement unless committed or continuing at a time when it is in possession of all or any part of the Offsetting Sites in which case it will be bound by the obligations in this Agreement as if it were a person deriving title from the Offsetting Site Owners.

10. GENERAL

The Parties undertake that:

10.1 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.

10.2 this Agreement constitutes a deed.

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

10.4 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.

10.5 It is hereby agreed by the Owner, the Developer, the Appellant 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 Owner and/ or the Developer and/or the Appellant and/ or 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.

10.6 The Owner, the Developer, the Appellant and the Offsetting Site Owners hereby undertake that:

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

10.6.2 they have not relied on any express or implied statement warranty representation or undertaking given by or on behalf of the Council; and

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

10.7 The Owner, the Developer, the Appellant and the Offsetting Site Owners acknowledge that this Agreement will be registered as a local land charge.

10.8 The Owner, the Developer and the Appellant hereby give consent for the Application Site Plan to be reproduced by the Council.

10.9 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.

10.10 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.

10.11 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:

10.11.1 expires; or

10.11.2 is varied or revoked (other than at the request of the Owner); or

10.11.3 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.

10.12 The Owner (or any person deriving title to Application Site from the Owner) shall not be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after the Owner has parted with its 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.

10.13 The Offsetting Site Owners (or any person deriving title to the Offsetting Sites 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 Sites or such part of the Offsetting Sites to which such breach relates save in respect of liability for antecedent breach of this Agreement.

10.14 The Offsetting Site Owners shall not be liable for a breach of the covenants, restrictions or obligations in this Agreement relating to the Application Site unless they acquire an interest in the Application Site or any part of it.

10.15 Except for the planning obligations contained in this deed specifically regulating the use of land or buildings after construction pursuant to the provisions of this deed or the Planning Permission or the planning obligations that relate to the Offsetting Sites, no obligations contained in this deed shall be binding on any freehold or leasehold owners or occupiers of individual dwellings constructed pursuant to the Planning Permission (or their respective mortgagees) or land held by any of the statutory utilities for their operational purposes.

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

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

10.18 Any covenant by the Owner, the Developer, the Appellant or the 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.

10.19 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.

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

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

10.20.2 the definitions of Appeal, 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.

10.20.3 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:

10.20.4 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

10.20.5 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.

11. DISPUTE RESOLUTION

11.1 Should a dispute or difference arise between the Owner and/ or the Developer and/or the Appellant and/ or the Offsetting Site Owners and the Council concerning anything herein then the provisions of this clause 11 shall apply.

11.2 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.

11.3 Any expert appointed pursuant to clause 11.2 shall:

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

11.3.2 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;

11.3.3 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;

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

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

11.3.6 give full and clear reasons for his decision; and

11.3.7 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.

11.4 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.

12. OWNERSHIP

12.1 The Owner warrants that no person other than the Owner the Developer and the Appellant have any legal or equitable interest in the Application Site other than as set out in this Agreement.

12.2 The Offsetting Site Owners warrant that no person other than the Offsetting Site Owners has any legal or equitable interest in the Offsetting Sites.

12.3 The Owner and the Offsetting Site Owners undertake to the Council to give the Council written notice within 10 Working Days of any change in the ownership of any of their respective interests in the Application Site and/ or the Offsetting Sites 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 Sites purchased by reference to a plan.

13. ACKNOWLEDGEMENT

13.1 In the event that an alternative water supply, that does not have a negative impact on the wildlife sites in the Arun Valley, entirely replaces the supply to the Development, or that the Water Neutrality Strategy is no longer required to be delivered on the Offsetting Site to achieve Water Neutrality in respect of the Development, consideration will be given by the Council to variation or discharge of this deed upon receipt of an appropriate application.

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

SEALED WITH THE COMMON SEAL of
THE CHICHESTER DIOCESAN FUNDS
AND BOARD OF FINANCE
in the presence of

[redacted] .... Signature (Authorised Officer)

991

EXECUTED as a DEED by
SUSSEX DESIGN AND DEVELOPMENT LIMITED
Acting by a director

[redacted] .... Signature (Director)

In the presence of:

W [redacted] ..... Signature
I [redacted] ..... Print name
T 12 Kings Barn End ..... Address 1
N Kings Stone Avenue ..... Address 2
E Steyning, W Susser ..... Address 3
S BN44 3FL ..... Post code
S Land Manager ..... Occupation

EXECUTED as a DEED by
EARLSWOOD HOMES HOLIDINGS LIMITED
Acting by a director

[redacted] .... Signature (Director)

In the presence of:

W [redacted] ..... Signature
I [redacted] ..... Print name
T 64 RIVER WAY ..... Address 1
N BROOM ..... Address 2
E SURREY ..... Address 3
S KT19 0HH ..... Post code
S LAND BUYER ..... Occupation

SIGNED a
OLIVER E

[redacted]

..... Signature

In the presence of:

W [redacted] ..... Signature

I ..... Print name

T ..... Anthony Cooke Address 1

N ..... 192 St Leonards Road Address 2

E ..... Horsham Address 3

S ..... RH13 6AU Post code

S ..... Occupation

SIGNED as a DEED by
ANTHONY MARTIN

[redacted]

..... Signature

In the presence of:

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

I ..... Print name

T ..... Anthony Cooke Address 1

N ..... 192 St Leonards Road Address 2

E ..... Horsham Address 3

S ..... RH13 6AU Post code

S ..... Occupation

SIGNED as a DEED by
LYNDA JANE MARTIN

[redacted] ..... Signature

In the presence of:

[redacted] ..... Signature

I ..... Print name

T ..... Address 1

N ..... Anthony Cooke ..... Address 2

E ..... 192 St Leonards Road ..... Address 3

S ..... Horsham ..... Post code

S ..... RH13 6AU ..... Occupation

SIGNED as a DEED by
LAURA NATALIE HAYTER

[redacted] ..... Signature

In the presence of:

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

I ..... Print name

T ..... Anthony Cooke ..... Address 1

N ..... 192 St Leonards Road ..... Address 2

E ..... Horsham ..... Address 3

S ..... RH13 6AU ..... Post code

S ..... Occupation

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

[redacted]

Authorised Officer

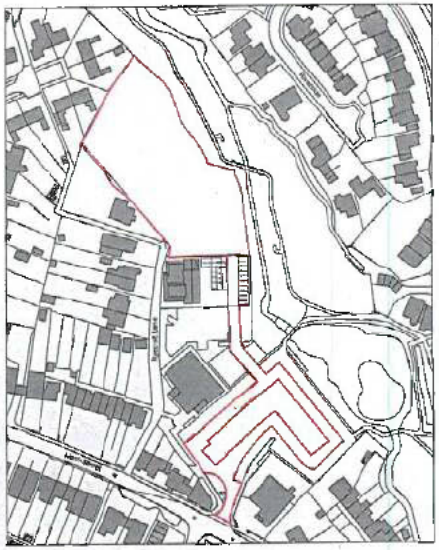
18017*7



SCHEDULE 1

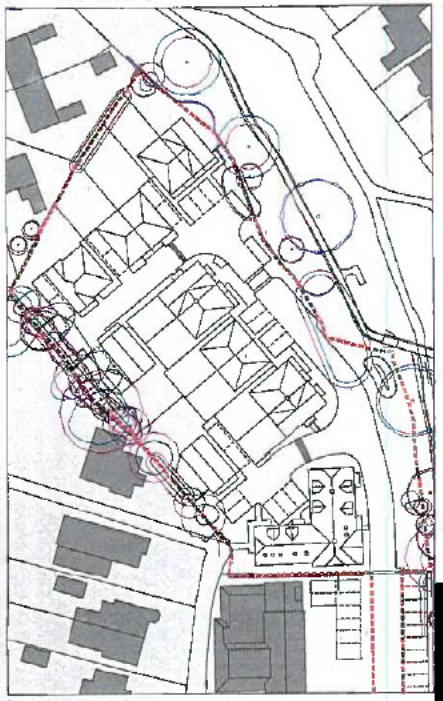
Plans

1. Application Site Plan – "Location Plan, Block Plan & Proposed Site Plan" Job No. 6914 Drawing number PL01 dated 30.01.23 Rev. I
2. Offsetting Site Plan: "Plan 2" produced by Land App and dated Jun 25, 2024



01 LOCATION PLAN

1:1250 @ A1 / 1:2500 @ A3



02 BLOCK PLAN

1:500 @ A1 / 1:1000 @ A3



PROPOSED SITE PLAN

1:200 @ A1 / 1:400 @ A3

[redacted]

CDM 2015 Health & Safety Information

This information relates only to significant hazards identified in the drawing and is to be read in conjunction with the Client's general Health and Safety Plan required.

Accommodation Schedule

1no.	3B5P Type A	97m²	(1045ft²)
2no.	2B4P Type B	79m²	(850ft²)
4no.	2B4P Type C	70m²	(753ft²)
2no.	3B5P Type D	94m²	(1012ft²)
2no.	3B5P Type E	95m²	(1023ft²)
1no.	2B4P Type F	100m²	(1076ft²)
1no.	2B4P Type G	102m²	(1098ft²)

1no.	1B2P	50m² (538ft²)
1no.	1B2P	51m² (549ft²)
2no.	2B4P	70m² (753ft²)
2no.	2B4P	72m² (775ft²)
1no.	2B4P	74m² (797ft²)

Total: 1,126m² (12,123ft²) 20 dwellings

(20% affordable housing units)

Car Parking: 1no. spaces per 1B2P/2B4P
2no. spaces per 3 bed houses
1no. space per 4B5P+ no.
1no. Visitor spaces

Cycle Parking: 2 spaces per dwelling with a garden store
1 spaces per apartment with a store

Refuse Storage: Within rear gardens to be brought to property.
Refuse or recycling point for individual flats only
to be provided close to each block

Key

- Site Boundary
- Visitor Parking
- bcp Bin Collection Point
- Primary Route (Tarmac)
- Shared Surface (Block Paving)
- Proposed Tree Location
- Proposed Hedgerow
- Roof projection Area
- Existing Tree Canopy

[redacted]

Rev	Date	Revision Details	Dr	Ch
J	27.03.24	Amended to Highways Comments	JW	PJ
H	28.01.24	Red Line Amended To Validation Comments	JW	PJ
G	19.01.24	Amended to Clients Comments	JW	PJ
F	15.12.23	Roof Plan Updated to Clients Comments	JW	PJ
E	13.12.23	Note Removed	NA	PJ
D	11.12.23	Amended to Clients Comments	dP	PJ
C	01.12.23	Amended to Clients Comments	JW	PJ
B	23.11.23	Amended to Clients Comments	JW	PA
A	08.11.23	Amended to Issue Type Changes	JW	PA

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Client's Name
Earlswood Homes and
Sussex Design & Development

Job Title
Ryecroft Lane,
Storrington

Drawing Title
Location Plan, Block Plan &
Proposed Site Plan

Scale
SCALE VARIES

Drawn	Checked	Date
JW	PJ	30.10.23

Job No.	Drawing No.	Rev.
6814	PL01	I

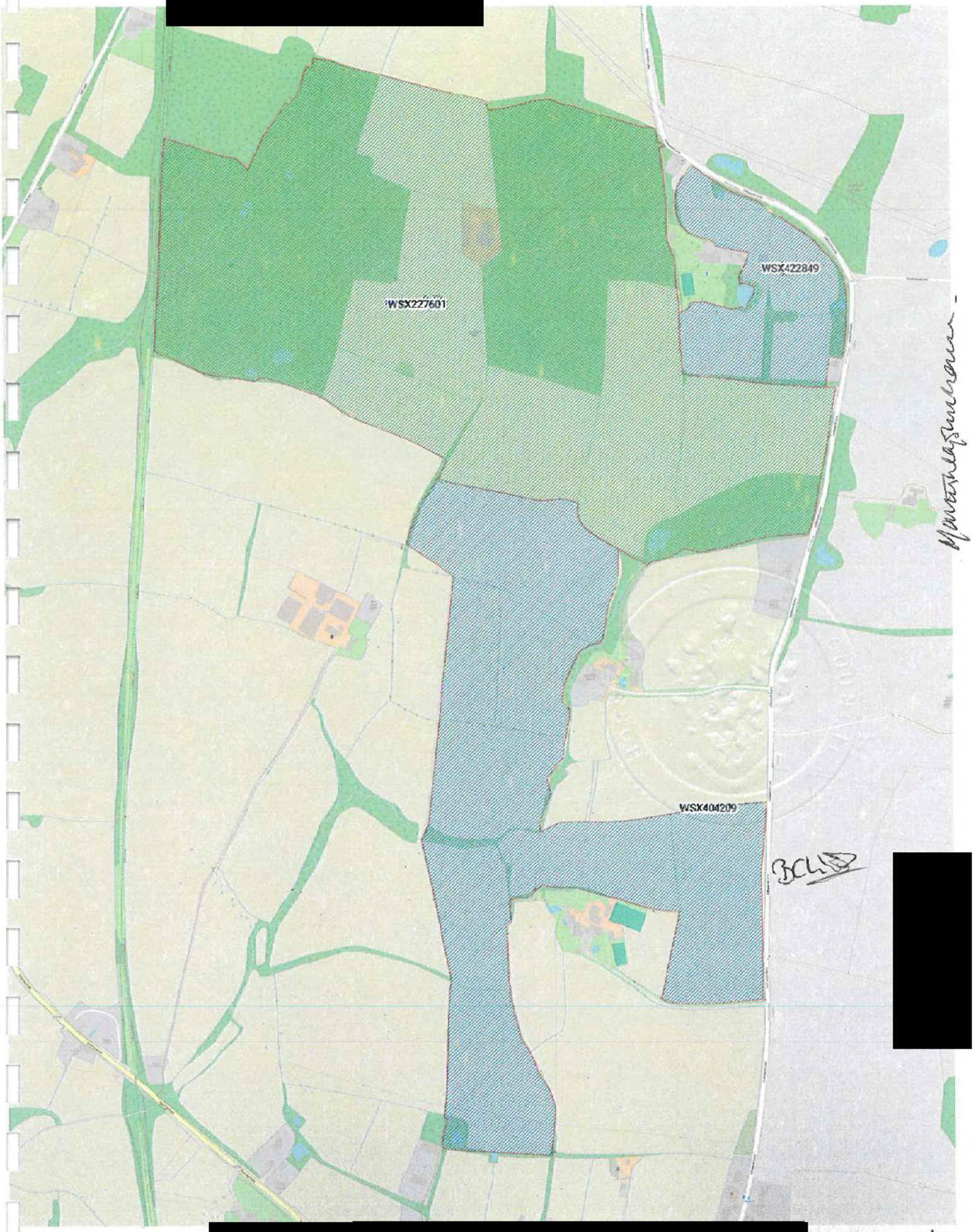
Status
APPROVAL

ECE Architecture Limited has produced this drawing for the purposes of Planning Application. This drawing may not be used for any other purpose without our written consent and is to be read in conjunction with all relevant specifications and drawings.

