

12 August 2026

By Email

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SL/Let/P2305i

Dear Sir, Madam

Land North of Eastlands Lane, Cowfold, West Sussex, RH13 8AY (LPA Reference DC/26/0472 and PINS Reference 6011338)

We write on behalf of the Appellant in response to the Council's Statement of Case (SOC) dated 23 April 2026.

At the outset, it is noted that the Council's Statement incorrectly describes the appeal proposal as a full application for the conversion of a barn to one dwelling. That is not the development before the Inspector, and the appeal should be considered on the basis of the scheme submitted.

The Appellant comments on the Council's SOC and third party representations are set out below.

Relationship with Cowfold

The Council accepts that the appeal site is not 'isolated' and acknowledges that the site is located close to a number of residential dwellings. Therefore, paragraph 84 of the National Planning Policy Framework is not engaged, which is an important consideration.

The site is accessed from Eastlands Lane, is experienced in the context of existing residential properties and lies immediately alongside the established built form at the edge of Cowfold.

Cowfold is identified as a Medium Village within the settlement hierarchy. It provides a range of services, facilities, community infrastructure and public transport connections and is recognised as a settlement capable of accommodating growth proportionate to its scale and function.

A proposal for nine dwellings represents a modest addition to Cowfold. It would support existing services and facilities and would not amount to a disproportionate expansion of the village.

The Council's own assessment on page 16 of the Statement of Case states that the development within the eastern portion of the site would:

"infill the space between the established dwellings to the north and south, with the proposal following the build line established with these dwellings."

This acknowledgement is inconsistent with the Council's wider assertion at page 3 that the site is "*distinctly separate*" from Cowfold and its established built form. This strongly supports the conclusion that this part of the proposal is appropriately related to rather than distinctly separate from, the existing settlement.

Built-Up Area Boundary

The Council's position rests heavily on the precise alignment of the defined built-up area boundary. It argues that an area shown for woodland or tree protection lies between the appeal site and the boundary and that the site therefore does not technically adjoin the settlement edge. This represents an unduly narrow interpretation of the boundary.

The relationship between a site and a settlement edge is a matter of planning judgement. It must be assessed by reference to the site's physical, visual and functional relationship with the settlement, rather than solely by examining whether two lines on a policy map physically touch.

The land referred to by the Council does not create a substantial physical or functional separation between the appeal site and Cowfold. The site remains closely related to existing residential development, is accessed through an established residential lane and is experienced as part of a transitional settlement edge.

The Council has itself adopted a less rigid approach elsewhere when considering the relationship between a site and a defined built-up area boundary.

As set out in the Appellant's Statement of Case dated 15 June 2026 (Appendix B), the Council's approach to application DC/25/1922 at Land West of Bines Road, Partridge Green demonstrates that a site does not necessarily need to physically adjoin the settlement boundary for it to be regarded as contiguous with, and appropriately related to, the settlement.

The same planning judgement should be applied consistently in this appeal.

Cowfold Neighbourhood Plan

The Council expressly acknowledges that the housing needs assessment undertaken as part of the Neighbourhood Plan preparation is “outdated”. This statement is material and cannot be dismissed merely by confirming that the Neighbourhood Plan remains part of the statutory development plan.

The Appellant accepts that the development plan is the starting point for decision making. However, section 38(6) also requires relevant material considerations to be taken into account. The weight to be given to a policy is a matter of planning judgement and must reflect the extent to which that policy is based on current and reliable evidence.

Although the Cowfold Neighbourhood Plan was made in November 2025, its housing strategy was examined in 2021 and was underpinned by a Housing Needs Consideration prepared in 2019. That assessment relied on the Horsham District Planning Framework adopted in 2015 and did not take account of the present standard method or the substantial increase in identified housing need.

The housing evidence was therefore already several years old when the Neighbourhood Plan was made and does not reflect the Council's present housing circumstances.

As outlined on page 3 of the Council's SOC, the Officer states:

“As outlined within paragraph 12 of the NPPF, the presumption in favour of sustainable development does not change the statutory status of the development plan as the starting point for decision-making, albeit that applying the tilted balance requires consideration of the weight to be afforded to relevant policies within both the Local Plan and Neighbourhood Plan”.

As set out in the Appellant's Statement of Case dated 15 June 2026 (Appendix E), the Land East of Charlwood Drive Appeal Decision is particularly relevant. The Inspector found that significant changes in housing need and the Council's persistent housing land supply shortfall diminished the weight that could be afforded to conflict with a recently made neighbourhood plan.

