

- (1) LAKE INVESTMENTS LIMITED
- (2) STONEHOUSE FARM DEVELOPMENTS LIMITED
- (3) ALLICA BANK LIMITED
- (4) WEST SUSSEX COUNTY COUNCIL
- (5) HORSHAM DISTRICT COUNCIL

AGREEMENT

Pursuant to section 106 of the Town and Country Planning Act 1990 in respect of
**Stonehouse Farm/Jacksons Farm, Handcross Road, Plummers Plain, West Sussex
RH13 6NZ**

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

Legal ref: CB/12633
Planning ref: DC/25/0403

THIS AGREEMENT is made as a deed and dated 2026

Between:

- (1) **LAKE INVESTMENTS LIMITED** of (Co. Regn No. 03850693) whose registered office is at Amelia House, Crescent Road, Worthing, West Sussex BN11 1QR (**“the First Owner”**);
- (2) **STONEHOUSE FARM DEVELOPMENTS LIMITED** (Co. Regn No. 03462727) whose registered office is at Amelia House, Crescent Road, Worthing, West Sussex BN11 1QR (**“the Second Owner”**);
- (3) **ALLICA BANK LIMITED** (Co. Regn No. 7706156) whose registered office is at 4th/5th Floor, 15 Worship Street, London EC2A 2DT (**“the Mortgagee”**);
- (4) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex PO19 1RQ (**“the County Council”**);
- (5) **HORSHAM DISTRICT COUNCIL** of Alberty 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 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 First Owner is the proprietor with Freehold Title Absolute of the part of the Application Site registered at HM Land Registry under title number WSX269661 described as, “Stonehouse Farm, Handcross Road, Plummers Plain, Horsham (RH13 6NZ)”.
- 1.3 The Second Owner is the proprietor with Freehold Title Absolute of the part of the Application Site registered at HM Land Registry under title number WSX449491 described as, “land on the north side of Handcross Road, Plummers Plain, Horsham”, which is subject to a Restriction title in favour of the Mortgagee.
- 1.4 The Mortgagee has the benefit of a Restriction on title number WSX449491 recorded in paragraphs 3 and 4 of the Charges Register comprising a Registered Charge dated 13 September 2024.
- 1.5 The County Council is the Highway Authority for the land in which the Application Site is situated and is entitled to enforce those obligations contained in this Agreement given to the County Council.
- 1.6 The District Council received the Application on 17 March 2025 and validated it on 8 April 2025. On 6 January 2026 Members of the District Council’s Planning Committee granted the Planning Permission subject to completion of this Agreement.
- 1.7 The Parties have agreed to enter into this Agreement to secure the necessary planning obligations it contains.
- 1.8 The Owners and the Mortgagee 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.
- 1.9 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 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/25/0403 and described as: “Full Planning Application to form a comprehensive masterplan including: 1. Rationalisation and enhancement of existing commercial facilities (Use Classes E(g) B2 and B8 at Stonehouse Business Park including demolition of two buildings and their replacement with new Class E(g), B2 and B8 facilities. Extension of existing building to form a new office and wardens’ accommodation. Existing mobile home removed 2. Decommissioning of the Anaerobic Digester and re-use of the existing 2no. buildings for storage and office uses (Class E (g) and B8) and the diversion of a public footpath 3. Residential redevelopment of the Jacksons Farm site including the demolition of existing barns to provide 3no. dwellings with access, parking, and landscaping”
“Anaerobic Digester Phase”	the development of Lot 8 to allow the Decommissioning of the Anaerobic Digester and re-use of the existing 2no buildings for storage