PLAN 2

[redacted]

Land App



[redacted]

[redacted]

Produced on Jun 25, 2024.
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100 m
Scale 1:2500 (at A1)

N

SCHEDULE 2

Affordable Housing

The Owner and the Appellant hereby covenant with the Council as follows:

1. DEFINITIONS

It is hereby agreed between the Parties set out in this Agreement that the following expressions have the following meanings:

"Affordable Housing"	affordable housing comprising Rented Units and/ or Shared Ownership Units (or such other forms of intermediate tenure as defined in the National Planning Policy Framework) provided to meet the needs of eligible households which are not met by the market, including availability at sufficiently low cost determined with regard to local incomes and local house prices and provision for the home to remain at an affordable price for future eligible households or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision.
"Affordable Housing Land"	those parts of the Application Site on which the Affordable Housing Units shall be constructed together with the associated curtilage of each such building and amenity space where relevant and provided in accordance with the obligations set out in this Agreement.
"Affordable Housing Scheme"	a scheme for the provision of the Affordable Housing Units to be provided by the Owners which shall (as a minimum) provide: a) the type and size of Housing Units to be provided as the Affordable Housing Units; AND b) a plan showing the location of the Affordable Housing Land and the Affordable Housing Units, appropriately distributed throughout the Development so that, where practical, it is not segregated from the Open Market Units, to ensure inclusive and mixed communities AND c) identifying which (if any) of the Affordable Housing Units shall be fully wheelchair accessible, their type, size and location within the Development; AND d) such other matters as the Council may require (acting reasonably).
"Affordable Housing Provider"	either one or a combination of: a) a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 (including its successors and assigns from time to time) as nominated by the Council from the Council's approved list (as may be amended from time to time) OR another registered provider of social housing as may be proposed by the Head of Housing and Communities and approved by the Council; OR b) an unregistered provider of affordable housing approved by the Council, or such other body or organisation approved by the Council whose main object is the provision of Affordable Housing;
"Affordable Housing Tenure Mix"	a tenure mix of **5 (five)** Rented Units and **2 (two)** Shared Ownership Units or such other mix of Affordable Housing Units as shall be approved in writing by the Council (such approval not to be unreasonably withheld or delayed).

"Affordable Housing Units"	**7 (seven)** of the Housing Units of which: a) **5 (five)** shall be provided as Rented Units comprising: **2 (two)** 1-bedroom flats AND **3 (three)** 2-bedroom flats; AND b) **2 (two)** shall be provided as Shared Ownership Units comprising: **2 (two)** 2-bedroom flats. which are to be transferred to an Affordable Housing Provider as housing for persons in Housing Need in accordance with the provisions of this Agreement unless an alternative tenure mix is required to fulfil the requirements of paragraph 2 of this Schedule 2.
"Affordable Rent"	chargeable rent that is subject to the HE's Rent Standard (April 2020) as expanded on by the Rent Standard and Guidance (1 April 2013 – 31 March 2024) and any such document and/or associated guidance may be amended updated or replaced from time to time and is required to be offered to eligible householders in Housing Need at an open market rental level which does not exceed 80% of gross local market rent (inclusive of service charges) for an equivalent property of that size and location or the applicable Local Housing Allowance rate for the Council (whichever is the lower) calculated using the Royal Institute of Chartered Surveyors approved valuation methods.
"Affordable Rented Units"	rented housing let by the Affordable Housing Provider to eligible households at Affordable Rent and **"Affordable Rented Unit"** shall be construed as meaning any one of them.
"Deed of Nomination Rights"	the Council's nomination agreement in the form (or substantially in the form) attached at Schedule 3 to be entered into between the Council and the Affordable Housing Provider to provide the Council with nomination rights in respect of the Affordable Rented Units for the life of the Development.
"Disposal"	a disposal of the Affordable Housing Units to an Affordable Housing Provider whether by transfer of the freehold or the grant of a long lease for a term of at least 125 years and **"Dispose"** shall be construed accordingly.
"First Occupation"	the date on which each Housing Unit is Occupied for the first time.
"Head of Housing and Communities"	the Council's Head of Housing and Communities or such other officer as may be lawfully designated by the Council for the purposes of discharging his duties and functions.
"Homes England"	the executive non-departmental public body known as Homes England (or any successor body to its functions within the meaning of Part I of the Housing and Regeneration Act 2008 that funds new affordable homes and regulates registered providers of social housing in England);
"Housing Register and Nominations Policy"	the Council's published scheme of allocations presently contained in its "Housing Register and Nominations Policy (April 2023)" or any amendment, update, variation, or subsequent replacement thereof.
"Housing Need"	a) in relation to the Rented Units the requirement by a person for social housing allocation in accordance with the Housing Register and Nominations Policy; and b) in relation to the Shared Ownership Units the requirement for a person's income to be insufficient to enable them rent or buy housing available locally on the open market determined with regard to local incomes and local house prices;

"Housing Unit"	a unit for residential Occupation to be constructed as part of the Development.
"Local Housing Allowance"	the flat rate rental allowance providing financial assistance towards the housing costs of low-income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Work and Pensions or such similar framework that may replace it.
"Neighbouring Councils"	councils who share the same housing market within the Council's Strategic Housing Market Assessment;
"Open Market Units"	all those Housing Units to be constructed on the Application Site which are not Affordable Housing Units.
"Practical Completion"	in relation to a Housing Unit, complete save for minor snagging items such that it is reasonably fit for occupation or use with all utilities/ services connected and in full operation and accessible by both vehicles and pedestrians, and the words and **"Practically Complete"** shall be construed accordingly.
"Rented Units"	Housing Units to be made available by an Affordable Housing Provider as low cost rented accommodation (as defined by s.69 Housing and Regeneration Act 2008), which includes (but is not limited to) Affordable Rented Units and Social Rented Units.
"Right to Acquire"	the right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1996 (as amended) and Housing (Right to Acquire) Regulations 1997.
"Right to Buy"	the right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1985 (as amended)
"Shared Ownership Lease"	a lease which accords with HE's model form of lease issued from time to time.
"Shared Ownership Unit"	the Affordable Housing Units to made available by an Affordable Housing Provider whereby a person granted a Shared Ownership Lease can purchase an initial equity share in a Shared Ownership Unit of not less than 10% and not more than 75% and pay rent on the unsold equity with flexibility for such a person to purchase further equity shares in the Shared Ownership Unit up to 100% or such other equity sharing or retention terms from time to time approved by the Council.
"Social Rent"	rent set in accordance with the Regulator for Social Housing's Tenancy Standard (April 2012) as may be amended updated or replaced from time to time at a rent not higher than the national rent regime amount.
"Social Rented Units"	Affordable Housing Units that will be let to persons in housing need at a Social Rent and **"Social Rented Unit"** shall be construed as meaning any one of them.

1. GENERAL PROVISIONS

1.1 Prior to Commencement of Development to submit to the Council for its approval the Affordable Housing Scheme and not to Commence Development unless and until the Council has approved the Affordable Housing Scheme in writing.

1.2 Subject to paragraph 4.1 of this Schedule (and the sub-paragraphs thereof), to construct, Practically Complete and deliver the Affordable Housing Units on the Affordable Housing Land in accordance with the Affordable Housing Scheme and the

other provisions of this Schedule subject to any amendments agreed in writing by the Council from time to time.

1.3 Not to Occupy or use the Affordable Housing Units for any other purpose other than as Affordable Housing in accordance with the Affordable Housing Scheme and the other provisions of this Schedule.

1.4 The Owners and the Appellant further covenant that:

1.4.1 the Rented Units shall not be Occupied other than by persons who are in Housing Need on Affordable Rent or Social Rent terms or any other form of low cost rented accommodation (as defined by s.69 of the Housing and Regeneration Act 2008, by way of an assured tenancy complying with the guidance given by HE;

1.4.2 the Shared Ownership Units shall not be Occupied other than by persons who are in Housing Need.

2. PRACTICAL COMPLETION AND TRANSFER OF AFFORDABLE HOUSING UNITS

2.1 Prior to Occupation of **3 (three)** (25%) of the Open Market Units, to make reasonable endeavours to enter into a binding contract for:

2.1.1 the disposal of the Affordable Housing Land to an Affordable Housing Provider together with a contract requiring the construction of the Affordable Housing Units in accordance with the Planning Permission and the Affordable Housing Scheme; **OR**

2.1.2 the transfer to an Affordable Housing Provider of the Affordable Housing Units, fully serviced and in clean condition and the Affordable Housing Land.

2.2 In the event of a transfer taking place pursuant to paragraph 2.1.2, prior to Occupation of **6 (six)** (50%) of the Open Market Units to:

2.2.1 construct and Practically Complete all the Affordable Housing Units in accordance with the Planning Permission and the Affordable Housing Scheme.

2.2.2 transfer either the freehold title, or a lease for at least 125 years on a full repairing and insuring basis, for the Affordable Housing Units to the Affordable Housing Provider, free from all encumbrances (other than those on the title of the Affordable Housing Land at the date of this Deed) and financial charges.

2.2.3 provide the New Homes Build Warranty for each of the Affordable Housing Units to the Affordable Housing Provider.

2.3 Not to Occupy or allow Occupation of more than **3 (three)** (25%) of the Open Market Units unless and until the provisions of paragraph 2.1 of this Schedule (including its sub-paragraphs) have been complied with.

2.4 Not to Occupy or allow Occupation of more than **6 (six)** (50%) of the Open Market Units unless and until the provisions of paragraph 2.2 of this Schedule (including its sub-paragraphs) have been complied with.

2.5 Within any transfer and/ or lease of any/ all of the Affordable Housing Units to the Affordable Housing Provider, to require or procure the execution by the Affordable Housing Provider and delivery to the Council of a Deed of Nomination Rights in respect of the Rented Units, substantially (but subject to such amendments as may be agreed between the Affordable Housing Provider and the Council) in the form set out in Schedule 3 with the Council's costs to be paid by the Affordable Housing Provider;

2.6 To provide evidence of the transfer of the freehold interest or grant of the leasehold interest of the Affordable Housing Units referred to in Paragraph 2.2.2 of this Schedule to the Head of Housing and Communities within 5 (five) Working Days of completion of the transfer or grant.

2.7 In the event that no agreement for the transfer the Affordable Housing Land and/ or Affordable Housing Units (as required by paragraph 2.1) has been reached at the expiration period of 6 (six) months from the date of first approach to an Affordable Housing Provider pursuant to paragraph 2.1 above, to:

2.7.1 serve notice on the Council confirming that no agreement has been entered into;

2.7.2 submit evidence to the Head of Development and Building Control demonstrating the steps taken and explaining why such an agreement could not be entered into with any Affordable Housing Provider.

2.8 To allow a further period of 3 (three) months from the date of service of the notice referred to in paragraph 2.7.1 of this Schedule EITHER to find an Affordable Housing Provider(s) (as required by paragraph 2.1) with the assistance of the Council AND/ OR to agree an alternative tenure mix by amendment of the Affordable Housing Scheme.

2.9 That a minimum 10% and a maximum 75% share in each Shared Ownership Unit may be sold to eligible applicants initially and that the rent (excluding service charge) to be charged on the remaining percentage share in the Shared Ownership Units shall not be more than 3% of the capital value of the unsold equity in that particular Shared Ownership Unit.

2.10 Unless otherwise agreed by the Council or directed by HE any proceeds derived from the sale of a Shared Ownership Unit or the proceeds from a Right to Buy or Right to Acquire transaction of a Rented Unit shall be used by the Affordable Housing Provider to re-invest in Affordable Housing within (in order of priority):

2.10.1 the local authority district of Horsham; then

2.10.2 Neighbouring Councils; then

2.10.3 the County of West Sussex; then

2.10.4 the Homes England's East and South East Operating Area (but excluding the County of Kent)

with priority given to the provision of new dwellings for Affordable Rent or Social Rent.

3. MISCELLANEOUS PROVISIONS

3.1 Prior to Occupation of the Affordable Housing Units:

3.1.1 all public highways (if any) and public sewerage and drainage serving the Affordable Housing Units shall be in place and shall meet all statutory requirements for such public sewerage and drainage including any build over consents or agreements that might be required;

3.1.2 all private roads, footways and footpaths (if any) serving the Affordable Housing Units shall be in place and constructed to an adoptable standard;

3.1.3 all private sewage and drainage pipes, channels and gutters, all mains water and gas pipes and electricity cables (as applicable) serving the Affordable Housing Units shall be constructed, laid, connected, operational and serviceable.

4. EXCLUSIONS

4.1 The obligations contained in this Schedule shall neither be binding on nor enforceable against:

4.1.1 any mortgagee or chargee or any receiver (including an administrative receiver) or manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security ("Appointee") or any administrator (howsoever appointed) ("Administrator") including a housing

administrator (each a "Receiver") of an Affordable Housing Provider of the Affordable Housing Land and/ or Affordable Housing Provider of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or receiver PROVIDED ALWAYS THAT

4.1.1.1 any power of sale available to any such Appointee Administrator or Receiver shall only be exercised in the event of there being a default of any obligation under the security documentation;

4.1.1.2 such Appointee Administrator or Receiver shall first have notified the Council and the Head of Housing and Communities that it wishes to exercise its statutory power of sale;

4.1.1.3 for a period of 3 (three) clear calendar months from the date of such notification, the Appointee Administrator or Receiver shall use reasonable endeavours to complete a disposal of the relevant Affordable Housing Land and/ or Affordable Housing Units to another Affordable Housing Provider (who shall take subject to the provisions of this Deed) for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest and costs and expenses

PROVIDED THAT and for the avoidance of doubt if such disposal has not been completed within such 3-month period then the Appointee, Administrator or Receiver shall be entitled to dispose of the relevant Affordable Housing Units free from the obligations contained in this Schedule which provisions shall determine absolutely

4.1.2 a tenant of an Affordable Rented Unit who has exercised a Right to Acquire;

4.1.3 A tenant of an Affordable Rented Unit who has exercised a Right to Buy;

4.1.4 a Shared Ownership leaseholder who has acquired 100% of the shares in the Shared Ownership Unit; and

4.1.5 any successor in title of any person detailed in sub-paragraphs 4.1.2, 4.1.3 and 4.1.4 (above) or their mortgagee or chargee.

SCHEDULE 3

Specimen Deed of Nomination Rights

[AFFORDABLE HOUSING PROVIDER]

and

HORSHAM DISTRICT COUNCIL

DEED OF NOMINATION RIGHTS

for

[ ] Affordable Housing – Rented Units

at

[ ] West Sussex

Authority: Signed and Dated S106 [ ]

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

Ref:

THIS DEED OF NOMINATION RIGHTS is made the day of 202X

BETWEEN:

(1) [ ] ("the Affordable Housing Provider"); and

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

1. DEFINITIONS

In this Deed the following expressions shall have the following meanings:

