

(1) MAXWELL GERALD WALTON

(2) HORSHAM DISTRICT COUNCIL

SUPPLEMENTAL DEED

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

Mowbray Development Site, Employment Road, Horsham, West Sussex

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

Planning ref: DC/25/1543

Legal ref: SW/12889

Between:

- (1) **MAXWELL GERALD WALTON** of Newhouse Farm, Old Crawley Road, Faygate, Horsham RH12 4RU (the “**Owner**”);
- (2) **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 is situated and by whom the obligations contained in this Agreement and the Original Agreement (as defined in this Agreement) are enforceable.
- 1.2 The Owner owns the Walton Land (as defined in the Original Agreement and which is reiterated in this Agreement for ease of reference).
- 1.3 On 30 June 2026, Legal and General (Strategic Land North Horsham) Limited and the District Council entered into the Original Agreement which contains planning obligations relating to the Development. This Agreement is supplemental to the Original Agreement.
- 1.4 Condition 4 to the Planning Permission requires the Walton Land to be bound to comply with the terms of the Original Agreement by way of a supplementary planning agreement. This Agreement constitutes such supplementary planning agreement.
- 1.5 The Parties have agreed to enter into this Agreement so that the undertakings, obligations and covenants contained in the Original Agreement bind the Walton Land for the purposes of the Act.

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

- 3.1 It is hereby agreed between the Parties set out in this Agreement that words and phrases in this Agreement whose meaning are not set out in clause 3.2 below have the same meanings as in the Original Agreement; and the following expressions have the following meanings:

“Original Agreement” means the agreement entered into pursuant to Section 106 of the Act and made between (1) Legal and General (Strategic Land North Horsham) Limited; and (2) the District Council, dated 30 June 2026 to secure undertakings, covenants and planning obligations pertaining to the Development permitted by the Planning Permission;

“Walton Land” means that part the Application Site with Freehold Title Absolute registered at HM Land Registry under title number WSX199965 and known as land on the south side of Bush Lane Faygate, as shown hatched blue on the plan entitled “s106 - WALTON LAND WITHIN THE APPLICATION BOUNDARY” with drawing number 2898-5-6-5-DR-A-0002 P1 at Schedule 1 of the Original Agreement;

4. Legal Effect

- 4.1 This Agreement is supplemental to the Original Agreement and relates to and binds the Walton Land and is made pursuant to the provisions of the Act.
- 4.2 This Agreement contains planning obligations for the purposes of the Act which are given by the Owner to bind the Owner's interest in the Walton Land and are enforceable by the District Council as the local planning authority.
- 4.3 The Owner, with the intent of binding the Walton Land (as part of the Application Site), and their successor(s) in title, hereby covenants and undertakes with the District Council to observe and perform the obligations contained in the Original Agreement that were entered into by the Developer in relation to the part of the Application Site that is not the Walton Land (so far as the same still subsist and are capable of being enforced and subject to any and all exclusions contained in the Original Agreement), such that those obligations shall be binding on the Walton Land, **PROVIDED THAT** it is hereby agreed between the parties hereto that the Owner shall not be liable for a breach of covenant contained in the Original Agreement in respect of the Walton Land after they have parted with their interest in the Walton Land or any part of the Walton Land in respect of which such breach occurs but without prejudice to any liability for any subsisting breach of covenant prior to parting with such interest.
- 4.4 The District Council agrees that as from the date hereof, the covenants in the Original Agreement given by the District Council to the Developer shall be given to the Owner in relation to their interest in the Walton Land as if the relevant covenants in the Original Agreement were set out herein in full with the intent that the relevant covenants shall be enforceable by the Owner against the District Council in relation to the Owner's interest or estate in the Walton Land.
- 4.5 This Agreement comes into effect on the date of this Agreement.
- 4.6 The provisions of this Agreement shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver)) appointed by such mortgagee or chargee or any other person appointed under security documentation to enable such

mortgagee or chargee to realise its security or any administrator (howsoever appointed) or any persons or bodies deriving title through such mortgagee or chargee or receiver.

4.7 The Owner will prior to completion of this Agreement pay the District Council's reasonable legal costs incurred with the preparation and completion of this Agreement.

5. Local Land Charge

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

6. Jurisdiction

6.1 This Agreement is governed by and interpreted in accordance with the law of England.

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

EXECUTED as a **DEED** by
MAXWELL GERALD WALTON

..... Signed

In the presence of:

Witness

..... Signature
..... Print name
..... Address 1
..... Address 2
..... Address 3
..... Address 4
..... Post code

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

Authorised Officer