	and office uses (Class E (g) and B8 and B2) and the diversion of a public footpath pursuant to the Planning Permission
“Application Site”	three separate parcels of land at Stonehouse Farm comprising Lot 2 (Stonehouse Business Park), Lot 8 (Anaerobic Digester and Livestock Building) and Lot 9 (Jackson’s Farm) that are shown for identification purposes edged red on the Application Site Plan and to which the Application relates.
“Application Site Plan”	the plan of the Application Site entitled “Site Location Plan” with drawing number S24830-025 Rev B dated July 2026 at Schedule 1 of this Agreement.
“Business Park Phase”	the development of Lot 2 - Stonehouse Business Park to regularise the existing commercial use and rationalise the layout of that part of the Application Site such that: • Buildings 1, 2 and 4 shall be retained for permitted Use Classes B2, B8 and E(g) only; • Building 3 shall be demolished and an associated mobile home removed, and a replacement building constructed for Use Classes B2, B8 and E(g) only; • Building 5 shall be demolished and replaced with 8no.car parking bays. • The site office shall be retained and extended to provide office space and residential wardens' accommodation.
“Commencement of Development”	the carrying out of a material operation as defined in section 56(4) of the Act in respect of any Phase 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” “Commencement” and “Commenced” shall be construed accordingly;
“Commencement Date”	the date on which the Commencement of any Phase occurs;
“Commencement Notice”	the written notice confirming the Commencement Date of a Phase referred to in clause 7.1.1 and served in accordance with Clause 7.3.
“County Council Monitoring Fees”	Fees totalling £1,620 (ONE THOUSAND SIX HUNDRED AND TWENTY POUNDS) for monitoring obligations in the Agreement to be paid to the County Council in accordance with clause 8 of this Agreement.
“Development”	the phased development of the Application Site pursuant to the Planning Permission comprising together: • the Anaerobic Digester Phase; • the Business Park Phase; and • the Jacksons Farm Phase.
“Dwelling”	a residential dwelling constructed on the Application Site and forming part of the Development.
“Head of Development and Building Control”	the Head of Development and Building Control at the District Council or any successor or such other officer as may be designated by the District Council for the purposes of discharging their duties and functions from time to time.

“Index”	the RPI Index or such other index or indices as identified by the County Council if the RPI Index ceases;
“Index Linked”	adjusted in line with movements in the Index between the date of this Deed and the date that the particular payment falls due;
“Interest”	interest at the rate of 4% above the Bank of England base rate applicable at the relevant payment date which shall be calculated on a day to day basis;
“Jacksons Farm Phase”	residential redevelopment of Lot 9 including the demolition of existing barns to provide 3no. dwellings with access, garaging, parking, and landscaping in accordance with the Planning Permission.
“Lot 8”	that part of the Application Site shown edged red and labelled as such on the Application Site Plan comprising an Anaerobic Digester and Livestock Building located between Handcross Road and Hammerpond Road accessed via an unmade road running north from Handcross Road
“Lot 2”	that part of the Application Site shown edged red and labelled as such on the Application Site Plan at Stonehouse Business Park comprising various agricultural and commercial buildings located north of Handcross Road.
“Lot 9”	that part of the Application Site shown edged red and labelled as such on the Application Site Plan at Jacksons Farm comprising 2 large agricultural barns and associated hardstanding located south of Hammerpond Road
“Occupation”	occupation for any purpose for which the Planning Permission has been granted by the District 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 any Phase 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.
“Owners”	together the First Owner and the Second Owner, and “Owner” shall mean any one of them.
“Phase”	any one phase of the Development, namely: - the Anaerobic Digester Phase; - the Business Park Phase; - the Jacksons Farm Phase.
“Planning Permission”	the planning permission to be granted by the District Council pursuant to the Application.
“Practically Complete”	in respect of the Development or any specified Phase thereof: finished and capable of being used for its intended purpose, albeit that minor defects might be present or arise shortly thereafter that are capable of being rectified without causing major disruption to the intended user(s) or Occupier(s), and the terms “Practical Completion” and “Practically Completed” shall be construed accordingly.
“RPI Index”	means the Retail Prices (All Items) Index as published by the Office for National Statistics and relative only to the Travel Plan Monitoring Fee under this Agreement or (if such index is at the relevant time no