"Affordable Housing"	subsidised housing provided to eligible households whose needs are not met by the market and which should meet the needs of eligible households, including availability at a cost low enough for them to afford, determined with regard to local incomes and local house prices and shall include provision for the home to remain at an affordable price for future eligible households or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision. and for the purposes of this deed comprises the Rented Units;
"Affordable Housing Land"	the land upon which the Rented Units are constructed [address of property] shown edged red on the plan at Schedule 1 of this Deed;
"Affordable Housing Provider"	either one or a combination of: a) a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 (including its successors and assigns from time to time) as nominated by the Council from the Council's approved list (as may be amended from time to time) OR another registered provider of social housing as may be proposed by the Head of Housing and Communities and approved by the Council; OR b) an unregistered provider of social housing approved by the Council, or such other body or organisation approved by the Council whose main object is the provision of Affordable Housing;
"Exempted Void	a Void occurring when the Council transfers a tenant to more suitable accommodation to meet the tenant's needs;
"Homes England"	the executive non-departmental public body called Homes England, sponsored by the Department for Levelling Up, Housing and Communities or any bodies undertaking the existing functions of Homes England within the meaning of Part 1 of the Housing and Regeneration Act 2008 (or redefined by any amendment replacement or re-enactment of such Act;
"Housing Register and Nominations Policy"	the Council's Housing Register and Nominations Policy dated April 2023 (and which may be updated from time to time): https://www.horsham.gov.uk/__data/assets/pdf_file/0009/128727/Housing-Register-Nominations-Policy-S-23.pdf or other document which may replace it;
"Initial Let"	the first tenancy or lease of a newly constructed and previously unoccupied Rented Unit and **"Initial Let"** shall mean any one of them;
"Local Connection"	in relation to an individual, that such individual: a) immediately before taking up occupation of a Rented Unit had his only or principal home in the parish of [XXX] for a continuous period of not less than two years; or b) a member of his household has a parent, child, adult child, brother or sister whose only or principal home is and has been for a continuous

	period of not less than 2 (two) years in the parish of [XXX] and he wishes to be near that relative; or c) is and has been permanently employed in the parish of [XXX] for a continuous period of not less than 2 (two) years provided that where no person or insufficient persons can be identified as having a connection with the parish of XXX as outlined above then the District of Horsham shall be substituted for the parish of [XXX.];
"Nominee"	a person who may be nominated by the Council to the Rented Units and who is in need of Affordable Housing, who is not easily able to compete in the local housing market and who meets the following criteria: a) is an individual or are individuals; b) is considered in their reasonable opinion by the Council or the Affordable Housing Provider in accordance with its rules or its allocations and lettings policies to be in need of the accommodation provided by the Affordable Housing Unit; c) is not able easily to compete in the open market for equivalent housing accommodation in the administrative area of the Council; d) before taking up occupation of the Affordable Housing Unit has not owned a freehold or a lease for a term exceeding 3 years within the previous 12 months (save that the condition shall not apply where the Council or the Affordable Housing Provider is satisfied that the circumstances of that person are such as to put him in need of housing) and intends to occupy and subsequently occupies the Affordable Housing Unit as his/her only or principal home; e) is an individual who meets the criteria of the Council's Housing Register and Nominations Policy; f) has a Local Connection. and **"Nominee"** and **"Nominees"** shall be construed accordingly;
"Rented Units"	the housing units constructed or to be constructed on the Affordable Housing Land to be made available by an Affordable Housing Provider as low cost rented accommodation (as defined by s.69 Housing and Regeneration Act 2008) subject to a Tenancy Agreement.
"S106 Agreement"	the agreement relating to the Application Site and dated [....] and made between (1) [ ] and (2) Horsham District Council and any subsequent supplemental agreements varying it thereafter;
"Social Rent"	rent in accordance in accordance with the Regulator for Social Housing's Tenancy Standard (April 2012) as may be amended updated or replaced from time to time at a rent not higher than the national rent regime amount.
"Social Rented Units"	Affordable Housing Units that will be let to persons in housing need at a Social Rent and **"Social Rented Unit"** shall mean any one of them.
"Tenancy Agreement"	an assured tenancy agreement in a form prepared by the Affordable Housing Provider and containing terms which accord with the form of tenancy agreement being used by the Affordable Housing Provider from time to time for its general lettings or such other form of tenancy as the Affordable Housing Provider specifies (acting reasonably;
"Vacancy Notice"	a written notice, the form of which is to be agreed between the Affordable Housing Provider and the Council within 5 (five) weeks of this Deed, to be given by the Affordable Housing Provider to the Council in respect of any Affordable Housing Unit on the Affordable Housing Land to notify the Council that the construction and fitting out of that Affordable Housing Unit is complete;

"Void"	an Affordable Housing Unit which is vacant because the tenant has vacated it;
"Void Notice"	a written notice, the form of which is to be agreed between the Affordable Housing Provider and the Council within 8 (eight) weeks of the date of this Deed, to be given by the Affordable Housing Provider to the Council to notify it that a Void is now available for re-letting;
"Void Notification"	the notification to the Council by the Affordable Housing Provider that an Affordable Housing Unit is to become a Void with such notification to include the anticipated period that the Affordable Housing Unit will remain as a Void;
"Working Day"	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. INTERPRETATION

2.1. Clause headings shall not affect the interpretation of this Deed.

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

2.3. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

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

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

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

2.7. 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.

2.8. 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.

2.9. A reference to writing or written excludes faxes and e-mail.

2.10. A reference to this Deed or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated from time to time.

2.11. References to clauses are to the clauses of this Deed.

2.12. 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.

2.13. When calculating percentages for the purposes of this Deed percentage in excess of 0.5 shall be rounded up and percentages equal to or less than 0.5 shall be rounded down.

3. ENABLING PROVISIONS

3.1. This Agreement is made pursuant to s.111 of the Local Government Act 1972, s.33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers.

4. NOMINATION PROCEDURE FOR RENTED UNITS

4.1. The parties agree that the following nomination procedures shall apply to the nomination of persons in respect of the Rented Units:

Initial Lets

4.2. The Affordable Housing Provider shall give the Council not less than 10 (ten) weeks' written notice of the date when an Initial Let will be ready for occupation.

4.3. The Affordable Housing Provider shall serve a Vacancy Notice on the Council in respect of an Initial Let not less than 2 (two) weeks prior to it becoming available for occupation.

Nomination procedures

4.4. The Council shall within 10 (ten) Working Days of receipt of a Vacancy Notice, Void Notice or written notice served in accordance with clauses 4.7.1, 4.7.2 or 4.7.3, serve on the Affordable Housing Provider details of a Nominee, which shall:

4.4.1. specify the type of Rented Unit which the Nominee requires and sufficient details of the Nominee's requirements and circumstances to justify their nomination to the particular Rented Unit or type of Rented Unit; and

4.4.2. include any other details that the Affordable Housing Provider may reasonably require from time to time.

4.5. Within 10 (ten) Working Days of the receipt of the details of a Nominee, the Affordable Housing Provider shall use its reasonable endeavours to arrange a viewing of the Affordable Housing Unit and make an offer of a Tenancy Agreement to the Nominee ("an Offer").

Failure to let

4.6. If the Nominee fails to enter into a Tenancy Agreement within 10 (ten) Working Days of receipt of the Affordable Housing Provider's Offer, that Nominee shall be deemed to have rejected the Affordable Housing Provider's Offer.

Notices

4.7. The Affordable Housing Provider shall give notice in writing to the Council within 5 (five) Working Days of the occurrence of a Nominee:

4.7.1. failing to view an Affordable Housing Unit within 10 (ten) Working Days of an Offer being made;

4.7.2. failing to accept an Offer within 10 (ten) Working Days of it being made;

4.7.3. being rejected by Affordable Housing Provider in accordance with clause 4.13 and in such cases, the notice shall explain the reasons for the rejection;

4.7.4. accepting an Offer from the Affordable Housing Provider.

4.8. On receipt of a written notice served in accordance with clause 4.7.1, 4.7.2 or 4.7.3, the Council shall serve details of a further Nominee on the Affordable Housing Provider and the parties shall repeat the procedures set out in clauses 4.4 – 4.7 except that:

4.8.1. the 10 (ten) Working Day period referred to in clauses 4.4 – 4 7 shall be reduced to 5 (five) Working Days.

4.8.2. the procedures set out in clauses 4.4 – 4.7 shall only be repeated twice.

4.9. In the event that:

4.9.1. a third Nominee fails to enter into a Tenancy Agreement within 10 (ten) Working Days of receipt of an Offer; or

4.9.2. the Council fails to serve details of a Nominee within 10 (ten) Working Days of receipt of a Vacancy Notice or written notice served in accordance with clauses 4.7.1, 4.7.2 or 4.7.3. then, unless clause 4.10 applies

the Affordable Housing Provider shall have the right to make the Initial Let in respect of the Rented Unit to person of its own choosing (subject to the provisions within the S106 Agreement and clause 4.13).

4.10. If the Council fails to serve details of a Nominee on the Affordable Housing Provider in accordance with clause 4.4 because it does not have suitable Nominee, it shall inform the Affordable Housing Provider within 10 (ten) Working Days and serve details of a

suitable Nominee as soon as reasonably practicable thereafter and in any event within 20 (twenty) Working Days of the date of receipt of the notice.

Voids and reletting

4.11. If a Rented Unit becomes a Void after the Initial Let or the Affordable Housing Provider has reasonable cause to believe it will become a Void:

4.11.1. the Affordable Housing Provider shall serve a Void Notification in respect of that Rented Unit within 5 (five) Working Days of it becoming a Void;

4.11.2. the Affordable Housing Provider shall serve a Void Notice on the Council in respect of that Rented Unit as soon as it is available for re-letting;

4.11.3. the parties shall follow the nomination procedures set out in clauses 4.4 to 4.7. and clauses 4.8 and 4.9 shall apply

unless the Void is an Exempted Void, in which case clause 4.12 shall apply.

Exempted Voids

4.12. Where the Void is an Exempted Void:

4.12.1. if fewer than 75% of the total number of Rented Units have been let, the parties shall follow the procedures set out in clauses 4.4 – 4.7. and clauses 4.8 and 4.9 shall apply;

4.12.2. if 75% of the Voids (which for the avoidance of doubt means 75% of the total number of Affordable Housing Units) have been let, the Affordable Housing Provider shall not be required to follow the procedures set down in clauses 4.4 – 4.7 and the Affordable Housing Provider shall then be entitled to let the remaining 25% of the Voids (which for the avoidance of doubt means 25% of the total number of Affordable Housing Units) to persons of its own choosing (subject to the provisions within the S106 Agreement).

Rejecting Nominees

4.13. The Affordable Housing Provider shall have the right to interview and make enquiries about each Nominee and to reject any Nominee if in the opinion of the Affordable Housing Provider the grant of a Tenancy Agreement to such Nominee would be in contravention of the Affordable Housing Provider's registered rules or its letting criteria and if an Affordable Housing Provider rejects a Nominee in accordance with this clause, the Affordable Housing Provider must serve written notice on the Council in accordance with clause 4.7.3.

4.14. Where the Affordable Housing Provider intends to reject a Nominee in accordance with clause 4.13 and it serves notice of this on the Council in accordance with clause 4.7.3, the Council shall:

4.14.1. within 5 (five) Working Days of receipt of the said notice be entitled to send the Affordable Housing Provider written representations setting out the reason(s) why the Nominee does meet the Affordable Housing Provider's registered rules or its lettings criteria; and

4.14.2. within 5 (five) Working Days of receipt of the Council's written representations, the Affordable Housing Provider shall consider the written representations and will notify the Council in writing that the Nominee has been accepted or that they have not, giving the reasons for their decision.

4.15. The Council and the Affordable Housing Provider agree that the nomination rights contained in this Deed may be varied from time to time but only by agreement in writing by the parties.

5. NOTICES

5.1. Any notice served in accordance with this Deed must be in writing and:

5.1.1. delivered by hand; or

5.1.2. sent by pre-paid first class post or next working day delivery service.

5.2. Any notice to be given under this Deed must be sent to the relevant party at the address indicated above or such other address notified by one party to the other and addressed, in the case of the Council to Head of Housing and Communities and, in the case of the Affordable Housing Provider [xxx].

5.3. Any notice given in accordance with clause 5 will be deemed to have been received:

5.3.1. if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00am on a Working Day, the notice will be deemed to have been received at 9.00am on that day, and if delivery occurs after 5.00pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

5.3.2. if sent by pre-paid first class post or next working day delivery service, at 9.00am on the second Working Day after posting.

5.4. Any notice given in accordance with this clause 5 will be deemed to have been received:

6. TRANSFERS TO OTHER AFFORDABLE HOUSING PROVIDERS

6.1. The Affordable Housing Provider shall ensure that any Affordable Housing Provider to which the Affordable Housing Land and Affordable Housing erected thereon are transferred otherwise than by direction of the Homes England under its statutory powers shall enter into a similar agreement with the Council.

7. DISPUTES

7.1. Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Housing.

8. COSTS

8.1. The Affordable Housing Provider agrees with the Council to pay the reasonable and proper legal costs of £[ ] which the Council incurs in preparing and entering into this Deed.

9. AGREEMENTS AND DECLARATIONS

The parties agree:

9.1. nothing in this Deed fetters or restricts the exercise by the Council of any of its powers;

9.2. the obligations contained in this Deed are covenants for the purpose of s33 of the Local Government (Miscellaneous Provisions) Act 1982.

10. DISCREPANCIES AND PRIORITY

10.1. Where there is any discrepancy between this Deed and the s106 Agreement the S106 Agreement shall take priority.

11. EXCLUSION CLAUSE

11.1. The provisions of this Deed shall not be binding nor enforceable against any of the following:

11.1.1. Any person who shall exercise a statutory right to buy (including the preserved right to buy) or right to acquire any Rented Unit and their successor in title or chargee;

11.1.2. Any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or

chargee to realise its security or any administrator (howsoever appointed) including a housing administrator of an Affordable Housing Provider provided that such party so appointed shall have first complied with the procedure in clause [xx] Schedule [xx] of the S106 Agreement; and

11.1.3. Any and all successors in title from the persons specified in clauses 11.1 – 11.2 above.

Execution clause for the

Affordable Housing Provider

The common seal of

HORSHAM DISTRICT COUNCIL

was affixed in the presence of:

Authorised signatory

Nomination Agreement – Schedule 1

Plan

Nomination Agreement – Schedule 2

Rented Unit Details

[Details to depend on the scheme but will typically include address/plot number, type of property (flat/house), no. bedrooms, no. persons property will accommodate, type of tenure (usually affordable rent), location (ground, first floor etc), any other relevant details such as accessibility details, wet rooms etc]

Nomination Agreement – Schedule 3

Schedule of Tenure

The Rented Units

Plot	Tenure	Beds	Address	Type	Floor Level

Nomination Agreement – Schedule 4

Specimen Tenancy Agreement

[To be provided by the Affordable Provider]

SCHEDULE 4

Water Neutrality Statement

Water Neutrality Statement prepared by Phil Allen MCIWEM, C.WEM of Motion, 84 North Street, Guildford dated 29 January 2024

TN01 - Water Neutrality Statement

Site: Ryecroft Lane, Storrington
Prepared by: Phil Allen MCIWEM C.WEM
Approved by: Neil Jaques
Date: 29 January 2024

motion
84 North Street
Guildford
GU1 4AU

Tel: 01483 531300
www.motion.co.uk

1.0 Introduction

1.1 This Water Neutrality Statement (WNS) has been produced by Motion on behalf of their client, Earlswood Homes. It supports the planning application for 20 dwellings, which is to be provided in a mix of houses and apartments with a 35% affordable provision. The proposed development includes access, parking and landscaping. The layout and site location of the proposed development can be seen in **Appendix A**.

1.2 Following the issue of Natural England's (NE's) Position Statement on Water Neutrality within the Sussex North Water Supply Zone (SNWSZ), all new, reserved matter and Section 73 planning applications for development within Horsham District are required to demonstrate that they can be water neutral. NE's Position Statement can be found in full within **Appendix B**.

1.3 The SNWSZ covers part of Horsham District and parts of the neighbouring Chichester, Arun and Crawley Districts as well as South Downs National Park. A plan showing the supply area can be found in **Appendix C**.

1.4 This WNS will set out the following:

- The existing site's water demand;
- Changes in water demand as a result of the proposed residential development;
- Possible water use reduction measures, such as water efficient fixtures and fittings; and
- Measures required to offset any remaining deficit following the above.
- Whether water neutrality has been achieved within the SNWSZ.

2.0 Development Description

2.1 The proposed development is for 20 residential dwellings on a greenfield parcel of land that sits at the north of Ryecroft Lane in Storrington, West Sussex. A layout of the proposed development and a site location plan can be found in **Appendix A**. The housing mix on the proposed 20-unit residential development is as follows in Table 2.1.

Table 2.1 – Housing Mix

Houses	
Number of Units	**Bedrooms**
7	2
5	3
1	4
Total: 13	**Total: 33**
Apartments	
Number of Units	**Bedrooms**
3	1
4	2
Total: 7	**Total: 11**

2.2 The site is 0.418 ha in area and is currently undeveloped with unmaintained vegetation covering large parts of the site. Sycamore trees, beech trees and leylandii line the site's south-western boundary. Willow coppices line part of the boundary with the River Stor, with ash, cherry and holly trees also present.

3.0 Existing Water Demand

3.1 Because the site is currently greenfield and is not used for arable land or pasture, there is currently no water use associated with the site.

