

- (1) BRIAN WILKINSON AND MICHELLE LORRAINE WILKINSON**
- (2) LEEDS BUILDING SOCIETY**
- (3) MARCEL LOUISE HOAD AND ALISON HELEN HOAD**
- (4) ANTHONY MARTIN**
- (5) LYNDA JANE MARTIN**
- (6) OLIVER BENBOW MARTIN**
- (7) LAURA NATALIE HAYTER**
- (8) HORSHAM DISTRICT COUNCIL**

DEED OF DISCHARGE

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

**Land at Angell Sand Pit, Water Lane, Storrington, West
Sussex RH20 4DE**

**Offsetting Land: 1) Land at Lancasters Farm, Littleworth Lane, Partridge Green;
2) Land on the South-East side of Littleworth Lane, Partridge Green;
3) Land on the West Side of Littleworth Lane, Partridge Green,
Horsham, West Sussex**

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

Legal ref: DSM/12712

Planning ref: S106/26/0005 DC/23/2144

Between:

- (1) **BRIAN WILKINSON AND MICHELLE LORRAINE WILKINSON** of 2 Angell Sands, Storrington, Pulborough RH20 4FL (“**the Owners**”)
- (2) **LEEDS BUILDING SOCIETY** (Company Registration No. OC340174) whose registered office is at 26 Sovereign Street, Leeds LS1 4BJ (“**Application Site Mortgagee**”);
- (3) **MARCEL LOUIS HOAD AND ALISON HELEN HOAD** of Birch Corner, Fern Road, Storrington, West Sussex RH20 4LW (“**the Chargees**”);
- (4) **ANTHONY MARTIN** of Danefold House, Littleworth Lane, Partridge Green, Horsham RH13 8NA (“**Offsetting Site Owner 1**”);
- (5) **LYNDA JANE MARTIN** of Danefold House, Littleworth Lane, Partridge Green, Horsham RH13 8NA (“**Offsetting Site Owner 2**”);
- (6) **OLIVER BENBOW MARTIN** of 92 Aldsworth Avenue, Goring By Sea, Worthing BN12 4XE (“**Offsetting Site Owner 3**”);
- (7) **LAURA NATALIE HAYTER** of Hogwood Farm House, The Forestry Road, Plaistow, Billingshurst RH14 0PA (“**Offsetting Site Owner 4**”);
- (8) **HORSHAM DISTRICT COUNCIL** of Albery House, Springfield Road, Horsham, West Sussex RH12 2GB (“**the District Council**”)

together “the Parties”

1. BACKGROUND & RECITALS

Whereas

- 1.1 The District Council is the local planning authority as defined in the Act for the area within which the Application Site and the Offsetting Sites are situated for the purposes of this Deed and for the purposes of section 106 of the Act and is entitled to enforce the planning obligations it contains.
- 1.2 The Owners are the registered proprietors with Title Absolute of land registered at HM Land Registry under title number WSX186262 and described on HM Land Registry as “4 Angell Sands, Storrington, Pulborough” but also known as “Angell Sandpit, Washington Road, Storrington, Pulborough, West Sussex RH20 4DE” being the Application Site.
- 1.3 The Application Site has the benefit of a Restriction on title number WSX186262 recorded in paragraphs 12 and 13 of the Charges Register comprising a Registered Charge dated 12th May 2025.
- 1.4 The Chargees entered into an Option Agreement with the Owners dated 6th April 2023 to acquire land comprising part of the Application Site which is registered at HM Land Registry under title number WSX18626 at paragraphs 9 and 10 of the Charges Register.
- 1.5 The Offsetting Site Owners the registered proprietors with Title Absolute of land registered at HM Land Registry under the following title numbers and being described as:

Tittle Number	Description on Title	Offsetting Site Plan Depiction
WSX404209	Land at Lancasters Farm, Littleworth Lane, Partridge Green	Hatched in blue
WSX422849	Land on the South-East side of Littleworth Lane, Partridge Green	Hatched in blue
WSX227601	Land on the West Side of Littleworth Lane, Partridge Green	Hatched in green

being the Offsetting Site.

- 1.6 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.
- 1.7 Southern Water, supplies drinking water to the Council's administrative area from the SNWSZ.
- 1.8 In September 2021 Natural England released the Position Statement which required that any new development within the SNWSZ be Water Neutral. The Parties agreed to enter into the Original Agreement to secure the required mitigation in order to bind the Application Site and the Offsetting Site and to ensure the Development at the Application Site was Water Neutral.
- 1.9 On 31 October 2025 Natural England issued a withdrawal statement confirming that the Position Statement had been withdrawn following an agreement between Natural England, Southern Water and the Environment Agency that a reduction on the licence cap on water abstraction will ensure with sufficient certainty that development with the SNWSZ would not adversely impact protected Arun Valley habitats.
- 1.10 The Discharge Application to discharge the Original Agreement was made on 6th February 2026 and validated on 18th February 2026.
- 1.11 The Parties have agreed to enter into this Deed to discharge the Original Agreement because the Council has determined that the mitigation and Offsetting Measures secured by the Original Agreement are no longer required.

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Deed:

- 2.1 Words importing the one gender include reference to all the genders.
- 2.2 Words importing the singular include the plural and vice versa.
- 2.3 Words importing persons include companies and corporations and vice versa.
- 2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those.
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation, all their obligations can be enforced against all of them jointly and against each individually.
- 2.6 Any reference to a clause, schedule, paragraph or plan is to a clause, schedule, paragraph or plan in, to or attached to this Agreement, unless expressly stated otherwise.
- 2.7 Any reference to a colour or letter is to a colour or letter on the plans attached to this Agreement.
- 2.8 In the absence of contrary provision, any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.
- 2.9 A reference to writing or written excludes fax and email.
- 2.10 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2.11 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and, in the case of the District Council, the successors to their functions as local planning authority.
- 2.12 The headings are for reference only and shall not affect construction.