Commented [NG1]: Updated to match definitions

	longer published) such other comparable index or basis for indexation as the County Council may specify;
“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 was granted and/ or subsequent planning permission was granted pursuant to section 73 of the Act.
“Use Class”	any one of the various categories set out in the Town and Country Planning (Use Classes) Order 1987 (as amended) describing a planning use of land and/ or buildings and “Use Classes” shall be interpreted accordingly.
“Working Day”	means Monday to Friday inclusive but excluding any day that is a bank holiday, public holiday or statutory holiday in England.

4. ENABLING PROVISIONS

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

5. CONDITIONS PRECEDENT

- 5.1 This Agreement shall come into effect upon the date it is dated but the provisions in Schedules 2 and 3 shall only take effect upon the Commencement of Development unless explicitly stated otherwise.

6. COVENANTS

- 6.1 Subject to clause 5.1:
- 6.1.1 The Owners covenant with the District Council to comply fully with and to perform the obligations contained herein and in Schedules 2 and 3 of this Agreement in accordance with the requirements and timescales set out;
- 6.1.2 The Owners covenant with the County Council to comply fully with and to perform the relevant obligations contained herein and in Schedule 3 of this Agreement in accordance with the requirements and timescales set out;
- 6.1.3 The Owners covenant with the District Council that the Development and use of the Application Site shall be in strict accordance with this Agreement;

7. NOTICES

- 7.1 The Owners covenant with the District Council as follows:
- 7.1.1 to give the Commencement Notice to the District Council not less than 5 (five) Working Days before the anticipated Commencement Date of each Phase; and
- 7.1.2 to give the Occupation Notice to the District Council not less than 5 (five) Working Days before the anticipated Occupation Date of each Phase.
- 7.2 The Parties to this Agreement agree that if the Owners fail to give the notice required by clause 7.1.1 and clause 7.1.2 above then the District Council shall be entitled in its absolute discretion to determine the Commencement Date and Occupation Date and shall give notice to the Owners of the District 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 District Council, the relevant party shall address any notice to the Head of Development and Building Control of the District 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 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.

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

9. CHARGEES/ MORGAGEE'S CONSENT/ LIABILITY

9.1 The Mortgagee consents to the completion of this Agreement and declares that its interest in the Application Site shall be bound by the terms of this Agreement as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interests in the Application Site PROVIDED THAT the 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 respective Owner.

9.2 Any future chargee or 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 respective Owner.

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 District 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 Owners that failure by the District Council at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Owners of any of the conditions, covenants, agreements or obligations of this Agreement or any failure or delay by the District 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 District 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 Owners hereby undertake that:

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

- 10.6.2 the Owners have not relied on any express or implied statement warranty representation or undertaking given by or on behalf of the District Council; and
- 10.6.3 nothing herein contained excludes the liability of any party in relation to fraud.
- 10.7 The Owners and the Mortgagee acknowledge that this Agreement will be registered as a local land charge.
- 10.8 The First Owner hereby gives consent for the Application Site Plan to be reproduced by the District 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. – Costs) shall cease to have effect (insofar only as any 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 Owners; 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 Owners (or any person deriving title to Application Site from the Owners) shall not be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after the Owners have parted with their interest in the Application Site or part of Application Site to which such breach relates save in respect of liability for antecedent breach of this Agreement.
- 10.13 No party to this Agreement shall be liable for any breach of the restrictions and obligations set out in this Agreement where such breach relates to land in which they do not have an interest.
- 10.14 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies to the covenants in this agreement.
- 10.15 References to the Application Site include any part of it.
- 10.16 Any covenant by the Owners and the Developer not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 10.17 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.
- 10.18 Subject to the proviso to this clause if any Section 73 Consent is granted after the date of this Agreement:
- 10.18.1 the obligations in this Agreement shall relate to and bind such Section 73 Consent; and
- 10.18.2 the definitions of Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent, the development permitted by the Section 73 Consent and the Section 73 Consent itself.
- 10.18.3 nothing in this clause shall fetter the discretion of the District 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:

- 10.18.4 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
- 10.18.5 the District 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 District Council (acting reasonably) considers it desirable to do so.
- 10.19 The provisions of this Agreement shall not bind the following:
 - 10.19.1 Purchasers, tenants, occupiers (or their respective mortgagees/ chargees) of any individual Dwelling;
 - 10.19.2 Any statutory undertakers in respect of land held for their operational purposes and as a consequence of the release given in this clause this Agreement may be modified varied or released without the consent or approval of any such person without them being a party to any document or deed required to effect such a modification variation or release but such document or deed shall take effect as if they had been a party to such document or deed.

11. DISPUTE RESOLUTION

- 11.1 Save for matters of construction of this Agreement (which shall be matters for the Court), should a dispute or difference arise between the Parties or any of them concerning anything herein then the provisions of this clause 11 shall apply.
- 11.2 Subject to clause 11.3, 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 All differences and disputes which may arise between the Parties concerning matters that are the subject of a Breach Notice served in accordance with paragraph 5.1 of Schedule 2 of this Agreement shall be referred to the determination (as an expert and not as an arbitrator) of an independent Member/ Fellow of the Chartered Institute of Ecology and Environmental Management or equivalent agreed upon by the Parties but in default of such agreement appointed by Chartered Institute of Ecology and Environmental Management.
- 11.4 Any expert appointed pursuant to clause 11.2 or 11.3 shall:
 - 11.4.1 on his appointment serve written notice thereof on the parties in dispute;
 - 11.4.2 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;
 - 11.4.3 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;
 - 11.4.4 have an unfettered discretion to determine the reference to him;
 - 11.4.5 serve notice of his determination as soon as he has made it;
 - 11.4.6 give full and clear reasons for his decision; and
 - 11.4.7 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.

11.5 The provisions of this clause shall not affect the ability of the District 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 Owners warrant that no person other than the Owners has any legal or equitable interest in the Application Site other than as set out in this Agreement.

12.2 The Owners undertake to the District Council to give the District Council immediate written notice of any change in the ownership of any of their respective interests in the Application Site, as the case may be, 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 purchased by reference to a plan.

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

EXECUTED as a DEED by
LAKE INVESTMENTS LIMITED
acting by one Director in the presence of a witness

..... Signature (Director)

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
STONEHOUSE FARM DEVELOPMENTS LIMITED
acting by one Director in the presence of a witness

..... Signature (Director)

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
ALLICA BANK LIMITED
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.

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

Authorised Officer

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

Authorised Officer

SCHEDULE 1

Plans

Application Site Plan entitled “Site Location Plan” with drawing number S24830-024 dated February 2026

Culvert Plan 1

Culvert Plan 2

SCHEDULE 2
Biodiversity Net Gain

The Owners’ Covenants to the District Council

With the intention of binding the Application Site, and for the purpose of allowing the Development to be delivered, the Owners covenants with the District Council as follows:

1. Interpretation of this Schedule

Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used, they shall have the following respective meanings:

“ BNG Land ”	the part of the Application Site, on which BNG shall be delivered in respect of the Development which shall be identified on a BNG Land Plan.
“ BNG Land Plan ”	a plan submitted with the Overall Biodiversity Gain Plan showing the location of any on-site BNG to be provided within any Phase.
“ Biodiversity Metric ”	the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time which can be used to measure the biodiversity value or relative biodiversity value of habitats or habitat enhancement for the purposes of BNG.
“ Biodiversity Net Gain (BNG) ”	a minimum 10% increase in Biodiversity Units resulting from implementing the HMMP (as measured using the Biodiversity Metric) that can be allocated to a Development to fulfil its requirement to create or enhance biodiversity pursuant to Schedule 7A of the Act.
“ Biodiversity Unit(s) ”	the quantum of biodiversity as measured by the Biodiversity Metric.
“ BNG Monitoring Contribution ”	the sum of £4,176.87 (FOUR THOUSAND, ONE HUNDRED AND SEVENTY-SIX POUNDS AND EIGHTY-SEVEN PENCE) to be used to pay the District Council's costs of monitoring compliance with the Overall Biodiversity Gain Plan, the Biodiversity Gain Plan for each Phase and the Habitat Management and Maintenance Plan for each Phase as approved by the District Council to be paid by the Owners to the District Council once pursuant to this Schedule;
“ Breach Notice ”	a notice which may be served by the District Council on the Owners pursuant to paragraph 5.1 of this Schedule setting out: a) details of the alleged non-compliance with an HMMP (the “Breach”); and b) details of the measures to be taken to remediate the Breach; and the timescales within which the measures to remediate the Breach are to be carried out, following the 20 Working Day period allowed for service of a Breach Response Notice pursuant to paragraph 5.2 of this Schedule;
“ Certificate of Completion ”	a written certificate confirming the date on which the Habitat Creation and Enhancement Works for a relevant Phase were completed to the reasonable satisfaction of the District Council (such confirmation not to be unreasonably delayed or withheld);

“Completion Date”	the date specified in a Certificate of Completion as the date the Habitat Creation and Enhancement Works for a Phase were completed;
“Completion Date Notice”	written notice from the respective Owner to the District Council of the proposed Completion Date of the Habitat Creation and Enhancement Works for a Phase served in accordance with paragraph 3.3 of this Schedule of this Agreement;
“DEFRA”	the ministerial Department for Environment, Food and Rural Affairs of the UK government, or any successor in function, responsible for publishing Overall Biodiversity Gain Plan and Phase Biodiversity Gain Plan templates: https://www.gov.uk/government/publications/biodiversity-gain-plan-phased-development-templates
“Habitat Creation and Enhancement Works”	the Habitat Creation and Enhancement Works set out in an HMMP for each Phase.
“Habitat Management and Monitoring Plan (HMMP)”	a document titled 'Habitat Management and Monitoring Plan' for the creation and/ or enhancement of habitat to achieve the Biodiversity Net Gain and subsequent management and maintenance thereof for each Phase, to be prepared in accordance with the approved Overall Biodiversity Gain Plan and the Phase Biodiversity Gain Plan for the relevant Phase, and to include: a) a non-technical summary; b) details of the roles and responsibilities of the people or organisation(s) delivering the HMMP; c) details of the planned habitat creation and/ or enhancement works to create and/ or enhance habitat to achieve the BNG in accordance with the approved Overall Biodiversity Gain plan and the approved Phase Biodiversity Gain Plan for the relevant Phase; d) the management measures to be put in place to maintain the habitat in accordance with: i. the approved Overall Biodiversity Gain Plan; and ii. the approved Phase Biodiversity Gain Plan for the relevant Phase for a period of 30 years from either the date of issue of the Certificate of Completion for the relevant Phase or the Practical Completion of the relevant Phase whichever occurs later; and e) the monitoring methodology and frequency in respect of the created or enhanced habitat, to be completed and submitted to the District Council for approval in writing in accordance with this Schedule;
“Monitoring Report”	the monitoring reports to be issued to the District Council as specified in the HMMP for a Phase and to be submitted at a minimum of 1 (one), 2 (two), 5 (five), 10 (ten), 15 (fifteen), 20 (twenty), 25 (twenty-five) and 30 (thirty) years following First Occupation of the relevant Phase;
“Overall Biodiversity	a plan substantially in the form published by DEFRA (as may be updated from time to time), setting out the percentage BNG each