4.0 Baseline Future Water Demand

4.1 A proposed water usage calculation in accordance with the *'less than 110 litres/person/day using fittings approach'* of Building Regulations Part G (para's 2.8 to 2.12) has been carried out and confirms that the proposed development can achieve a water consumption of 106.54 litres per person per day, which includes an allowance of 5 litres per person per day for external water usage. A copy of the Part G calculation can be found in **Appendix D**.

4.2 To determine the overall anticipated water use across the proposed development, average occupancy levels for each dwelling size have been used. These average occupancy levels are based on local census data, as recommended by HDC, to ensure that there is consistency across the district. These occupancy levels are summarised in Table 4.1 below.

Table 4.1 – Census Data for Average Occupancy per Dwelling Size

1-bedroom	2-bedroom	3-bedroom	4-bedroom
1.32	1.88	2.47	2.86

4.3 Using the above average occupancy census data, the population of the proposed 20-unit development, with the housing mix in Table 2.1, is estimated to be 39.85 (3 x 1.32 + 11 x 1.88 + 5 x 2.47 + 1 x 2.86), which will be rounded up to 40.

4.4 Using the Part G water consumption figure of 106.54 litres per person per day and a population size of 40 it is estimated that the total water usage per day for the proposed development is 4,261.60 litres per day.

4.5 Therefore, given that the current 'baseline' water usage figures are zero, the proposed development represents an increase in mains water demand for the site of 4,261.60 litres per day, or 1,555,484 litres per year.

4.6 This means that the development will not be water neutral unless on-site water use reduction measures are employed and, if needed, further offsetting is carried out to make sure that the proposed development does not result in an increase in water demand. These are discussed more, below.

5.0 On-Site Water Reduction Measures

5.1 It is felt that efficiencies can be found in some of the fixtures and fittings to be used in the development. As such, the Part G calculation used to set the baseline future water demand has been modified to include some specific taps, showers and white goods that should be specified to further reduce the water demand of the development. Specifically, the following items should be specified:

- Hansgröhe Talis single lever basin mixer tap 100 LowFlow (2.7 l/min at 3 bar)
- Hansgröhe Vernis Blend Showerpipe 200 1jet Green (5.7 l/min at 3bar)
- Hansgröhe Talis M51 Single Lever Kitchen Mixer Tap 260 Eco (4.5 l/min at 3 bar)
- Zanussi ZDLN1511 Dishwasher (2.76 l/person/day)

5.2 Using the above fixtures and fittings and the Part G calculations used to set out the future water demand as a basis, it has been possible to further reduce water consumption to a figure of 92.68 litres per person per day. A copy of the revised Part G calculation can be seen in **Appendix E**.

5.3 Using the census-based average occupancy figure of the proposed development of 40 people, this creates a daily water demand for the development of 3,707.20 litres per day, or 1,353,128 litres per year.

5.4 This approach has yielded a saving of 554.40 litres per day or 202,356 litres per year over the baseline future water demand position. However, it does not achieve water neutrality and, as such, the proposed development will need to offset its water demand elsewhere.

6.0 Offsetting Measures

6.1 As discussed in the introduction to this WNS, the SNWSZ and the WNS requirement applies not only to Horsham District, but also parts of Chichester District, Arun District, Crawley Borough and South Downs National Park. Therefore, an offsetting scheme within the SNWSZ that is in one District/Borough can benefit a development in another District/Borough.

6.2 This approach has been accepted by Natural England with regards to a specific offsetting scheme at Danefold Farm, Littleworth Lane, Horsham. During Kingham Homes' application at Stable Field in Chichester District (planning ref.: 22/00618/FUL), Natural England supported the approach of Danefold Farm using a rainwater harvesting and recycling scheme to supply their livestock farming activities, which would significantly reduce the mains water demand within the SNWSZ and would allow proposed developments to use this saving to offset their proposed mains water demand. Natural England's acceptance of this approach can be seen, in writing, in **Appendix F** of this WNS.

6.3 The amount of rainwater harvesting proposed by Danefold Farm at the time of the Kingham Homes development has been increased. This enables further developments that cannot achieve water neutrality to come forward and use the mains water offsetting scheme at Danefold Farm. The full details of the mains water offsetting scheme at Danefold Farm as it currently stands can be seen in **Appendix G** of this report, but is summarised for ease of reference, below.

6.4 Danefold Farm is on a metered supply, and it also draws two additional supplies from a neighbouring property (Lancasters Farm, Littleworth Lane, Partridge Green, Horsham, RH13 8EJ). Both supplies from the neighbouring property are metered before entering Danefold Farm and are fed from the Southern Water mains supply to Lancasters Farm. Therefore, all mains water use within Danefold Farm is measurable and are metered.

6.5 Danefold Farm is a livestock farm with approximately 270 head of cattle over 80ha of land. The metered water bills show that Danefold Farm consumes 13.2m^3 (13,200 litres) of water per day. Typically, the cattle consume 9m^3 of water per day, with the remaining mains water use of 4.2m^3 being used either for washing down or is lost through leakage (because the water supply pipes run above ground these are frequently damaged by cattle and farm vehicles with leaks largely going undetected).

6.6 It is proposed to move the water supply at Danefold Farm from the mains to a rainwater harvested and recycled system. It is proposed to construct a new storage pond, which will accept surface water falling directly upon it, as well as surface water runoff and roof water from a cattle shed and barn that have a combined roof area of 1,193m^2. The pond will be 2,696m^3 in volume and, in combination with other ponds on site, a total rainwater recycling volume of 5,948m^3 will be present at Danefold Farm.

6.7 The ponds, barn and cowshed have a total surface area of 7,544m^2. Southern Water's long-term annual average rainfall figure (782mm p.a.) has been applied to this surface area, which provides a total rainwater yield of 5,899,408 litres per annum. To employ a precautionary principle, a 20% reduction in this figure has been applied to account for losses, leaving a usable rainwater yield of 4,721,337 litres per annum, or 4,721.3m^3. This equates to 12,935 litres per day. It should be noted that these figures exclude runoff from the surrounding clay soils, which could be significant, thus the actual yield could be higher.

6.8 The farm's existing water use is 13.2m³ per day. It is the intention to offset as much of this using the recycled rainwater as possible.

6.9 There is also a farmhouse Danefold Farm and a two-bed holiday cottage. These properties will maintain their consumption of and connection to the mains water supply. The mains water consumption of these two properties is 296m³ per annum, which, when deducted from Danefold Farm's annual mains water consumption of 4,810m³, leaves 4,514m³ per annum (or 12,367 litres per day) to be supplied by rainwater harvesting, with a surplus yield of 567 litres per day.

6.10 Therefore, if the water requirement of the livestock farming activities at Danefold Farm are being supplied by recycled rainwater, this reduces the mains water demand in the SNWSZ by 12,367 litres per day, with a surplus of 567 litres per day.

Offsetting Mains Water Use Ryecroft Lane

6.11 It is detailed in Section 5 and Paragraph 5.3 that the proposed development at Ryecroft Lane will require a residual mains water supply of 3,707.20 litres per day.

6.12 The rainwater harvesting and recycling scheme at Danefold Farm is making up to 12,367 litres per day available for developments to offset their mains water consumption.

6.13 Earlswood Homes have engaged with Danefold Farm and are one of several developers that have a contractual use of the mains water offsetting scheme created by the farm. The offsetting scheme is being contractually distributed as a system of credits, with one credit being equal to one litre of water per day. There are a total 12,367 credits available and 12,033 are currently contractually allocated between the developers. Earlswood Homes having a binding contract for the use of 6,120 credits. This water credit contract can be seen in Appendix H of this report.

6.14 Earlswood Homes have already allocated 1,379 credits for a development at Church Place, Pulborough (HDC planning reference DC/23/1361), thus they have 4,741 credits remaining from their contractual allocation of 6,120.

6.15 The proposed development at Ryecroft Lane, Storrington requires 3,707.20 credits (rounded up to 3,708), which is within their remaining credit allocation of 4,741 litres from Danefold Farm. Therefore, it is this credit allocation that will be used to offset the development at Ryecroft Lane, Storrington.

7.0 Summary and Conclusion

7.1 In summary, Earlswood Homes and the proposed development at Ryecroft Lane will use the contractually allocated credits they have gained through the mains water offsetting scheme at Danefold Farm.

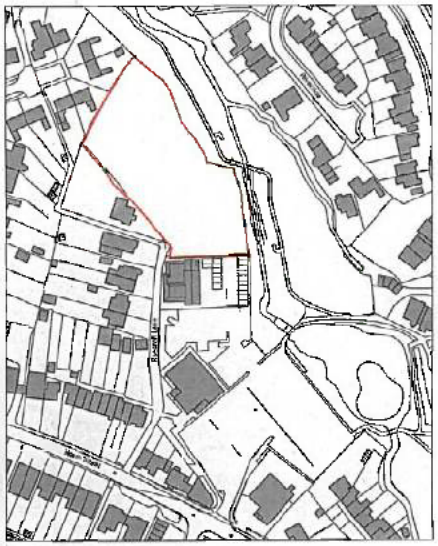
7.2 The mains water requirement of the development of 3,708 litres per day. This can be fully offset from Earlswood Homes' overall credit allocation of 6,120, from which 1,379 credits are already being used on another development, leaving 4,741 available.

7.3 This means that the development at Ryecroft Lane results in no additional mains water requirement within the SNWSZ. This approach has been fully accepted by Natural England, as confirmed by the information in Appendix F of this report.

7.4 In conclusion, the development at Ryecroft Lane is water neutral within the SNWSZ and Water Neutrality cannot be an impediment to the progress of this application, as it is using an offsetting scheme approved by and with a precedent set by Natural England.

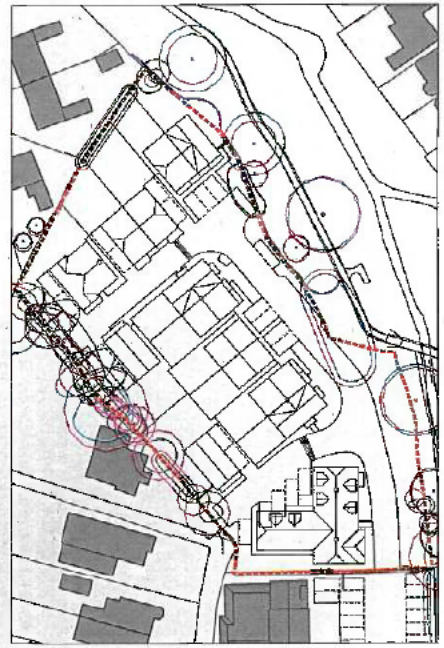
Appendix A

Proposed Site Layout and Site Location Plan



01 LOCATION PLAN

1:1250 @ A1 / 1:2500 @ A3



02 BLOCK PLAN

1:500 @ A1 / 1:1000 @ A3



03 PROPOSED SITE PLAN

1:200 @ A1 / 1:400 @ A3

CDM 2015 Health & Safety Information

This information relates only to significant risks that cannot be dealt with by the Designer's Method Statement.

Accommodation Schedule

Houses	Address	Area	12 dwellings
1no.	4B5P Type A	93m²	(1001ft²)
2no.	2B4P Type B	79m²	(851ft²)
4no.	2B4P Type C	66m²	(711ft²)
2no.	3B5P Type D	96m²	(1,033ft²)
2no.	3B5P Type E	86m²	(926ft²)
1no.	4B6P Type F	102m²	(1,098ft²)
1no.	3B5P Type G	102m²	(1,098ft²)

Apartments	Area	7 dwellings
3no. 1B2P	50m²	(538ft²)
2no. 2B4P	70m²	(753ft²)
1no. 2B4P	67m²	(721ft²)
1no. 2B4P	70m²	(753ft²)
Total:	1,124m²	(12,099ft²) 19 dwellings

Car Parking: 2no. spaces per 2 bedroom house; 3no. spaces per 3 bed house; 1 no. spaces per apartment; 5 no. visitor spaces

Cycle Parking: 2 cycles per dwelling within garden store; 2 cycles per apartment within store

Refuse Strategy: Refuse vehicle to be brought in proximity of house or bin collection point for collection day only; integrated bin store for apartments

Key

- Site boundary
- Visitor Parking
- Bin collection point
- Proposed Tree Location
- Proposed Hedgerow
- Root protection Area
- Existing Tree Canopy

Rev	Date	Revision Details	By	Ch
C	01.12.23	Amendments Officers Comments	JW	PJ
B	23.11.23	Amendments Client Comments	JW	PJ
A	09.11.23	Amendments Having Type Changes	JW	PJ

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Cambridge CB21 4GL
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Bristol
ECE Architecture

Client Name: Earlswood Homes

Job Title: Ryecroft Lane, Stonington

Drawing Title: Location Plan, Block Plan & Proposed Site Plan

Scale: SCALE VARIES

Drawn	Checked	Date
JW	PJ	30.10.23

Job No	Drawing No	Rev
6914	PL01	C

Status: PRELIMINARY

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Appendix B

Natural England's Position Statement

Natural England's Position Statement for Applications within the Sussex North Water Supply Zone

September 2021 – Interim Approach

Please take the following as Natural England's substantive advice for all applications which fall within Sussex North's Water Supply Zone.

Sussex North Water Supply Zone

Arun Valley SPA, SAC and Ramsar Site- Sussex North Water Supply Zone

The Sussex North Water Supply Zone includes supplies from a groundwater abstraction which cannot, with certainty, conclude no adverse effect on the integrity of;

- Arun Valley Special Area Conservation (SAC)
- Arun Valley Special Protection Area (SPA)
- Arun Valley Ramsar Site.

As it cannot be concluded that the existing abstraction within Sussex North Water Supply Zone is not having an impact on the Arun Valley site, we advise that developments within this zone must not add to this impact. This is required by recent caselaw, Case C-323/17 People over wind and Sweetman. Ruling of CJEU (often referred to as sweetman II) and Coöperatie Mobilisation for the Environment and Vereniging Leefmilieu Case C-293/17 (often referred to as the Dutch Nitrogen cases).

Between them these cases require Plans and Projects affecting sites where an existing adverse effect is known (i.e. the site is failing its conservation objectives), to demonstrate certainty that they will not contribute further to the existing adverse effect or go through to the latter stages of the Regulations (no alternatives IROPI etc).

Developments within Sussex North must therefore must not add to this impact and one way of achieving this is to demonstrate water neutrality.

In addition, the Gatwick Sub regional Water Cycle Study concluded that water neutrality is required for Sussex North to enable sufficient water to be available to the region.

The definition of water neutrality is the use of water in the supply area before the development is the same or lower after the development is in place.

Strategic approach

Natural England has advised that this matter should be resolved in partnership through Local Plans across the affected authorities, where policy and assessment can be agreed and secured to ensure water use is offset for all new developments within Sussex North. To achieve this Natural England is working in partnership with all the relevant authorities to secure water neutrality collectively through a water neutrality strategy.

Whilst the strategy is evolving, Natural England advises that decisions on planning applications should await its completion. However, if there are applications which a planning authority deems critical to proceed in the absence of the strategy, then Natural England advises that any application needs to demonstrate water neutrality. We have provided the following agreed interim approach for demonstrating water neutrality;

Minimising water use of new builds.

- Complete a water budget (based on occupancy)
- All new builds to demonstrate that they can achieve strict water targets (e.g., 85L/pp/day*)

This can be achieved by measures such as:

- Grey water recycling (advantage of being reliable in hot dry weather);
- Rainwater harvesting;
- Water efficient fixings (such as shower aerators) to demonstrably reduce demand-this would need to be suitably certain.

In addition, water offsetting is required

- One way to achieve this is retrofitting of council owned properties/commercial buildings-located within Sussex North. Examples include:

- Grey water recycling- (for example there are clear opportunities for commercial properties).
- Rainwater harvesting of commercial settings;
- Installation of water reduction fittings in Council-owned buildings.

These measures need to be implemented until such time as a more sustainable water supply has been secured.

It will also need to be ensured that measures are not already proposed (for example in Southern Water's Management Plan) to avoid double-counting.