Of particular significance, the Inspector examined the evidence which underpinned the Henfield Neighbourhood Plan housing requirement. At paragraph 81, the Inspector found:

“To estimate the housing requirement, the HNA took an average of its data sources but, to ensure consistency with the HDPF's dwelling target for neighbourhood plans, a higher figure derived from the district minimum requirement was excluded and a nil rate predicated on an assumption that projected growth for the area had been met was retained. This suppressed the housing requirement below other objective data sources.”

The Inspector went on to conclude that the Henfield Neighbourhood Plan housing requirement was *“intrinsically linked to, and indivisible from the HDPF's development strategy.”* Given the significant subsequent increase in the Council's housing need, the Inspector then stated at Paragraph 83:

“the Council's annual housing need has significantly increased from the figure set out by HDPF Policy 15, and this target can no longer be relied upon. Within the context of this significant uplift, I cannot consider the HNP's housing requirement to remain a credible indicator of current housing need.”

The Inspector at Henfield ultimately concluded at Paragraph 87 of the Appeal Decision:

“In summary, the HNP is less than five years old and contains policies and allocations to meet its housing requirement. However, significant material changes in circumstances since the HNP was made suggest its identified housing requirement is no longer reliable.

Furthermore, the shortfall in housing land supply across the Council's area is not likely to be remedied in the short term, and I anticipate will persist until the emerging Local Plan reaches adoption. Therefore, the weight to be afforded to the proposal's conflict with HNP Policy 1 is diminished.”

The Henfield decision is therefore highly material to the present appeal. It demonstrates that, notwithstanding the engagement of paragraph 14, decision makers may properly give diminished weight to conflict with a recently made neighbourhood plan where the housing requirement underpinning that plan is no longer a reliable reflection of current housing need.

While the Cowfold Neighbourhood Plan remains part of the development plan, the Council accepts that the evidence underpinning its housing need is *“outdated”*. In the context of the Council's housing land supply shortfall, with the most recent AMR 2024/2025 reporting only a 1.7 year housing land supply, reduced weight should therefore be given to any conflict with the Local and Neighbourhood Plan policies, consistent with the approach taken by the Inspector at Land East of Charlwood Drive, Henfield.

Shaping Development in the Horsham District

The Council places significant reliance on its *Shaping Development in the Horsham District* guidance, concluding at page 4 of the Council's SOC that the proposal does not *“adjoin a settlement boundary”* and *“the proposed development would not therefore be fully compliant with the guidance document, and no weight would be attributed to this”*.

A detailed review of the relevant Shaping Development criteria has already been undertaken at page 16 of the Appellant's Statement of Case dated 15 June 2026. That assessment demonstrates that the proposal performs positively against the wider objectives of the guidance and that its relationship with Cowfold should be considered as a matter of planning judgement, rather than by reference to the mapped boundary alone.

The Council's planning balance is also based on a clear factual error. Its Statement refers to the proposal delivering "2no. dwellings", whereas the appeal scheme is for nine dwellings.

In the context of the Council's acknowledged housing land supply shortfall, this materially understates the scale and importance of the housing benefit arising from the appeal proposal.

Appeal Decisions submitted by the Council

The Council relies on a series of appeal decisions concerning residential development outside or close to defined settlement boundaries. Those decisions have been reviewed carefully. They do not establish any general principle that development beyond a built-up area boundary should be refused where the tilted balance is engaged. Indeed, in almost every appeal, the Inspector applied the tilted balance, which is significant in our view.

The same applies to this appeal, in which the Council states at page 17:

'It is acknowledged that the Council are currently unable to demonstrate a 5-year housing land supply, with the most recent AMR 2024/2025 reporting a 1.7 year housing land supply. As such, the tilted balance as directed by paragraph 11(d) of the NPPF applies'.

The consistent theme is that appeals have been dismissed where there was a clear, site-specific harm, including remoteness from a settlement, poor accessibility, landscape or character harm, heritage or habitats constraints, or significant reliance on the private car. In a number of those decisions, only limited weight was given to conflict with the spatial strategy itself.

That distinction is important. Eastlands Lane is not remote from Cowfold. It lies alongside existing residential development, is substantially contained, and the Council itself accepts that part of the proposal would infill between established dwellings and follow the existing building line. The appeal would also deliver nine dwellings in the context of a severe housing land supply shortfall.

It would be unreasonable for the Council to expect the Inspector to visit all of the sites they refer to. They are not genuinely comparable to the appeal scheme and have been determined upon their own merits. The relevant facts and reasons for each decision are fully set out in the respective appeal decisions. The present appeal should be determined on the circumstances of Eastlands Lane. However, for completeness, the Appellant has commented on each Appeal below. As noted, almost every Appeal has resulted in the application of the tilted balance due to the dire housing situation in the District.