Gain Plan”	Phase will contribute to that required for the Development as a whole (be it through on-site provision, the purchase of biodiversity units from a registered habitat bank or the purchase of statutory credits) and which shall be completed and submitted to the District Council for approval in writing in accordance with this Schedule such approval not to be unreasonably delayed or withheld;
“Phase Biodiversity Gain Plan”	a plan substantially in the form published by DEFRA (as may be updated from time to time), showing how Biodiversity Net Gain will be achieved for a specific Phase and which shall be completed and submitted to the District Council for approval in writing in accordance with this Schedule such approval not to be unreasonably delayed or withheld;

2. BNG Monitoring Contributions

- 2.1. To pay the BNG Monitoring Contribution in full to the District Council within 10 (ten) Working Days of the Commencement Date.

3. Biodiversity Gain Plan and HMMP

- 3.1. Prior to Commencement of Development, to submit the Overall Biodiversity Gain Plan to the District Council for its approval in writing.
- 3.2. In the event the Overall Biodiversity Gain Plan shows the provision of significant on-site Biodiversity Net Gain for the first Phase, prior to Commencement of Development to submit the following to the District Council for its approval in writing
- 3.2.1.the Phase Biodiversity Gain Plan for the first Phase; and
- 3.2.2.the HMMP for the first Phase
- and not to Commence any Phase of Development until the Overall Biodiversity Gain Plan, the Phase Biodiversity Gain Plan for the first Phase and if relevant the HMMP for the first Phase has been approved in writing by the District Council (such approval not to be unreasonably delayed or withheld).
- 3.3. Prior to Commencement of Development for each successive Phase to submit to the District Council for approval in writing, the following for that Phase:
- 3.3.1.The Phase Biodiversity Gain Plan, and;
- 3.3.2.in the event the Overall Biodiversity Gain Plan shows the provision of significant on-site Biodiversity Net Gain for the relevant Phase the HMMP for that Phase
- and not to Commence Development of that Phase until the Phase Biodiversity Gain Plan and as appropriate the HMMP for that Phase have been approved in writing by the District Council (such approval not to be unreasonably delayed or withheld);
- 3.4. To issue a Completion Date Notice to the District Council within 10 (ten) Working Days of the anticipated date of completion of the Habitat Creation and Enhancement Works for each relevant Phase;
- 3.5. To rectify promptly any defects in the Habitat Creation and Enhancement Works identified by the District Council for the relevant Phase following receipt of the relevant Completion Date Notice;
- 3.6. Where works are required to rectify defects in the Habitat Creation and Enhancement Works in accordance with paragraph 3.4, to issue a subsequent Completion Date Notice for that Phase and thereafter to continue to rectify any defects and issue Completion Date Notices for that Phase until the District Council issues a Certificate of Completion in respect of the relevant Phase;
- 3.7. Not to Occupy a Phase until any applicable Habitat Creation and Enhancement Works set out within the relevant HMMP for that Phase have been completed in full and the District Council has issued a Certificate of Completion in respect of that Phase;

- 3.8. To ensure that the applicable Habitat Creation and Enhancement Works set out in the relevant HMMP for each Phase are retained and maintained from the Completion Date until the 30th anniversary of the date of issue of the Certificate of Completion or Practical Completion of the relevant Phase whichever occurs later;
- 3.9. To provide a Monitoring Report to the District Council within 20 (twenty) Working Days of each Monitoring Report date specified in the applicable HMMP for each Phase;
- 3.10. To notify the District Council of any requested amendment to an HMMP, such notice to be accompanied by:
 - 3.10.1. the proposed amended HMMP;
 - 3.10.2. a statement of reasons for such amendment; and
 - 3.10.3. confirmation (with reasons) that the amendment would not prejudice:
 - 3.10.3.1. the use or management of the BNG Land in a manner consistent with its function to deliver Biodiversity Net Gain; and
 - 3.10.3.2. the continued functioning of the BNG Land within the relevant Phase for BNG or any existing Allocation.