Any mitigation must be suitably certain in order to comply with the Habitats Regulations and Caselaw.

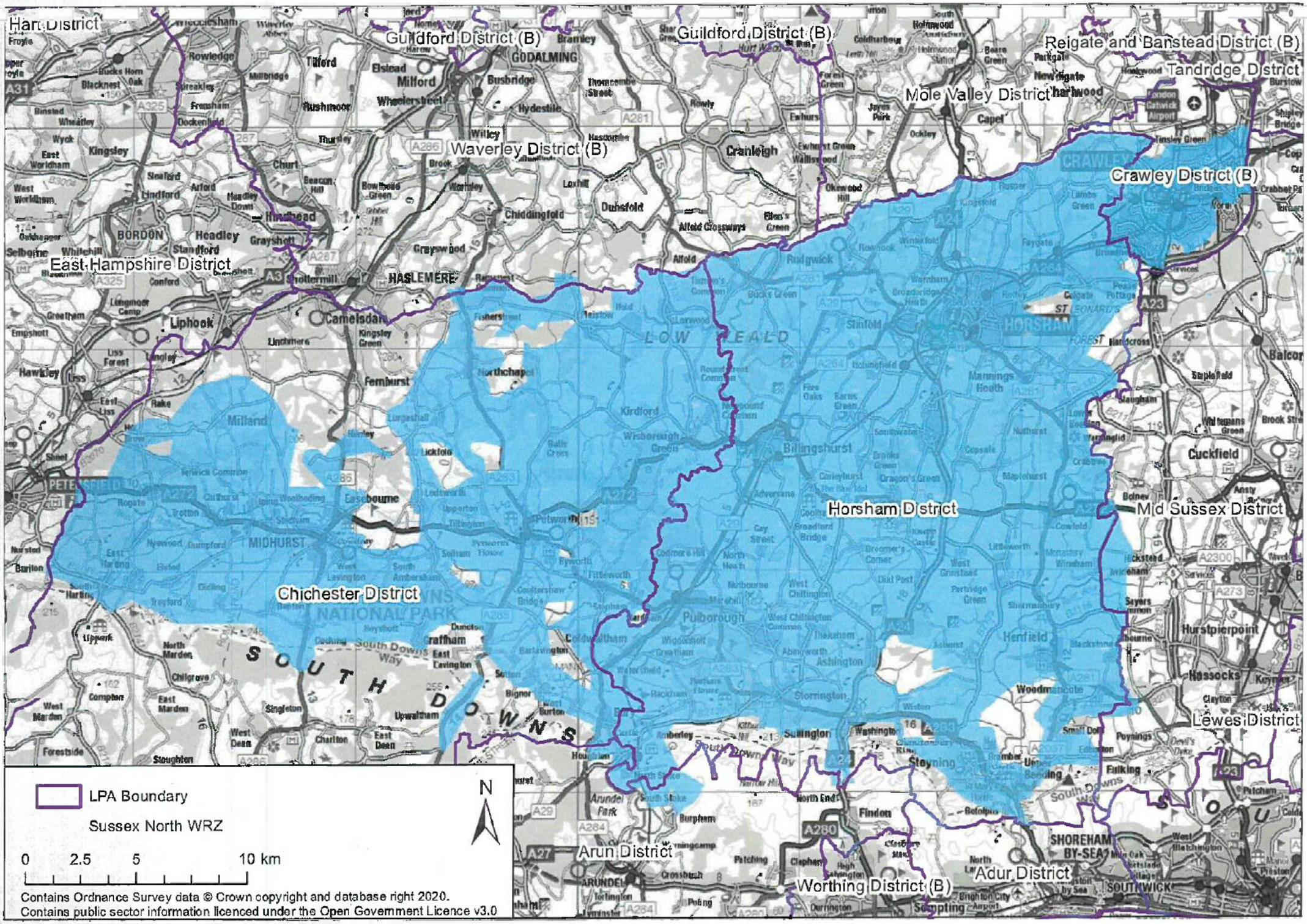
If the application cannot demonstrate, through an appropriate assessment, the required water neutrality, we advise that it is either revised to achieve this in line with the above or awaits completion of the strategic approach.

The securing of water neutrality is a matter which needs to be resolved at a strategic level and Natural England is working with the relevant authorities and the water company to achieve this. In light of this, Natural England will not be engaging with individual planning applications whilst the strategy is evolving.

***This this is the reasonably achievable figure with the above measures based on the early data from the strategic solution and may be subject to change as the strategic solution evolves.**

Appendix C

Sussex North Water Supply Zone


Hart District
Guildford District (B)
Guildford District (B)
Reigate and Banstead District (B)
Tandridge District
Mole Valley District
Waverley District (B)
Crawley District (B)
East Hampshire District
Horsham District
Mid Sussex District
Chichester District
Lewes District
Arun District
Adur District
Worthing District (B)
LPA Boundary
Sussex North WRZ
N
0 2.5 5 10 km
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motion

Appendix D

Part G 'Less than 110 Litres Per Day' Calculation

Proposed Water Usage

Fixture	Capacity/Flow Rate	Use Factor	Fixed Use	litres/person/ day	Mains Water	Rainwater
WC (Single Flush)		4.42				
WC (Dual Flush)	4	1.46		5.84		5.84
WC (Dual Flush) Part	2.6	2.96		7.70		7.70
Taps (excluding kitchen)	5	1.58	1.58	9.48	9.48	
Bath (where shower present)	115	0.11		12.65	12.65	
Shower (where bath present)	8	4.37		34.96	34.96	
Bath Only		0.5				
Shower Only		5.6				
Kitchen Sink	6	0.44	10.36	13.00	13.00	
Washing Machine (l/kg)	8.17	2.1		17.16		17.16
Dishwasher (l/place setting)	3.00	3.6		10.80	10.80	
	Total calculated use (litres/person/day)			111.58	80.89	30.69
			Normalisation Factor	0.91	0.91	0.91
			Total Water Consumption (CSH) (litres/person/day)	101.54	73.61	27.93
			External Water Use	5.00		5.00
			Total Water Consumption (Part G) (litres/person/day)	**106.54**	**73.61**	**32.93**

Appendix E

Part G Water Efficient Calculation

Proposed Water Usage

Fixture	Capacity/Flow Rate	Use Factor	Fixed Use	litres/person/ day	Mains Water	Rainwater
WC (Single Flush)		4.42				
WC (Dual Flush)	4	1.46		5.84		5.84
WC (Dual Flush) Part	2.6	2.96		7.70		7.70
Taps (excluding kitchen)	2.7	1.58	1.58	5.85	5.85	
Bath (where shower present)	115	0.11		12.65	12.65	
Shower (where bath present)	5.7	4.37		24.91	24.91	
Bath Only		0.5				
Shower Only		5.6				
Kitchen Sink	4.45	0.44	10.36	12.32	12.32	
Washing Machine (l/kg)	8.17	2.1		17.16		17.16
Dishwasher (l/place setting)	2.76	3.6		9.94	9.94	
	Total calculated use (litres/person/day)			96.35	65.66	30.69
			Normalisation Factor	0.91	0.91	0.91
			Total Water Consumption (CSH) (litres/person/day)	87.68	59.75	27.93
			External Water Use	5.00		5.00
			Total Water Consumption (Part G) (litres/person/day)	**92.68**	**59.75**	**32.93**

Appendix F

Natural England Acceptance of Approach

Date: 24 March 2023
Our ref: 423617
Your ref: 22/00618/FUL

Customer Services
Hornbeam House
Crewe Business Park
Electra Way
Crewe
Cheshire
CW1 6GJ

T 0300 060 3900

Chichester District Council
1 East Pallant
Chichester
PO19 1TY

BY EMAIL ONLY

Dear Mr Thomas,

Planning consultation: **HRA/AA** Erection of 8 no. dwellings with associated vehicular and pedestrian access, infra-structure, car parking, landscaping and open space.
Location: Land At Stable Field Kirdford Road Wisborough Green West Sussex

Thank you for your consultation on the above dated 22 February 2023 which was received by Natural England on the same date.

Natural England is a non-departmental public body. Our statutory purpose is to ensure that the natural environment is conserved, enhanced, and managed for the benefit of present and future generations, thereby contributing to sustainable development.

SUMMARY OF NATURAL ENGLAND'S ADVICE

NO OBJECTION - SUBJECT TO APPROPRIATE MITIGATION BEING SECURED

We consider that without appropriate mitigation the application would:

- have an adverse effect on the integrity of Arun Valley Special Protection Area (SPA), Special Area of Conservation (SAC) and Ramsar site, as well as The Mens and Ebernoe Common SAC https://designatedsites.naturalengland.org.uk/.

In order to mitigate these adverse effects and make the development acceptable, the following mitigation measures are required / or the following mitigation options should be secured:

- Delivery, management and maintenance of measures identified in the Water Neutrality Statement (V3.0) to achieve water neutrality.
- Implementation of the avoidance, mitigation and compensation measures outlined in the Preliminary Ecological Appraisal in relation to bat impacts.

We advise that an appropriate planning condition or obligation is attached to any planning permission to secure these measures.

Natural England's further advice on designated sites/landscapes and advice on other natural environment issues is set out below.

Further Advice on Mitigation

Water Neutrality

The proposed development falls within the Sussex North water supply zone; As set out in Natural England's Advice Note regarding Water Neutrality within the Sussex North Water Supply Zone, the existing water supply in the Sussex North water supply zone cannot be ruled out as contributing to the declines in wildlife within internationally protected sites in the Arun Valley SPA, SAC and Ramsar site. Achieving water neutrality is recognised as a suitable method to rule out potential adverse effects on the integrity of these sites arising from development.

Habitats Regulations Assessment (HRA)

Natural England notes that your authority, as competent authority, has undertaken an appropriate assessment of the proposal in relation to Water Neutrality, in accordance with regulation 63 of the Conservation of Species and Habitats Regulations 2017 (as amended). Natural England is a statutory consultee on the appropriate assessment stage of the Habitats Regulations Assessment process. Your appropriate assessment concludes that your authority is able to ascertain that the proposal will not result in adverse effects on the integrity of any of the sites in question.

Having considered the assessment, and the measures proposed to mitigate for all identified adverse effects that could potentially occur as a result of the proposal, Natural England advises that we concur with the assessment conclusions, providing that all mitigation measures are appropriately secured in any planning permission given. You, as the competent authority, should ensure conditions are sufficiently robust to ensure that the mitigation measures can be fully implemented and are enforceable in perpetuity and therefore provide a sufficient degree of certainty to pass the Habitats Regulations.

Other Advice

In addition, Natural England would advise on the following issues.

The Mens and Ebernoe Common SACs

The proposal is located within the 6.5km zone for both above mentioned designated sites, designated for their species of Barbastelle and Bechstein's bat. It is noted that the submitted Preliminary Ecological Appraisal has outlined a package of avoidance and mitigation measures (retaining hedgerows, sensitive lighting), as well as enhancement opportunities, to prevent impact to the designated sites.

Natural England can confirm that it is satisfied with the mitigation proposed, however we recommend that the information is captured within a Habitats Regulations Assessment and secured in perpetuity.

Final Comments

Please note that if your authority is minded to grant planning permission contrary to the advice in this letter, you are required under Section 28I (6) of the Wildlife and Countryside Act 1981 (as amended) to notify Natural England of the permission, the terms on which it is proposed to grant it and how, if at all, your authority has taken account of Natural England's advice. You must also allow a further period of 21 days before the operation can commence.

Further general advice on consideration of protected species and other natural environment issues is provided at Annex A.

If you have any queries relating to the advice in this letter please contact me on Sophie.Moore@naturalengland.org.uk.

We would not expect to provide further advice on the discharge of planning conditions or obligations attached to any planning permission.

Should the proposal change, please consult us again.

Yours faithfully

Sophie Moore
Lead Advisor- Sustainable Development Team

Annex A – Additional advice

Natural England offers the following additional advice:

Landscape

Paragraph 174 of the National Planning Policy Framework (NPPF) highlights the need to protect and enhance valued landscapes through the planning system. This application may present opportunities to protect and enhance locally valued landscapes, including any local landscape designations. You may want to consider whether any local landscape features or characteristics (such as ponds, woodland, or dry-stone walls) could be incorporated into the development to respond to and enhance local landscape character and distinctiveness, in line with any local landscape character assessments. Where the impacts of development are likely to be significant, a Landscape & Visual Impact Assessment should be provided with the proposal to inform decision making. We refer you to the Landscape Institute Guidelines for Landscape and Visual Impact Assessment for further guidance.

Best and most versatile agricultural land and soils

Local planning authorities are responsible for ensuring that they have sufficient detailed agricultural land classification (ALC) information to apply NPPF policies (Paragraphs 174 and 175). This is the case regardless of whether the proposed development is sufficiently large to consult Natural England. Further information is contained in GOV.UK guidance Agricultural Land Classification information is available on the Magic website on the Data.Gov.uk website. If you consider the proposal has significant implications for further loss of 'best and most versatile' agricultural land, we would be pleased to discuss the matter further.

Guidance on soil protection is available in the Defra Construction Code of Practice for the Sustainable Use of Soils on Construction Sites, and we recommend its use in the design and construction of development, including any planning conditions. For mineral working and landfilling separate guidance on soil protection for site restoration and aftercare is available on Gov.uk website. Detailed guidance on soil handling for mineral sites is contained in the Institute of Quarrying *Good Practice Guide for Handling Soils in Mineral Workings*.

Should the development proceed, we advise that the developer uses an appropriately experienced soil specialist to advise on, and supervise soil handling, including identifying when soils are dry enough to be handled and how to make the best use of soils on site.

Protected Species

Natural England has produced standing advice[1] to help planning authorities understand the impact of particular developments on protected species. We advise you to refer to this advice. Natural England will only provide bespoke advice on protected species where they form part of a Site of Special Scientific Interest or in exceptional circumstances.

Local sites and priority habitats and species

You should consider the impacts of the proposed development on any local wildlife or geodiversity sites, in line with paragraphs 175 and179 of the NPPF and any relevant development plan policy. There may also be opportunities to enhance local sites and improve their connectivity. Natural England does not hold locally specific information on local sites and recommends further information is obtained from appropriate bodies such as the local records centre, wildlife trust, geoconservation groups or recording societies.

Priority habitats and Species are of particular importance for nature conservation and included in the England Biodiversity List published under section 41 of the Natural Environment and Rural Communities Act 2006. Most priority habitats will be mapped either as Sites of Special Scientific Interest, on the Magic website or as Local Wildlife Sites. List of priority habitats and species can be

[1] https://www.gov.uk/protected-species-and-sites-how-to-review-planning-proposals

found here[2]. Natural England does not routinely hold species data, such data should be collected when impacts on priority habitats or species are considered likely. Consideration should also be given to the potential environmental value of brownfield sites, often found in urban areas and former industrial land, further information including links to the open mosaic habitats inventory can be found here.

Ancient woodland, ancient and veteran trees
You should consider any impacts on ancient woodland and ancient and veteran trees in line with paragraph 180 of the NPPF. Natural England maintains the Ancient Woodland Inventory which can help identify ancient woodland. Natural England and the Forestry Commission have produced standing advice for planning authorities in relation to ancient woodland and ancient and veteran trees. It should be taken into account by planning authorities when determining relevant planning applications. Natural England will only provide bespoke advice on ancient woodland, ancient and veteran trees where they form part of a Site of Special Scientific Interest or in exceptional circumstances.