Pucks Croft Cottage, Rusper

APP/Z3825/W/21/3280084 – dismissed 21 July 2022

Appeal 6006131 – allowed 15 July 2026

The earlier appeal for seven dwellings was dismissed in 2022 against a materially different housing land supply position. More importantly, a subsequent appeal on the same site was allowed on 15 July 2026. The Inspector noted that,

'For the above reasons, there are material considerations in this case which outweigh the identified harm and conflict with the development plan, particularly those associated with the delivery of housing, when assessed against the key policies of the Framework set out in footnote 9, and the policies of the Framework taken as a whole'.

The more recent decision demonstrates that residential development adjoining a settlement edge can be acceptable when considered against current circumstances.

Refer to Appendix A for the appeal decision.

Lancasters Cottage, Littleworth Lane APP/Z3825/W/24/3352708 – dismissed

The site was approximately 2 km from the built-up area boundary and was served by an unlit national speed limit road without a footway or cycle route. The Inspector concluded that occupiers would be heavily reliant on the private car.

The appeal was dismissed because of remoteness and poor accessibility and is not considered relevant.

Lower Batchelors, Barns Green APP/Z3825/W/25/3365004 – dismissed 19 November 2025

This appeal concerned a single dwelling approximately 160 m from the built-up area boundary. The Inspector identified specific harm arising from the introduction of a formal residential plot into a rural setting.

Again, the determining issue was site-specific character harm, not settlement boundary conflict alone and is not considered relevant.

Wedgwood, Farthings Hill APP/Z3825/W/24/3341185 – dismissed 29 November 2024

The site was within the built-up area of Horsham and the appeal turned principally on designated nature conservation sites and the Habitats Regulations.

Paiges Yard, Henfield APP/Z3825/W/24/3346736 – dismissed February 2025

The site lay within the Henfield Conservation Area and the Inspector identified harm to its character and appearance. Designated heritage policies provided a clear reason for refusal.

There is no comparable designated heritage harm at Eastlands Lane.

Gardeners Cottage, Storrington APP/Z3825/W/25/3375892 – dismissed March 2026

This appeal concerned a single dwelling. The Inspector identified specific harm through the erosion of the tranquil and landscaped character of the countryside which differs from this Appeal.

Lavender Cottage, Blackstone Gate Farm APP/Z3825/W/25/3371528 – dismissed 11 December 2025

The appeal concerned a single retrospective dwelling approximately 2.2 km from the built-up area boundary. The site was detached from settlements and occupiers were found likely to rely heavily on private vehicles.

The appeal turned on remoteness and accessibility. It provides no meaningful comparison with Eastlands Lane.

Land West of South Hill Farm, Thakeham Appeal 6004569 – dismissed 28 April 2026

This decision is, in important respects, supportive of the Appellant's case. The Inspector recognised that the District's settlement boundaries were out of date and gave only limited weight to conflict with the spatial strategy. The provision of five dwellings attracted considerable positive weight.

The appeal was ultimately dismissed because of accessibility and highway concerns, including the absence of safe access for all users. The determining harm was therefore not the principle of development beyond the settlement boundary.

Fairfield Stud, Broadbridge Heath Appeal 6004875 – dismissed 26 May 2026

The proposal comprised three dwellings across open paddocks approximately 350 m from the built-up area boundary. The site was separated from Broadbridge Heath by an intervening field, trees and a brook, and the Inspector identified harm to character and appearance.

Townhouse Cottages, Thakeham Appeal 6007707 – dismissed 7 July 2026

This appeal concerned two dwellings approximately 0.2 km from Thakeham. Pedestrian routes lacked pavements, alternative rights of way were unsuitable for some users and bus services were limited. The Inspector concluded that occupiers would remain reliant on private vehicles.

The appeal was dismissed principally on accessibility grounds and is not considered relevant.

Summary

The Council's appeal decisions do not establish that conflict with a settlement boundary is, of itself, sufficient to outweigh the presumption in favour of sustainable development. On the contrary, several demonstrate that limited weight may be given to such conflict where settlement boundaries are out of date and housing land supply is deficient.

Where those appeals were dismissed, they turned on identifiable and site-specific harms.

The Council's cited decisions therefore provide, at most, limited assistance in determining this appeal. The Eastlands Lane proposal must be assessed on its own merits: a contained nine dwelling development closely related to the existing built form of Cowfold, in circumstances where the Council remains unable to demonstrate a five-year housing land supply.

Landscape

As outlined within the Council's SOC, the Council accepts that the appeal site does not form a "valuable landscape" as defined by the NPPF. The Council also acknowledges that the eastern portion of the development would:

"infill the space between the established dwellings to the north and south, with the proposal following the build line established with these dwellings."

