Deed of Variation

under Section 106 and Section 106A of the Town & Country Planning Act 1990

relating to land lying to the south east of Rushfield House and land on the north side of High Bar Lane, Thakeham, Pulborough, West Sussex, RH20 2EH

(1) Horsham District Council
(2) Stonewater Limited

Dated 2026

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This Deed of Variation is made the day of 2026

Between:

(1) **Horsham District Council** of Parkside, Chart Way, Horsham, West Sussex, RH12 1RL (**Council**); and

(2) **Stonewater Limited** (Registered Society number 20558R whose registered office is at Suite C, Lancaster House, Grange Business Park, Enderby Road, Whetstone, Leicester, LE8 6EP (**Owner**).

Now this deed witnesses as follows:

1 Definitions and interpretation

Terms and expressions defined in the Principal Agreement shall unless the context otherwise requires have the same meaning when used in this Deed of Variation.

2 Legal effect

2.1 The covenants conditions and other provisions contained in the Principal Agreement save as varied and supplemented by this Deed of Variation are hereby ratified and confirmed and shall continue to have full force and effect.

2.2 This Deed shall come into effect immediately on the date hereof.

3 Background

3.1 This Deed of Variation is made by agreement under Section 106A of the Act and is supplemental to a Section 106 Agreement dated 28 July 2025 entered into by (1) Sarah Elizabeth Lawrence, Emma Preston and Oliver Preson, (2) Reside Holdings Limited, (3) Reside Developments Limited, (4) West Sussex County Council and (5) Horsham District Council (the **Principal Agreement**).

3.2 The Council is a Local Planning Authority as defined in the Act and the Local Planning Authority for the purposes of planning obligations imposed pursuant to the provision of the Principal Agreement.

3.3 The Owner is the beneficial owner of the Application Site pursuant to a transfer dated 24 September 2026 of the Application Site.

3.4 The parties wish to vary the Principal Agreement as set out below.

4 Variation of terms of the Principal Agreement

4.1 The Principal Agreement shall be varied by the terms of this Deed of Variation as follows:

4.1.1 The following definitions shall be deleted from Clause 3 "Definitions":

(i) "Custom Build"

(ii) "Custom Build/Self Build Unit"

(iii) "Custom Build/Self Build Plot"

(iv) "Custom Build/Self Build Marketing Strategy"

(v) "Self Build"

Commented [CJ1]: West Sussex County Council was a party to the Principal Agreement. I do not consider that the County Council needs to be a party to this deed of variation because the deed will not vary the County obligations (which relate to highways).

Although clause 6.1 provides covenants to both the District and County Councils, the District Council is clearly the enforcing authority for the non-highway obligations and is defined as the local planning authority in the recitals, whereas the County is defined as the "highways authority."

Commented [CJ2]: Stonewater has bought the site but is not yet the registered proprietor of the site because it has not yet been registered as such by the Land Registry. Stonewater is therefore the beneficial owner at this time.

4.1.2 The definition of "Open Market Units" shall be deleted and replaced with the following: "all those Housing Units to be constructed on the Application Site which are not Affordable Housing Units but which may be provided on an affordable tenure as defined under the National Planning Policy Framework."

4.1.3 Schedule 4 ("Custom Build/Self Build Plot") of the Principal Agreement shall be deleted in its entirety.

4.1.4 Paragraph 3.9 of Schedule 2 ("Affordable Housing") shall be deleted in its entirety.

5 Obligations

5.1 The Owner hereby agrees to pay the Council on completion of this Deed the Council's reasonable legal costs in connection with the negotiation and completion of this Deed.

5.2 This Deed of Variation shall be registered in the Register of Local Land Charges on completion.

6 Miscellaneous

6.1 It is hereby agreed between the parties hereto that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person other than the parties to this Deed (and any successors in title or assigns or successor bodies) shall have the rights under or be able to enforce the provisions of this Deed.

6.2 Except as varied by this Deed, the terms of the Principal Agreement as already varied are confirmed and continue in full force and effect.

In witness whereof this Deed of Variation has been duly executed by the parties the day and year appearing at the top of page 1.

Executed as a deed)
(but not delivered until dated) by)
Horsham District Council)
whose Common Seal was affixed)
in the presence of)

……

Authorised signatory

Executed as a deed)
(but not delivered until dated) by)
Stonewater Limited)
whose Common Seal was affixed)
in the presence of)

……

Authorised signatory

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Authorised signatory