Environmental gains
Development should provide net gains for biodiversity in line with the NPPF paragraphs 174(d), 179 and 180. Development also provides opportunities to secure wider environmental gains, as outlined in the NPPF (paragraphs 8, 73, 104, 120,174, 175 and 180). We advise you to follow the mitigation hierarchy as set out in paragraph 180 of the NPPF and firstly consider what existing environmental features on and around the site can be retained or enhanced or what new features could be incorporated into the development proposal. Where onsite measures are not possible, you should consider off site measures. Opportunities for enhancement might include:

- Providing a new footpath through the new development to link into existing rights of way.
- Restoring a neglected hedgerow.
- Creating a new pond as an attractive feature on the site.
- Planting trees characteristic to the local area to make a positive contribution to the local landscape.
- Using native plants in landscaping schemes for better nectar and seed sources for bees and birds.
- Incorporating swift boxes or bat boxes into the design of new buildings.
- Designing lighting to encourage wildlife.
- Adding a green roof to new buildings.

Natural England's Biodiversity Metric 3.1 may be used to calculate biodiversity losses and gains for terrestrial and intertidal habitats and can be used to inform any development project. For small development sites the Small Sites Metric may be used. This is a simplified version of Biodiversity Metric 3.1 and is designed for use where certain criteria are met. It is available as a beta test version.

You could also consider how the proposed development can contribute to the wider environment and help implement elements of any Landscape, Green Infrastructure or Biodiversity Strategy in place in your area. For example:

- Links to existing greenspace and/or opportunities to enhance and improve access.
- Identifying opportunities for new greenspace and managing existing (and new) public spaces to be more wildlife friendly (e.g. by sowing wild flower strips)
- Planting additional street trees.
- Identifying any improvements to the existing public right of way network or using the opportunity of new development to extend the network to create missing links.
- Restoring neglected environmental features (e.g. coppicing a prominent hedge that is in poor condition or clearing away an eyesore).

[2] http://webarchive.nationalarchives.gov.uk/20140711133551/http:/www.naturalengland.org.uk/ourwork/conservation/biodiversity/protectandmanage/habsandspeciesimportance.aspx

Natural England's Environmental Benefits from Nature tool may be used to identify opportunities to enhance wider benefits from nature and to avoid and minimise any negative impacts. It is designed to work alongside Biodiversity Metric 3.1 and is available as a beta test version.

Access and Recreation
Natural England encourages any proposal to incorporate measures to help improve people's access to the natural environment. Measures such as reinstating existing footpaths together with the creation of new footpaths and bridleways should be considered. Links to other green networks and, where appropriate, urban fringe areas should also be explored to help promote the creation of wider green infrastructure. Relevant aspects of local authority green infrastructure strategies should be delivered where appropriate.

Rights of Way, Access land, Coastal access and National Trails
Paragraphs 100 and 174 of the NPPF highlight the important of public rights of way and access. Development should consider potential impacts on access land, common land, rights of way and coastal access routes in the vicinity of the development. Consideration should also be given to the potential impacts on the any nearby National Trails. The National Trails website www.nationaltrail.co.uk provides information including contact details for the National Trail Officer. Appropriate mitigation measures should be incorporated for any adverse impacts.

Biodiversity duty
Your authority has a duty to have regard to conserving biodiversity as part of your decision making. Conserving biodiversity can also include restoration or enhancement to a population or habitat. Further information is available here.

motion

Appendix G

Details of Danefold Farm Scheme

DANEFOLD FARM WATER OFFSETTING SCHEME V2.0

This statement has been prepared for xxxxx (the Developer) by Farnagates Services Limited who are installing a water offsetting scheme at Danefold Farm ("The Farm"), Danefold House, Littleworth Lane, Horsham RH13 8NA. The statement forms part of the Developer's Water Neutrality Report and addresses the offsetting measures proposed.

The Developer is participating in the scheme alongside 3 other developers and has been allocated xxxx credits in the scheme based on their offsetting requirement for this application and or others. The number of credits required for this application are set out in the preceding water budget. One credit is equivalent to offsetting 1 litre of water per day. The table below lists all four developers and their allocation together with any planning reference to which the credits have already been applied.

Developer	Planning Reference if Available	Credits
Norfolk Square Limited	CDC - 22/00618/FUL (1,632)	1,632
		489
		6,120
		3,792
	TOTAL ALLOCATED	12,033
	REMAINING CREDITS (SURPLUS)	335

The principles of this offsetting scheme have already been accepted by Natural England under CDC application number 22/00618/FUL (see Appendix C).

FARM BACKGROUND

The Farm is located within the Sussex North Water Resource Zone and is on a metered supply. For logistical reasons it also draws two additional supplies from a neighbouring property (Lancasters Farm, Littleworth Lane, Partridge Green, Horsham, RH13 8EJ). Both supplies from the neighbouring property are metered before entering the Farm and are fed from the SW mains supply to Lancasters. Details of meter readings form the 3 supplies are shown below and evidence provided in Appendix A together with prove of the mains supply to Lancasters Farm.

Current Water Consumption		m3
Meter 1 (Southern Water Meter Number 09118780)		
	Installed 23/03/2021	0
	Read 15/12/2022	7,999
	Number of days between readings 632	7,999
	Average daily consumption	12.66
Meter 163 (Metered supply from neighbouring property which is supplied from SW meter number xxx)		
	Read 16/05/2020	2
	Read 04/02/2023	504
	Number of days between readings 994	502
	Average daily consumption	0.51
Meter 378 (Metered supply from neighbouring property which is supplied from SW meter number xxx)		
	Read 16/05/2020	15
	Read 04/02/2023	31
	Number of days between readings 994	16
	Average daily consumption	0.02
	TOTAL Average daily consumption	13.2
	TOTAL Average annual consumption	4,810

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Outlook

Section 106 Agreement - Ryecroft Lane, Storrington RH20 4PA

From Claire.Browne <Claire.Browne@horsham.gov.uk>
To 'Victoria Charlesson' <victoria.charlesson@moorebarlow.com>
Cc Amanda.Wilkes <Amanda.Wilkes@horsham.gov.uk>; Samantha.Whitlock <Samantha.Whitlock@horsham.gov.uk>; Adrian.Smith <Adrian.Smith@horsham.gov.uk>

Dear Victoria

Thank you for confirming that the only way in which the WNS had been amended was by the population of the table setting out to which developers water credits in the scheme had been allocated. As agreed, we will use the original approved WNS for the purposes of the s.106 Agreement and append this email string comprising yours containing the table of Water Credit information and mine (this one) setting out the agreed approach.

Kind regards

Claire Browne
Principal Planning Lawyer

Telephone: 01403 215484
Email: Claire.Browne@horsham.gov.uk

Horsham District Council 50 YEARS

Horsham District Council, Parkside, Chart Way, Horsham, West Sussex RH12 1RL
Telephone: 01403 215100 (calls may be recorded) www.horsham.gov.uk Chief Executive: Jane Eaton

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From: Victoria Charlesson <victoria.charlesson@moorebarlow.com>
Sent: 26 February 2025 16:23
To: Claire.Browne <Claire.Browne@horsham.gov.uk>
Cc: Samantha.Whitlock <Samantha.Whitlock@horsham.gov.uk>; Amanda.Wilkes <Amanda.Wilkes@horsham.gov.uk>; Adrian.Smith <Adrian.Smith@horsham.gov.uk>
Subject: RE: s106 Ryecroft Lane [BRS-DMS.FID3332866]

Dear Claire

In terms of your queries on the WNS, this was only updated because you asked for the insertion of the table on the previous one (please see attached email). It's the same scheme etc.

I've attached the original WNS which my client would be happy to have annexed to the agreement, and if you would like we could annex the table which I have taken from the updated document dated 19-02-25 as a separate appendix or as a standard alone page within the appendix. They are not seeking to change the scheme, just provide the Council with the information they require for the water neutrality scheme.

Developer	Planning Reference if Available	Credits
Norfolk Square Limited	CDC - 22/00618/FUL	1,632
Brent Dowson	HDC - TBC	489
Earlswood homes holdings limited	HDC - DC/22/1428	1,379
Earlswood homes holdings limited	HDC - DC/24/0069	2,966
Earlswood homes holdings limited	Contracted but not yet allocated	1,775
Michael Lowdell	HDC - Crescent Place, Storrington Road	244
Marcel Hoad et al	HDC - DC/21/0057	1,424
Laura Christian	CDC - 23/02097/HRA	207
Martin Grant Homes	CDC - 20/01617/OUT	2,251
	TOTAL CURRENTLY ALLOCATED	12,367
	REMAINING CREDITS (SURPLUS)	1

Kind regards

Victoria

Victoria Charlesson
Senior Associate

For and on behalf of Moore Barlow LLP
Gateway House, Tollgate, Chandler's Ford, Eastleigh SO53 3TG
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The Farm supply also feeds the main house with two current occupants and a 2-bedroom holiday cottage constructed in the last 3 years for which we have conservatively used a 100% occupancy of 4 people.

For the main house and holiday cottage the regional average consumption rate of 135 l/p/d has been used to calculate consumption. Photographs of the existing fittings in the Main House have been included in Appendix B to demonstrate that these are in good working order and modern. Arguably a figure of 110 l/p/d could have been used for the holiday cottage as it would have been required to meet the 110 l/p/d building regulations requirement when it was constructed. The Farm only consumption based on the readings from the 3 meters is calculated in the table below by deducting the consumption of the two residential units.

Average consumption per day m3	13.2
Average consumption per annum m3	4,810
Non-Farm Consumption Deductions	
Main house consumption p.a (2 people @ region average 135 Lppd)	99
2 Bed holiday cottage 100% occupancy (4 people @ 135 Lppd)	197
Farm consumption available for offsetting p.a. (m3)	4,514
Farm consumption available for offsetting p.d. (L) i.e. Credits available	12,368

While the consumption of the Farm is based on deducting estimates of the main house and holiday cottage from the meter reading, even were these higher the current allocation of credits leaves a surplus of 335 l/d which is equivalent to the consumption of 2.5 more occupants.

Proposed Offsetting Scheme

As stated above, the principles of this offsetting scheme have already been accepted by Natural England under CDC application number 22/00618/FUL (see Appendix C). That application was for a smaller capacity and provided the potential to save 1,343m3 per year of which 22/00618/FUL required 596m3 p.a. leaving a surplus saving of 747m3 p.a. This proposal increases the capacity of the original scheme using the same rainwater harvesting methods to 4,514 m3 p.a. or 12,368 l/d (Credits).,

The offsetting scheme can serve multiple developments achieving planning over several months and even years. Guidance is required from Natural England and the relevant LPA's as to whether the full water saving can be "turned on" as soon as the measures are completed for the first development or whether they need to be turned on gradually as each development benefitting from the scheme requires it. Logic would say that for the benefit of protecting the habitats of concern the sooner the measures are implemented the better, but guarantees would be required from the relevant authorities to protect the credits.

The original offsetting scheme (under 22/00618/FUL) set out a new rainwater harvesting system on existing barns and cattle sheds including a new 30m3 storage tank to replace an existing defunct tank, new and upgraded guttering, a 1,000 m3 storage and collection pond of 800m2 collectable area and associated pumps, filters and pipes.

This increased capacity proposal includes all the elements above with the following additions:

1. Storage pond capacity and collectible area increased.
2. Inclusion of 4 further existing ponds into the scheme to further increase storage and rain water/surface runoff collection area
3. Replacement of the existing above ground trough supply system with buried pipes to prevent cattle damage and leakage.
4. Solar powered pumps to transfer water to the main storage pond and supply the trough network.
5. Sensitive dredging of existing ponds where necessary.
6. Reduction in the size of the storage tank at the barns to 20m3 and connecting it to the storage pond to utilise the greater capacity available there.

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7. Relocating the storage pond and providing a wetland zone around it to improve biodiversity.

The ongoing maintenance of the rainwater harvesting system or other subsequent water reduction measures will be in the direct interest of the farm given the money saving involved and therefore will be the responsibility of the farmer. It is anticipated that these measures will be required until Southern Water have implemented an alternative water supply source (see paragraphs 28 and 29 of Sussex North Water Neutrality Study: Part C Mitigation Strategy as endorsed by NE see Appendix D). For the purposes of this statement, we assume this will be for the plan period up to 2038/2039 as per the NE endorsed Part C report.

Farm Background

The Farm is some 80 Ha and currently has 270 head of cattle (see Appendix XX). These are split approximately 50/50 between young and mature. Typically, non-dairy mature cattle will consume 40 litres of water per day and young cattle 20 litres per day. The cattle consume some 9m3 per day with the remaining consumption of 4m3 being used for washing down and leakage. As discussed belowfore due the water supply pipes running over land these are frequently damaged by cattle with leaks going undetected.

The Farm has a cattle shed and adjacent barn with a combined roof area of 1,193m2. The shed is used to house cattle over the winter months from October to March. Currently, water for watering is sourced from the mains supply. The farm has an existing, defunct rainwater harvesting system comprising a small galvanised tank and a currently cracked and defunct plastic tank of about 25,000l capacity that was once used for trough filling. The guttering on the shed and barn are inadequate and in a poor state of repair.

A network of cattle toughs is supplied from the mains (either the farm's direct mains supply or via two metered connections from a neighbouring farm) to water cattle in the fields or in the sheds.

The pipe network supplying watering troughs is above ground and prone to damage by cattle and farm vehicles. As a result, the Farm suffers significant leakage problems.

Proposed Scheme

The proposed scheme extends the one accepted by Natural England under CDC application 22/00618/FUL by extending the rainwater collection and storage capacity by connecting to an existing network of ponds. This also has the benefit of significantly increasing drought resilience of the system.

As in the original scheme, a new storage pond will be constructed the surface area of which will be increased to 2,247m2 with a subsequent volume increase to 2,696m3. The pond has been relocated to allow greater field run-off, to accommodate the increased size and to provide a better opportunity for landscape improvement and biodiversity.

The pond will be constructed with advice from The Sussex Wildlife Trust with whom the farm has a strong working relationship. It will include a wetland buffer zone and appropriately graded banks to encourage biodiversity and make it an attractive addition to the landscape.

The pond will be for "reasonable agricultural purposes" (the watering of livestock and reducing the farm business's overheads) and therefore does not require planning permission or prior consent (see Appendix E).

Solar pumps will be used to transfer water from 4 other existing supply ponds to the storage pond. If required, the existing ponds will be sensitively dredged as part of the works and as part of an ongoing maintenance programme to ensure capacity is maintained.

Unlike the previous scheme, the existing surface run pipework supplying watering troughs will be replaced with underground pipes. Significantly reducing leakage which is currently a major consumer of water.

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A network of trough hydrants (see Appendix F) will be installed which will allow the farmer to use drag troughs that can be readily moved around fields and plugged into different hydrants. These offer advantages for a herd that is entirely grass fed. In a traditional fixed trough system damage is done to the grass around them. Moveable troughs all but eliminate this and maintain the health of the pasture.

A solar powered pump at the storage pond will supply the hydrant network.

As in the original scheme the storage pond will also be fed from the tank overflow that takes water from the shed and barn guttering. It's likely that this tank will be reduced in size from 30,000l to 20,000l as it's only used in winter and there will be a return connection from the storage pond that can be used to top it up if necessary. The works will replace and upgrade the guttering of the barns and install filtering and UV light treatment for the tank stored water.

Sizing of the Rainwater Harvesting System

Meter readings show that the farm currently consumes an average of 12.38 m3 per day. To account for 35 drought days a minimum storage capacity of 433m3 is required. The water collection and storage of the proposed system is set out below.

Southern Water's Long Term Average Rainfall Table (Appendix G) shows the long-term average rainfall in the region. This is more accurate than the generic figure for the south east as it is specific to the supply area. It also provides a monthly breakdown allowing separate figures to be used for summer and winter periods providing a more accurate model.