4. Access for Inspection

- 4.1. From the Commencement Date and without charge, to allow the District Council, its agents, and/ or contractors, with or without workmen and/ or equipment to:
 - 4.1.1. enter onto the part of the BNG Land necessary for monitoring compliance with:
 - 4.1.1.1. the obligations in this Agreement;
 - 4.1.1.2. any Breach Notice; and
 - 4.1.2. pass and repass across any land in the Owners' control reasonably necessary for gaining access to the BNG Land

subject to the District Council providing the Owners with a minimum of 5 (five) Working Days' notice of its desire to enter onto the BNG Land, and the District Council and its agents and/or contractors and/or workmen complying with the reasonable health and safety requirements of the Owner and/or their appointed contractors.

5. Breach Notice and Step-In Rights

- 5.1. Where the District Council believes that an HMMP has not been complied with, it may serve a Breach Notice on the Owners.
- 5.2. To notify the District Council within 20 (twenty) Working Days of service of a Breach Notice whether the Owners accept the Breach Notice or disputes the Breach Notice in whole or in part ("**Breach Response Notice**").
- 5.3. Where a Breach Notice is disputed:
 - 5.3.1. to include a reasoned response in the Breach Response Notice; and
 - 5.3.2. to make reasonable endeavours to resolve the measures in dispute with the District Council; and
 - 5.3.3. where resolution of the measures in dispute cannot be resolved in accordance with subparagraph 5.3.2 (above) within 20 (twenty) Working Days of the date of service of the Breach Response Notice, to refer the purported non-compliance with this Agreement (set out in the Breach Notice), and any remedial action needed (if any) for determination by an Expert appointed in accordance with clause 11.3 of this Agreement within a further 10 (ten) Working Days.
- 5.4. Where a Breach Notice is accepted (or an Expert has determined that the purported breach of this Agreement has occurred, and the Breach Notice is therefore valid), to comply with the requirements of the Breach Notice within the time limits specified (or other extended timeframe as agreed with the District Council in writing).
- 5.5. To comply with any requirements imposed in connection with a Breach Notice by an Expert pursuant to paragraph 5.3.3 within the time limits specified in the Expert's determination.

5.6. Where the Owners have failed to comply with a time limit of the Breach Notice or Expert's determination in respect of a Breach Notice, to allow the District Council, its agents, and contractors with or without workmen and/ or equipment to enter:

5.6.1.any part of the BNG Land that is necessary for the carrying out the steps set out in the Breach Notice; and

5.6.2.any other land in the Owners' control necessary to access the BNG Land,

PROVIDED THAT that the notice and health and safety requirements specified in paragraph 4 of this Schedule are complied with.

5.7. To pay the District Council a sum equivalent to its reasonably and properly incurred costs in exercising its step in rights and carrying out the relevant works pursuant to paragraph 5.6 (including its sub paragraphs) within 20 (twenty) Working Days of the date of a notice requesting payment (such notice to include a breakdown of such costs).

5.8. In default of payment of a sum falling due to the District Council in whole or in part pursuant to paragraph 5.7 of this Schedule, the District Council shall be entitled to recoup its costs from the respective Owner of the BNG Land or its successors in title and may secure the same by registering a charge or restriction on the title of the BNG Land at HM Land Registry.

6. Restriction on alienation of any part of the Application Site and BNG Land

6.1. Not to sell, lease, assign, underlet, transfer or otherwise part with its interest in the BNG Land, or any part of it, otherwise than to a Management Company without first providing a surety, performance bond or similar (to be agreed with the District Council) to guarantee the cost of carrying out the BNG obligations secured by this Schedule of this Agreement to include any legal or administration costs associated with the carrying out of those obligations pursuant to a Breach Notice by or on behalf of the District Council.