This is important and confirms that the appeal site is already experienced in the context of established residential development and that the proposed built form responds to an existing pattern of development along Eastlands Lane.

This is consistent with the Appellant's Landscape Statement dated June 2026, which concludes on page 6:

"The eastern parcel is framed by mature vegetation and neighbouring dwellings. The site is therefore not experienced as part of an expansive or open rural landscape; rather, it forms part of a transitional settlement-edge environment where domestic influences are already present".

As further outlined within the Council's SOC, the appeal site lies within the J3 Cowfold and Shermanbury Farmlands Landscape Character Area, where the published landscape assessment identifies the sensitivity to change as moderate.

This is consistent with the Appellant's assessment of medium landscape sensitivity. The Council's SOC records that the Appellant has assessed a medium magnitude of change, resulting in moderate adverse effects at worst, reducing to minor following the establishment of mitigation, with no material change to the wider landscape character.

The Council's appeal case is focused principally on the perceived separation, orientation and density of the western part of the development and its potential to formalise the immediate site.

As set out in the Appellant's Statement of Case dated 15 June 2026, the western part of the site is strongly contained by Eastlands Wood and existing mature vegetation. The Council itself acknowledges this enclosure. While the proposal would inevitably change the character of an undeveloped part of the appeal site through the introduction of built form, change in itself does not demonstrate material harm to the wider landscape character.

The Council describes the proposal as a “*prominent form of development*”. However, its SOC does not identify any particular viewpoint or visual receptor from which a significant visual effect would arise, nor does it explain how development within a parcel which it acknowledges is enclosed by woodland and established boundary vegetation would become sufficiently prominent to materially alter the character of the wider J3 landscape.

Similarly, the visual separation of the western element from neighbouring development does not, in itself, demonstrate landscape harm. The Council does not identify any defining characteristic of the J3 landscape that would be materially altered or lost as a result of the proposal.

Eastlands Wood, together with existing mature vegetation, would continue to provide strong enclosure to the western parcel. The proposal would introduce additional built form and domestic influence, but within an already contained landscape and in the context of existing residential development along Eastlands Lane. This does not, of itself, amount to unacceptable suburbanisation or formalisation.

The Landscape Character Assessment seeks, among other things, to conserve rural character, settlement pattern, hedgerows and woodland. The proposal would retain Eastlands Wood and the established landscape framework, with proposed planting reinforcing rather than creating the site's containment.

The Council's concern regarding the control of off-site landscaping does not alter this position. Whilst the proposed mitigation planting lies outside the red line boundary of the appeal site, it is nevertheless within the Appellant's control and is being secured through the submitted Unilateral Undertaking.

Accordingly, the Council has not demonstrated that the localised change arising from the proposal would cause material harm to the wider landscape character.

The effects would remain limited and localised and do not amount to material conflict with Policies 25, 32 and 33 of the Horsham District Planning Framework or Policy 9 of the Cowfold Neighbourhood Plan. Any residual adverse effect should therefore attract limited weight in the overall planning balance.

Response to Interested Parties

The Appellant has considered the representations submitted by local residents, Cowfold Parish Council and other interested parties. The principal matters raised are addressed below.

1. Local Green Space

Representations refer to the recreational use of Eastlands Lane and its relationship with the designated Local Green Space.

No dwellings or residential curtilages are proposed within the Local Green Space and no loss of designated land would occur. The Local Green Space designation does not, in itself, preclude development on adjoining land. Eastlands Lane would remain available for walking, cycling and other recreational use.

2. Highway Safety and Pedestrian Use

Concerns have been raised regarding the width of Eastlands Lane, pedestrian safety, construction traffic and the A281 junction.

These matters were considered by West Sussex County Council as Local Highway Authority, which raised no objection to the proposal. The development is limited to nine dwellings and would utilise the existing access. The proposal also includes pedestrian refuge points along Eastlands Lane to assist pedestrians and vehicles in passing safely.

The additional traffic would arise from a small residential development of nine dwellings. The Local Highway Authority did not identify the resulting traffic generation, the use of Eastlands Lane or the A281 junction as giving rise to an unacceptable highway safety or capacity impact.

Construction traffic would be temporary and can be appropriately managed through a Construction Management Plan.

Accordingly, there is no technical highway evidence demonstrating that the additional movements associated with nine dwellings would materially alter its operation or result in an unacceptable highway safety impact.

3. Trees

The proposal does not require the wholesale widening or urbanisation of Eastlands Lane. The works are limited to six small pedestrian passing places, positioned to provide appropriate visibility for pedestrians and with no provision for vehicle passing.