3. DEFINITIONS

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

- “Act”** the Town and Country Planning Act 1990 (as amended).
- “Application”** the application ascribed reference number DC/23/2144 and described as: “Variation of condition 1 of previously approved application reference DC/21/0057 (A phased development for the erection of 6no detached houses with associated landscaping, drainage and access improvements to Heather Way at Angell Sandpit, Storrington) to allow the submission of water neutrality information, revised plans in respect of plots 1-3 and revised construction access details. Variation of conditions 3, 5, 6, 10, 12, 13, 16, 17, 18 and 19”.
- “Application Site”** all that land at Angell Sandpit, Washington Road, Storrington, Pulborough, West Sussex RH20 4DE, registered at the Land Registry as “4 Angell Sands, Storrington, Pulborough” and to which the Application relates and identified on the Application Site Plan forming part of the Original Agreement.
- “Development”** the development of the Application Site pursuant to the Planning Permission.
- “Discharge Application”** The application submitted on 6th February 2026 (and allocated reference S106/26/0005) for the purposes of discharging the Original Agreement.
- “Offsetting Site”** the following parcels of land:

Title Number	Description on Title
WSX404209	Land at Lancasters Farm, Littleworth Lane, Partridge Green
WSX422849	Land on the South-East side of Littleworth Lane, Partridge Green
WSX227601	Land on the West Side of Littleworth Lane, Partridge Green

at which the Offsetting Measures detailed in the Original Agreement were to be implemented, maintained and managed for the lifetime of the Development and identified on the Offsetting Site Plan forming part of the Original Agreement.

- “Original Agreement”** the section 106 agreement between (1) Brian Wilknson and Michelle Lorraine Wilkinson; (2) Marcel Louise Hoad and Alison Helen Hoad; (3) Oliver Benbow Martin; (4) Anthony Martin; (5) Lynda Jane Martin; (6) Laura Natalie Hayter; and (8) Horsham District Council, dated 12th August 2024.
- “Planning Permission”** the planning permission to be granted by the District Council pursuant to the Application.
- “Position Statement”** the statement dated 14 September 2021 received by the Council from Natural England which shows that water abstraction for drinking water supplies in the SNWSZ is having a negative impact on the wildlife sites in the Arun Valley.
- “SNWSZ”** The Sussex North Water Supply Zone from where Southern Water supplies drinking water.

“Southern Water”	The statutory undertaker responsible for the supply of water to the Development or any successor organisation which replaces it.
“Water Neutral”	The use of water in the SNWSZ after the Development has taken place is the same or lower than it was before the Development so as to accord with the Position Statement and “Water Neutrality” shall be construed accordingly.
“Withdrawal Statement”	The statement dated 31 October 2025 confirming that the Position Statement has been withdrawn and development within the SNWSZ no longer needs to be Water Neutral.
“Working Day”	means Monday to Friday inclusive but excluding any day that is a bank holiday, public holiday or statutory holiday in England.

4. ENABLING PROVISIONS

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

5. DISCHARGE OF PLANNING AGREEMENT

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

6. COSTS

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

7. GENERAL

The Parties undertake that:

- 5.1 this Agreement constitutes a deed of discharge for the purposes of section 106A of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 5.2 this Agreement constitutes a deed.
- 5.3 nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.
- 5.4 this Deed is enforceable by the District Council
- 5.5 The Owners and the Offsetting Site Owners hereby undertake that:
- 10.1.1 this Agreement supersedes and replaces all previous negotiations whether oral or written;
- 10.1.2 the Owners and the Offsetting Site Owners have not relied on any express or implied statement warranty representation or undertaking given by or on behalf of the District Council; and
- 10.1.3 nothing herein contained excludes the liability of any party in relation to fraud.
- 5.6 If any provision in this Agreement shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.
- 5.7 This Agreement shall be governed by and interpreted in accordance with laws of England and the Parties submit to the exclusive jurisdiction of the courts of England.
- 5.8 References to the Application Site include any part of it.

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

6. LOCAL LAND CHARGE

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

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

SIGNED as a **DEED** by
BRIAN WILKNSON

..... Signature

In the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

SIGNED as a **DEED** by
MICHELLE LORRAINE WILKNSON

..... Signature

In the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

EXECUTED as a **DEED** by
LEEDS BUILDING SOCIETY
acting by an Attorney* in the presence of a witness

..... Signature of Attorney
..... Print name
..... Position held

In the presence of a witness:

..... Signature of witness
..... Print name
..... Position held

*Note: the Power of Attorney nominating the Attorney who signs this Deed on behalf of the Mortgagee must be submitted to the District Council with this Deed.

SIGNED as a **DEED** by
MARCEL LOUIS HOAD

..... Signature

In the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

SIGNED as a **DEED** by
ALISON HELEN HOAD

..... Signature

In the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

**SIGNED as a DEED by
ANTHONY MARTIN**

..... Signature

In the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

**SIGNED as a DEED by
LYNDA JANE MARTIN**

..... Signature

In the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code

S Occupation

**SIGNED as a DEED by
OLIVER BENBOW MARTIN**

..... Signature

In the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

**SIGNED as a DEED by
LAURA NATALIE HAYTER**

..... 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

DRAFT

DRAFT