Water Collection	m2	m3
Barn and Cowshed Roof Area (m2)	1,193	
New Storage Pond (m2)	2,247	2,696
Pond 1 (m2)	106	53
Pond 2 (m2)	455	364
Pond 3 (m2)	993	794
Pond 4 (m2)	2,550	2,040
Total Collection and Storage	7,544	5,948
Southern water long term average p.a. (mm)	782	
Collectable rainwater p.a. discounted by 20% for losses (L)	4,721,337	
Potential Rainwater that could be used for offsetting L/d	12,935	
Surplus water collected l/d	567	
Storage Volume All Ponds m3		5,948

The figures above exclude surface run-off which on clay soil would be significant. The ponds are also fed by a network of ditches used to drain the surrounding land and carry excess water from a number of other ponds. The additional flows into the pond will offset any additional losses to evaporation.

The total storage capacity of the system is significantly higher than the 35-day drought requirement and would theoretically provide 1.3 years of water.

The proposed system produces a daily surplus over and above the existing farm consumption and means that the farm can become independent of mains supply although this will remain connected to continue supplying the residential units and as an emergency backup in case of temporary pump failure.

Replacing the existing surface run pipework with underground pipes will significantly reduce leakage and further increase the surplus capacity of the system. Any emergency use of mains supply will be more than offset by the leakage reduction and the surplus collection.

SUMMARY

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The proposed offsetting scheme is based at a farm in the water supply zone with a proven average consumption of 12,368l per day derived from the mains supplies. The offsetting scheme will reduce mains demand by 12,368 l per day equivalent to 4,514m3 annually. The supporting figures have significant robustness and a storage capacity well in excess of a standard 35-day drought period.

By utilising existing natural features, the scheme removes the need for extensive construction and also provides additional benefits in reducing surface water run-off, biodiversity gains (wetland) and money savings for the farmer.

The methods used to implement the rainwater harvesting have already been accepted by NE.

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APPENDIX A – EVIDENCE OF EXISTING CONSUMPTION



Meter Reading 15/12/2022. Meter Number 09118780

A redacted Southern Water estimate bill (shown overleaf) for meter number 09118780 confirming the installation date of 21/03/2021 and that the meter had a zero reading on that date. The estimated readings on the bill are completely inaccurate. A non-redacted bill has been provided to CDC under separate confidential cover.

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WATER for LIFE Southern Water

Visit our website for live chat or to log into your account
southernwater.co.uk/help

0330 303 0277
Weekdays - 8am to 7pm
Saturday - 8.30am to 2pm

[redacted]

Your customer number

Your payment reference

Dear [redacted]

Here's your latest bill based on the meter reading we estimated on 10 March 2022. You currently pay by Direct Debit, so you don't need to do anything – your payments will be taken automatically.

[redacted]

Water

Period: 18 September 2021 to 10 March 2022

[redacted]

Wastewater

Southern Water only supplies your water – we don't take wastewater away from your property.

So, you don't receive any wastewater charges from us.

Standing Charge
This covers essential service costs such as sending bills, collecting payments and dealing with enquiries.

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Meter number		Latest reading	Previous reading	Water used
Old	88084327	6,912.80 Estimated 22 Mar 2021	6,912.20 Estimated 16 Mar 2021	0.60 m³
New	9118780	20.60 Estimated 17 Sep 2021	0.00 Read 23 Mar 2021	20.80 m³

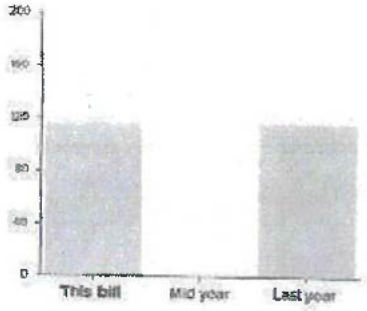
IGNORE ESTIMATES AS NOT CORRECT

Your account summary

[redacted]

Your water use

Over the last six months your household used an average of [redacted] litres a day
You're using £0.23 of water a day on average.



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APPENDIX B – MAIN HOUSE WATER FITTINGS











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APPENDIX C – NATURAL ENGLAND'S APPROVAL OF SCHEME UNDER 22/00618/FUL

[INSERT PDF]

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APPENDIX D – NATURAL ENGLAND'S ENDORSEMENT OF SUSSEX WATER NEUTRALITY STUDY: PART C MITIGATION STRATEGY

Natural England's endorsement of Sussex North Water Neutrality Study: Part C – Mitigation Strategy, Final Report, 23 November 2022

Natural England endorses the mitigation strategy described in the above report. Natural England has previously advised the relevant Local Planning Authorities (LPAs) that development in the area served by the Pulborough abstraction must not add to potential adverse impact on habitat at Amberley Wild Brooks Site of Special Scientific Interest (SSSI), Pulborough Brooks SSSI and Arun Valley Special Protection Area (SPA), Arun Valley Special Area of Conservation (SAC) and Arun Valley Ramsar site by requiring increased abstraction. As described within the report, one way in which this can be achieved is by making development within the impacted area water neutral, the definition of this term is laid out below:

"For every new development, 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."

The proposals put forward by the mitigation strategy are: reducing water demand through defined water efficiency requirements for new development, water company demand management delivery and an LPA-led offsetting scheme.

If properly implemented, these proposals can provide sufficient certainty that those developments which would potentially place additional demands on existing water use in the area served by the Pulborough abstraction, collectively identified in the respective Local Plans, will be water neutral and will therefore not add to the potential adverse effects on the habitats of the Arun Valley in this respect, either alone or in combination.

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APPENDIX E – SDNP GUIDANCE TO FARMS – PERMITTED DEVELOPMENT RIGHTS

[INSERT PDF]

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APPENDIX F – PROVISIONAL LAYOUT INCLUDING TROUGH NETWORK

[INSERT PDF]

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APPENDIX G -- LONG TERM AVERAGE RAINFALL IN THE REGION

The table below is available on Southern Water's website (https://www.southernwater.co.uk/water-for-life/regional-rainfall) and shows the long-term average rainfall in the region. This is more accurate than the generic figure for the SE as it is specific to the supply area. It also provides a monthly breakdown allowing separate figures to be used for summer and winter months providing a more accurate model.



Rainfall per month

Month	Long term average	Actual rainfall
January 2021	84.2 mm	112.3 mm
February 2021	79.1 mm	62.9 mm
March 2021	54.7 mm	89.6 mm
April 2021	58.2 mm	5.4 mm
May 2021	52.0 mm	96.1 mm
June 2021	52.8 mm	98.9 mm
July 2021	50.4 mm	77.8 mm
August 2021	49.5 mm	53.0 mm
September 2021	56.0 mm	42.1 mm
October 2021	62.2 mm	157.9 mm
November 2021	96.1 mm	15.1 mm
December 2021	89.1 mm	44.7 mm
January 2022	84.2 mm	27.2 mm
February2022	79.1 mm	50.4 mm
March 2022	54.7 mm	42.7 mm

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Appendix H

Danefold Farm Water Credit Contract

WATER CREDIT CONTRACT

CONTRACT DETAILS

AGREEMENT DATE: 15/6/2023

Developer	EARLSWOOD HOMES HOLDINGS LIMITED (No. 06130321)
Developer's address	The Old Mill, Kings Mill, Kings Mill Lane, South Nutfield, Surrey, RH1 5NB [redacted]
Farnagates	FARNAGATES SERVICES LIMITED (No. 05441226)
Farnagates' address	Farnagates House, Billingshurst Road, Wisborough Green, West Sussex, RH14 0DZ [redacted]
Proprietors	[redacted]
Proprietors' Address	Danefold Farm' Danefold House, Littleworth Lane, Horsham, RH13 8NA (Farm).
Number of Water Credits	6,120
Reservation Fee	£26,010.00
Costs Fee	£350 (already paid by the Developer)
Credit Fee	£17 for each Developer Water Credit.
Proprietor Fee	£13 for each Developer Water Credit *less* the Implementation Costs.
Farnagates Fee	£4 multiplied by the Number of Water Credits.
Signed on behalf of the Developer **Date of Signature:**	[redacted]
Signed on behalf of Farnagates **Date of signature:**	
Signed on behalf of the Proprietors **Date of signatures:**	

By signing above, each party agrees to be bound by this agreement Details above and the Terms and Conditions below.

Terms and Conditions

1. Interpretation

1.1 Definitions:

Decision Notice: a decision letter issued by the Local Planning Authority or in respect of an appeal by Inspector of the Secretary of State, granting Planning Approval

Development Costs: the cost of provision of the Measures, estimated as £57,000 (fifty seven thousand pounds) in respect of the Measures in Part 1 and £50,000 (fifty thousand pounds) in respect of the Measures in Part 2 of Schedule 1.

Developer Water Credit: each Water Credit referenced in a Planning Approval

Implementation Costs: the Pro-Rata Proportion of the costs incurred by Farnagates in implementing the Measures, to the extent that it used all reasonable endeavours to obtain the best price for them while ensuring that the quality and timeline of the Measures is achieved.

Measures: the measures described in Schedule 1.

Net Credit Fee: in relation to each Planning Approval, the difference between the Credit Fee payable in respect of the applicable Developer Water Credits and the same percentage of the Reservation Fee as those Developer Water Credits bear to the Number of Credits.

Other Agreements: each other agreement the same as or similar to this agreement in respect of Water Credits to which Farnagates, the Proprietors and a third-party developer is party.

Planning Application: any planning application made by the Developer in respect of land in the SNWRZ requiring an Undertaking which utilises Developer Water Credits.

Planning Approval: any planning approval granted pursuant to a Planning Application.

Pro-Rata Proportion: the percentage of the total Number of Water Credits of the Sharing Parties represented by the Number of Water Credits.

Sharing Parties: the Developer and each developer party to the Other Agreements.

SNWRZ: the Sussex North Water Resource Zone.

Undertaking: any unilateral undertaking, section 33 agreement, or section 106 agreement and any other documentation that the Developer is required to provide by the applicable local planning authority to provide as a condition to the Planning Approval.

Water Credit: one litre of water per day attributable to the Farm and qualifying as a 'water credit' for the purposes of the Planning Approval achieving water neutrality requirements in the SNWRZ as specified by Natural England and the Local Planning

Authority and either using the term 'water credit' or 'litres per day to be offset' or similar term.

1.2 Interpretation:

(a) A reference to legislation or a legislative provision:

(i) is a reference to it as it is in force as at the date of this agreement; and

(ii) shall include all subordinate legislation made as at the date of this agreement under that legislation or legislative provision.

(b) 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.

(c) A reference to **writing** or **written** includes email.

2. Commencement and term

This agreement shall commence on the Agreement Date and shall continue, unless terminated earlier in accordance with its terms, until expiry of the last Undertaking to which the Developer Water Credits relate.

3. Farnagates Obligations

3.1 In consideration of the Reservation Fee and subject to receipt by Farnagates of such amounts in respect of Credit Fees (whether under this agreement or the Other Agreements) as shall mean that the aggregate amount received by Farnagates under this agreement (excluding Costs Fees) and the Other Agreements exceeds the aggregate of the Development Costs for the Measures in Part 1 of Schedule 1 and the Farnagates Fee, Farnagates shall complete those measures by as soon as practicable after the Agreement Date.

3.2 Subject to Farnagates receiving such amounts in respect of Credit Fees (whether under this agreement or the Other Agreements) as shall mean that the aggregate amount received by Farnagates under this agreement excluding Costs Fees and the other Costs (**Funding Amount**) exceeds the aggregate of the Development Costs and the Farnagates Fee, Farnagates shall complete the measures detailed in Part 2 of Schedule 1 as soon as practicable after such receipt.

3.3 If an Other Agreement is terminated and/or it is reasonably likely that there will be a shortfall between the aggregate Number of Water Credits and the aggregate number of Developer Water Credits, each under this agreement and all of the Other Agreements at any time, Farnagates and the Proprietors shall be entitled to enter into additional Other Agreements to ensure that all of the Water Credits are converted to Developer Water Credits (under this agreement and all of the Other Agreements). Farnagates shall take all reasonable steps to enter into such additional Other Agreements as are required from

time to time to ensure that all of the Water Credits are converted to Developer Water Credits.

3.4 If, despite Farnagates fulfilling its obligations under clause 3.3, there is a shortfall between the aggregate of the Development Costs and the Farnagates Fee and the Funding Amount, the Developer agrees as soon as reasonably practicable to pay to Farnagates:

(a) such part of the shortfall as is agreed between the Sharing Parties; and

(b) in the absence of agreement, the Pro-Rata Proportion of the shortfall amount,

and such payment shall be treated as Reservation Fee for the purposes of this agreement and the Developer shall be entitled to the increase in the Number of Water Credits which is proportional to that payment.

3.5 Subject to receipt by Farnagates of funds equalling or exceeding the aggregate of the Development Costs and the Farnagates Fee as contemplated by the preceding provisions of this clause 3, Farnagates undertakes to:

(a) complete the Measures to ensure (to the extent relevant to the Measures) compliance with each Undertaking; and

(b) provide all assistance reasonably required by the Developer in relation to each Planning Application including in relating to supporting documentation for its water budget.

3.6 On grant of each Planning Approval in the three years following the Agreement Date and subject to the provisions of clause 6.1, Farnagates undertake to allocate a sufficient number of Water Credits to be Developer Water Credits to meet the requirements of that Planning Approval provided that the aggregate number of Developer Water Credits shall not exceed the Number of Credits.

3.7 Farnagates agrees to be party (and to use its best endeavours to procure that any relevant third party be party) to an Undertaking if the relevant local planning authority so requires in relation to the Developer's proposed scheme of mitigation and any works and/or ongoing maintenance. For the avoidance of doubt Farnagates will not be responsible for the ongoing maintenance of the Measures.

4. Proprietors Obligations

4.1 The Proprietors agree to maintain the Measures in accordance with the Planning Approval and the Undertakings for the applicable periods of time specified in them provided these are the same as or not materially more onerous than the requirements set out in Schedule 2.

4.2 If the Proprietors do not meet their obligations under clause 4.1, each of relevant Local Planning Authority, Developer and Farnagates shall be entitled to such access to the Farm as is required to maintain the Measures in accordance with the Planning Approval

and the Undertakings for the periods of time specified in them, provided that neither shall not as a result knowingly take any act which would put the Proprietors in breach of their obligations in relation to the Farm.

4.3 The Proprietors agree to:

(a) be party (and to procure that any relevant third party be party) to an Undertaking if the relevant local planning authority so requires in relation to the Developer's proposed scheme of mitigation and any works and/or ongoing maintenance provided the terms are not materially more onerous than those shown in Schedule 2 or as otherwise agreed.

(b) apply to the Land Registry for such restrictions against the title of the Farm as are necessary to ensure that the Proprietors' obligations under this clause 4 bind any successors in title of the Proprietors.

5. Developer obligations

5.1 The Developer shall:

(a) co-operate with Farnagates and the Proprietors in all matters relating to the Developer Water Credits;

(b) provide, in a timely manner, such information as Farnagates may require, and ensure that it is accurate and complete in all material respects.

6. Charges and payment

6.1 The Developer shall pay the following amounts to Farnagates in accordance with this clause 6:

(a) On signature of this agreement, the Reservation Fee; and

(b) On receipt of a Decision Notice in relation to the first Planning Approval, the Net Credit Fee in respect of the Water Credits referred to in the Undertaking associated with that Planning Approval; and

(c) On receipt of a Decision Notice in relation to the second Planning Approval, the Net Credit Fee in respect of the Water Credits referred to in the Undertaking associated with that Planning Approval; and

(d) Where relevant, on receipt of a Decision Notice in relation to the third Planning Approval, the Net Credit Fee in respect of the Number of Water Credits less the Water Credits allocation to the first and second Planning Approvals.

6.2 Subject to receipt by Farnagates of all sums due under clause 6.1 and completion of the Measures, Farnagates will pay to the Proprietors the Proprietor Fee within seven days of completion of all of the Measures.