6.2. To consent to the entering of the following restriction on the transferee's title to the BNG Land at HM Land Registry following the registration of the transfer:

"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 title number [WSX.....] (or any title created out of that title) or their conveyancer that the provisions of Schedule [2] of an Agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between 1) Lake Investments Limited; 2) Stonehouse Farm Developments Limited; 3) Allica Bank Limited; 4) West Sussex County Council; and 5) Horsham District Council dated [] have been complied with".

SCHEDULE 3
Highway Agreement/ Works/ Contributions/ PROW

The Owners covenant with the District Council and the County Council as follows:

1. DEFINITIONS

1.1. Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings:

“All Requisite Consents”	all requisite consents, orders, agreements, authorisations, licences and/ or permissions required to implement a scheme.
Culvert Plan 1	the plan of the Culvert Works entitled Culvert Plan 1 with drawing number 251022-510 Rev. P02 dated 20/08/2025 at Schedule 1 of this Agreement
Culvert Plan 2	the plan of the Culvert Works entitled Culvert Plan 2 with drawing number 2410067-0501 Rev P02 dated 18/08/2025 at Schedule 1 of this Agreement
“Culvert Works”	means the new engineered / piped drainage soution to drain surface water to the south of Lot 9 via a drainage pipe and into the existing watercourse to the south of Lot 9 as shown in Culvert Plan 1 and Culvert Plan 2 .
“Footpath 1708”	the footpath comprising a public right of way that is marked as Footpath 1708 on the Definitive Map and Statement (the legal record of public rights of way maintained by the County Council).
“Footpath Diversion Order”	an Order made pursuant to section 257 of the Act for the diversion of Footpath 1708 which is necessary to allow the Development to proceed.
“Travel Plan”	a travel plan to be submitted to the District Council which includes initiatives to promote sustainable modes of transport to and from Lot 8.
“Travel Plan Monitoring Fee”	a fee in the sum of £4,110 (four thousand one hundred and ten pounds) (Index Linked) for monitoring the travel plan obligations in the Agreement to be paid to the County Council in accordance with paragraph 2 of this Schedule.

2. TRAVEL PLAN AND TRAVEL PLAN MONITORING FEE

- 2.1. On first Occupation of the Anaerobic Digester Phase the First Owner shall pay to the County Council the Travel Plan Monitoring Fee (Index Linked).
- 2.2. It is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply the Travel Plan Monitoring Fee for the purpose set out in this Agreement.
- 2.3. Prior to Occupation of the Anaerobic Digester Phase the First Owner covenants to submit the Travel Plan to the County Council for approval and not to allow Occupation of the Development until the County Council has approved the Travel Plan in writing.
- 2.4. On first Occupation of the Anaerobic Digester Phase the First Owner covenants to implement the approved Travel Plan or amendments (as may be agreed with the County Council in writing) until such time as it is agreed between the First Owner and the County Council (in writing) that there is no need for a Travel Plan.

3. DIVERSION OF FOOTPATH 1708

- 3.1. Prior to Commencement of the Anaerobic Digester Phase to make reasonable endeavours to obtain All Requisite Consents for the Footpath Diversion Order and not to Commence the Anaerobic Digester Phase until reasonable endeavours have been made to obtain All Requisite Consents for the Footpath Diversion Order.
- 3.2. No temporary closure of Footpath 1708 and no works affecting Footpath 1708 shall take place unless and until the Footpath Diversion Order has been confirmed and All Requisite Consents have been obtained.
- 3.3. To carry out the works required for the diversion of Footpath 1708 prior to Occupation of the Anaerobic Digester Phase or within 3 months of the County Council granting the Footpath Diversion Order, whichever is sooner.

4. CULVERT WORKS

- 4.1. Prior to Occupation of the Jackson's Farm Phase the First Owner covenants to undertake and complete the Culvert Works and not to cause or allow Occupation of the Jackson's Farm Phase unless and until the Culvert Works have been completed.
- 4.2. Thereafter the First Owner covenants to maintain the Culvert Works for the lifetime of the Jackson's Farm Phase.