8. Termination

8.1 Without affecting any other right or remedy available to it, Farnagates may terminate this agreement with immediate effect by giving written notice to the other parties if:

(a) the Developer commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of seven days after being notified in writing to do so and for the purposes of this clause, a failure to pay on the due date without legitimate cause or without prior agreement with Farnagates shall be a material breach;

(b) the Developer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

(c) the Developer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

8.2 Without affecting any other right or remedy available to it, the Developer may terminate Farnagates' participation in this agreement with immediate effect by giving written notice to Farnagates if:

(a) Farnagates commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of seven days after being notified in writing to do so;

(b) Farnagates takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.

(c) Farnagates suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

8.3 On termination:

(a) of this agreement by Farnagates, the Developer shall immediately pay to Farnagates all sums due and outstanding to Farnagates and shall have no further rights in respect of the Water Credits other than the Developer Water Credits. Farnagates shall be under no obligation to refund any amount paid by the Developer to Farnagates;

(b) of Farnagates' participation in this agreement by the Developer, this agreement shall remain in full force and effect between the Developer and the Proprietors and the Proprietors shall fulfil the obligations of Farnagates and be entitled to any benefits of Farnagates arising under this agreement after termination of Farnagates' participation and Farnagates shall immediately pay all sums due and outstanding to the Proprietors;

(c) any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect; and

8.4 Termination or expiry of this agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this agreement which existed at or before the date of termination or expiry.

9. General

9.1 **Force majeure.** No party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

9.2 **Assignment and other dealings.**

(a) Subject to clause 9.2(b), no party shall assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the other parties' prior written consent, such consent not to be unreasonably withheld or delayed.

(b) The Developer may assign each Developer Water Credit to a third party provided that should the assignment be greater in value that the Credit Fee any surplus shall be distributed equally between the parties to this agreement.

9.3 **Confidentiality.**

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or supplier of another party or of any member of the group to which another party belongs, except as permitted by clause 9.3. For the purposes of this clause 9.3, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying

out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

9.4 Entire agreement.

(a) This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into this agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

9.5 Variation. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.6 Waiver.

(a) A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

9.7 Severance. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 9.7 shall not affect the validity and enforceability of the rest of this agreement.

9.8 Notices.

(a) Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(ii) sent by email to the address specified in in the Contract Details.

(b) Any notice or communication shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; or

(iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 9.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This clause 9.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9.9 **Third party rights.** This agreement does not give rise to any rights under this agreements (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

9.10 **Governing law.** This agreement, and any dispute or claim (including non-contractual disputes or claims) 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 Wales.

9.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Schedule 1 Measures

Part 1

1. Excavate & landscape reservoir/wetland area.
2. Install pond & reservoir pump chambers.
3. Lay & connect MDPE pipework, SWA cable (if at Farnagates' discretion deemed cost effective for a centralised solar system) & trough hydrants as per Figure 1 or as otherwise agreed by Farnagates and the Proprietors.
4. Connect pumps to local solar electrical supply and install appropriate pump controls.

Part 2

1. Replace guttering system on barn and cowshed roofs; and
2. Dredge collection and supply ponds; and
3. Install either a localised or centralised solar and battery system to supply pumps and lighting circuits at barns; or (at Farnagates' option, in substitution for paragraph 4)
4. Lay 225mm drain from barns, install manholes & connect guttering downpipes.

Schedule 2 Maintenance requirements

The text below is extracted from the Universal Undertaking required under planning application DC202607 granted on appeal. It sets out the anticipated wording for the Maintenance Period.

FARM'S COVENANTS RESTRICTIONS AND OBLIGATIONS TO THE COUNCIL

The Farm covenants with the Council so as to bind its interest in the Water Neutrality Land as follows:

1. Subject to paragraph 2 below:
   - 1.1. to implement the Offsite Water Neutrality Measures set out in Water Neutrality Scheme on the Water Neutrality Land;
   - 1.2. to manage and maintain at all times the Offsite Water Neutrality Measures set out in the Water Neutrality Scheme (subject to any minor amendments as may be agreed between the Owner and Council in writing from time to time) for the lifetime of the Development; and
   - 1.3. afford the Council (and its agent) access to the Water Neutrality Land to inspect and assess whether or not the Offsite Water Neutrality Measures set out in the Water Neutrality Scheme have been implemented on the Water Neutrality Land and are being maintained in accordance with the Water Neutrality Scheme provided always that:
     - 1.3.1. the Council, and its agent shall comply fully with the Farm's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and
     - 1.3.2. the Council and its agents shall at all times be accompanied by the Farm or its agent.
2. In the event that the Council approves in writing that the Water Neutrality Scheme is no longer required to be delivered on the Water Neutrality Land to achieve Water Neutrality then the obligations in this Schedule 5 shall determine and cease to have legal effect and the Water Neutrality Land shall no longer be bound by the terms of this deed.

SCHEDULE 5

The Owner Covenants to the Council

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

Monitoring Fee

1. To pay the Monitoring Fee to the Council within 20 Working Days of the grant of Planning Permission pursuant to the Appeal and not to Commence the Development unless and until the Monitoring Fee has been paid in full to the Council.

Water Neutrality

2. Prior to Occupation of the Development, to submit evidence in writing to the Council demonstrating that:

2.1 the On-site Water Reduction Measures in the approved Water Neutrality Statement have been implemented in full and are fully operational at the Application Site, including the specifications and photographs of the installed measures and a Part G water calculator (or equivalent) detailing the resultant surveyed water consumption of the Application Site;

2.2 the Offsetting Measures in the approved Water Neutrality Statement have been implemented in full and are fully operational at the Offsetting Sites, the evidence to include the specifications and photographs of the installed measures at the Offsetting Sites;

2.3 the purchase of 3,708 (three thousand seven hundred and eight) Water Credit Units from the total 12,367 (twelve thousand, three hundred and sixty-seven) generated by the Water Credit Scheme has taken place and that they have been applied to the Development to ensure that it is delivered as Water Neutral;

2.4 the Record has been submitted by the Offsetting Owners pursuant to paragraph 7 of Schedule 6.

3. Not to Occupy the Development until the Council has confirmed in writing that the following are approved, such approval not to be unreasonably delayed or withheld and which shall be issued within 20 (twenty) Working Days of receipt:

3.1 the Onsite Water Reduction Measures in the approved Water Neutrality Statement have been implemented in full at the Application Site pursuant to paragraph 1.1 of this Schedule;

3.2 the Offsetting Measures in the approved Water Neutrality Statement have been implemented in full at the Offsetting Sites pursuant to paragraph 1.2 of this Schedule;

3.3 the 3,708 (three thousand seven hundred and eight) Water Credit Units have been purchased from the Water Credit Scheme and applied to the Development pursuant to paragraph 1.3 of this Schedule.

4. Not to apply any of the Water Credit Units purchased pursuant to paragraph 1.3 of this Schedule 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 Application Site for the purpose of inspecting the On-site Water Reduction Measures and ensuring that the measures are retained as required provided that the Council gives not less than 24 (twenty-four) hours' notice in writing of its intention to inspect the On-site Water Reduction Measures.

6. That in the event that the Application Site or any part of it is transferred, that the transfer contains a direct covenant with the transferee:

6.1 comply with the restrictions and obligations set out in this Agreement;

6.2 maintain and keep in good repair the On-site Water Reduction Measures installed on the Application Site in accordance with the Water Neutrality Statement and this Agreement;

6.3 consent to the entering of the following restriction on the transferee's title to the Application Site at HM Land Registry following the registration of the transfer and shall provide the transferor with all necessary assistance and/or documentation to permit entry of the restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under titled number [....] or their conveyancer that the provisions of clause XX of [Details of the Transfer] have been complied with".

SCHEDULE 6

The Offsetting Site Owners' covenants to the Council

The Offsetting Site Owners covenants with the Council so as to bind its interest in the Offsetting Sites 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 Sites in accordance with the Water Neutrality Statement.

2. To retain the Offsetting Measures for the lifetime of the development and not to remove or replace the Offsetting Measures other than with replacement measures that maintain the saving of 12,367 (twelve thousand three hundred and sixty-seven) Water Credit Units.

3. To maintain and keep in good repair the Offsetting Measures installed on the Offsetting Sites and operate the Water Credit Scheme in accordance with the relevant part of the Water Neutrality Statement and this Agreement at all times.

4. To allow the Council to enter the Offsetting Sites for the purpose of inspecting the Offsetting Measures between the hours of 09:00hrs and 17:00hrs on any Working Day or such hours as are agreed between the Council and the Offsetting Site Owners beforehand and ensuring the measures are operated, retained and maintained as required provided that:

4.1 the Council gives not less than 1 (one) Working Day's notice in writing of its intention to inspect the Offsetting Measures provided always that:

4.1.1 the Council and its agent shall comply fully with the Offsetting Site Owners' reasonable site rules and regulations applicable at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice.

4.1.2 the Council and its agents shall at all times be accompanied by the Offsetting Site Owners or their agent.

5. To notify the Council of any Sale or Transfer of a Water Credit Unit generated as a result of the Offsetting Measures implemented at the Offsetting Sites within 10 Working Days of the date of any such Sale or Transfer.

6. To maintain a record of all Water Credit Units that have been Sold or Transferred ("the Record") specifying to whom they have been Sold or Transferred and the development within the SNWSZ to which they have been applied (whether or not the development is within the Council's administrative area) and to provide a copy of that record to the Council prior to Commencement of the Development.

7. Prior to first Occupation of the Development and then annually for the first 5 (five) years thereafter to submit to the Council a statement setting out, of the total number of Water Credit Units generated by the Water Credit Scheme:

7.1 how many, have been Sold or Transferred;

7.2 to whom they have been Sold of Transferred;

7.3 to which development within the SNWSZ they have been applied whether or not the development falls within the Council's administrative area;

7.4 the balance of Water Credit Units remaining unsold.

8. Not to permit the Sale or Transfer of a Water Credit Unit that has already been allocated to the Development or permit any form of Double Counting.

9. To grant the Council free and unimpeded access to data concerning water usage at the Offsetting Sites from third parties.

10. That, in the event that the Offsetting Sites or any part of it is transferred, the Offsetting Site Owner shall enter into a direct covenant with the transferee such that the transferee is obliged to:

10.1 comply with the restrictions and obligations set out in this Agreement;

10.2 maintain and keep in good repair the Offsetting Measures installed on the Offsetting Sites in accordance with the Water Neutrality Statement and this Agreement;

10.3 consent to the entering of the following restriction on the transferee's title to the Offsetting Land at HM Land Registry following the registration of the transfer and shall provide the transferor with all necessary assistance and/or documentation to permit entry of the restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under titled number [....] or their conveyancer that the provisions of clause XX of [Details of the Transfer] have been complied with".

APPENDIX

Confirmatory Deed

(1) **EARLSWOOD HOMES**

(2) **HORSHAM DISTRICT COUNCIL**

CONFIRMATORY DEED

Section 106 of the Town and Country Planning Act 1990

in respect of

Land at Ryecroft Lane, Storrington, West Sussex, RH20 4PA

THIS CONFIRMATORY DEED is made the day of

BETWEEN:

(1) **EARLSWOOD HOMES HOLDINGS LIMITED** (Company Regn No. 08130321) whose registered office is at 5 Roebuck House, Reigate, Surrey RH2 7ER **("the Appellant")**

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

1. BACKGROUND

1.1. The Site is subject to the Principal Agreement and planning obligations it contain which the parties entered into it on 2025.

1.2. Under the terms of the Principal Agreement, the Owner and the Appellant undertook to ensure that when the Appellant purchased the Application Site that it would enter into a Confirmatory Deed.

1.3. This Confirmatory Deed is required pursuant to Clause 6.1 of the Principal Agreement to enable the Development to be carried out on the Application Site and for the purposes of ensuring that the agreements, covenants and obligations contained in the Principal Agreement are binding on the Owner and the Application Site insofar as they remain to be complied with and relate to the Application Site.

1.4. The Appellant had an option agreement to purchase that part of the Application Site at HM Land Registry under title numbers WSX293999, WSX200677 and WSX214652.from the Council under an option dated 26 October 2021.

1.5. The Appellant had an option agreement to purchase that part of the Application Site registered at HM Land Registry under title number WSX232066 from the Council and Storrington Parish Council under an option dated 26 October 2021.

1.6. The Appellant has acquired those parts of the Application Site from the Council and Storrington Parish Council and is now the legal freeholder of the whole of the Application Site.

1.7. This Confirmatory Deed is supplemental to the Principal Agreement and contains obligations which are planning obligations for the purposes of Section 106 of the Act.

1.8. The Council is the Local Planning Authority for the purposes of the Act and is the local planning authority by whom the planning obligations contained in the Principal Agreement (insofar as they are relevant and application to the Application Site and Development in accordance with the Planning Permission) and this Confirmatory Deed is intended to be made enforceable by the Council against the Owner and the Appellants and to be binding in respect of the Application Site in accordance with this Confirmatory Deed and Principal Agreement.

2. INTERPRETATION

2.1. Save where provided otherwise words and expressions used in this Confirmatory Deed have the meaning assigned in the Principal Agreement.

2.2. For the purposes of this Confirmatory Deed the following words and expressions have the following meanings:

2.3. "Principal Agreement" means the agreement dated 2025 between:

(1) CHICHESTER DIOCESAN FUNDS AND BOARD OF FINANCE; (2) SUSSEX DESIGN AND DEVELOPMENT LIMITED; (3) EARLSWOOD HOMES HOLDINGS LIMITED; (4) OLIVER BENBOW MARTIN; (5) ANTHONY MARTIN; (6) LYNDA JANE MARTIN; LAURA NATALIE HAYTER; and **(7) HORSHAM DISTRICT COUNCIL** pursuant to the Section 106 of the Act relating to Application Site at Ryecroft Lane, Storrington, West Sussex, RH20 4PA.

3. OPERATION OF THIS CONFIRMATORY DEED

3.1. This Confirmatory Deed is supplemental to the Principal Agreement and is made pursuant to section 106 of the Act and any other enabling provisions.

3.2. Each covenant and obligation in this Confirmatory Deed is a planning obligation for the purposes of Section 106 of the act enforceable by the Council against the Owner and any person deriving title in the Application Site and is registrable as a local land charge.

3.3. This Deed shall take effect upon the date hereof.

4. THE OPERATION OF THIS CONFIRMATORY DEED AND THE PRINCIPAL AGREEMENT

4.1. This Confirmatory Deed is executed by the Owner so as to bind and subject their freehold interest in the Application Site (as detailed in the Schedule hereto) to the obligations, covenants and other provisions contained in the Principal Agreement and the Owner agrees that as from the date hereof the obligations and covenants in the Principal Agreement shall be binding on the Application Site pursuant to section 106 of the Act and the said obligations, covenants and undertakings in the Principal Agreement shall be enforceable by the Council not only against the Owner but also against any successors in title or assignees or any person claiming through or under it an interest or estate in the Application Site as if it had been an original covenanting party in respect of the Application Site when the Principal Agreement was entered into.

4.2. The Council covenants with the Owner to perform the obligation, covenants and undertakings on its part contained in the Principal Agreement.

5. REGISTRATION

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

6. RELEASE

6.1. The Owner will upon disposing of the whole or part of the Application Site be released from all obligations and covenants under this Confirmatory Deed and/ or the Principal Agreement in relation to the Application Site or the relevant part thereof (as the case may be) but without prejudice to the rights of the Council in relation to any antecedent breach of those obligations or covenants.

7. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1996

7.1. Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to the Deed and for the avoidance of doubt the terms of this Deed may be varied by Deed between the Parties and the Council without the consent of any such third party.

8. JURISDICTION

8.1. This Deed is governed by and interpreted in accordance with the law of and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

IN WITNESS whereof the parties have executed this Deed and delivered it on the day and year first above written

EXECUTED as a **DEED** by **EARLSWOOD HOMES HOLDINGS LIMITED**
Acting by a 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

SCHEDULE 1

THE SITE

The freehold land defined within the Principal Agreement as all that land