The Arboricultural Assessment confirms that encroachment into the root protection areas of nearby trees, including protected oaks, would be very limited, with all individual areas of encroachment below 2.21%. This is well within the parameters set out in BS5837:2012.

The Applicant is happy to accept a planning condition requiring a no-dig construction solution within sensitive root protection. Construction can also be undertaken from the existing highway to avoid unnecessary disturbance to adjacent ground.

Subject to these measures, the Applicant's arboricultural consultant considers the likely impact on retained trees to be negligible to low. The HDC Arboricultural Officer also raised no objection to the proposal.

Further arboricultural detail is provided at Appendix B.

4. Drainage and SuDS

Concern has also been raised regarding the relationship between the proposed SuDS basin and the listed building at Clerks.

The basin would comprise a shallow grassed depression within the existing field, holding water only periodically following significant rainfall. For the majority of the time, the land would remain as open grassland and would also contribute to the proposed Biodiversity Net Gain measures.

The field would therefore remain open and undeveloped and would continue to form part of the rural setting of the listed building. The SuDS feature would not materially alter that relationship or diminish the contribution the open land makes to the significance of the heritage asset.

In this instance, no material harm to the significance or appreciation of the listed building has been identified.

General concerns regarding sewer capacity, pump failure or pollution are not supported by technical evidence demonstrating that the submitted drainage strategy is unacceptable.

The land accommodating the proposed SuDS is within the Appellant's ownership and control. Its implementation, retention and future management is secured through the Unilateral Undertaking, and there is therefore no impediment to delivery of the drainage strategy.

Refer to Appendix C which is a supplementary note provided by our Heritage Consultant.

5. Residential Amenity

Residential amenity did not form a reason for refusal.

The proposal has been designed having regard to separation distances, dwelling orientation, window relationships, boundary treatments and existing vegetation. There is no substantive evidence demonstrating unacceptable overlooking, loss of privacy or overbearing effects.

Construction disturbance can be controlled through standard conditions.

6. Ecology and Water Neutrality

The Great Crested Newt issue is capable of being addressed through the NatureSpace District Licensing Scheme. The Council's suggested conditions provide for this mechanism and there is therefore no unresolved ecological reason for refusing the appeal.

7. Future Development of the Western Field

The Inspector is required to determine the nine dwelling proposal presently before them. No permission is sought for development of the wider field and any future proposal would require a separate planning application and assessment on its own merits.

Other Matters

In progressing the Unilateral Undertaking, it was identified that the Location Plan and Block Plan previously submitted to the Inspector contained errors in the delineation of the red and blue line boundaries. In particular, the landscape buffer to the south of the proposed development had inadvertently been omitted, while the access serving the development had been shown within the blue line when it should properly have been included within the red line boundary.

The plans have therefore been reviewed and corrected to accurately reflect the extent of the appeal site and the wider land within the Appellant's control. The revised Location Plan & Proposed Block Plan, drawing reference 2562-01 Revision D, is appended to this submission and should be read in place of the version previously provided.

These amendments are corrective in nature only. They do not alter the development proposed, its layout, or the substantive basis of the appeal.

Refer to Appendix D of this Statement.

Conclusion

The Council's Statement of Case does not provide a sufficient basis to dismiss the appeal.

The proposal is for nine dwellings, not one or two as stated elsewhere in the Council's case. That error materially understates the benefit of the scheme, particularly in the context of the Council's inability to demonstrate a five-year housing land supply.

The site is closely related to the established edge of Cowfold and the Council itself accepts that part of the development would infill between existing dwellings and follow the established building line. Any conflict arising from the technical position of the Built-Up Area Boundary must therefore be considered in the context of the site's actual physical, visual and functional relationship with the settlement.

The Council also accepts that the housing evidence underpinning the Cowfold Neighbourhood Plan is outdated. Taken together with the current housing land supply shortfall, this reduces the weight to be afforded to the identified policy conflict.

The appeal decisions relied upon by the Council do not alter that position. Where those appeals were dismissed, the outcomes reflected particular locational, accessibility, landscape, heritage or other site specific considerations which are materially different from those arising at Eastlands Lane.

The Council concludes that the site is cumulatively an inappropriate location for housing and that the identified harm is not outweighed by what it describes as the “*moderate benefits*” of the scheme. The Appellant considers that the delivery of nine additional homes in an edge of settlement location adjoining a Medium Village, with access to existing services, facilities and public transport, represents a significant benefit. That benefit is heightened by the Council’s acute housing land supply position, with only a 1.7 year supply against the five year requirement.

Paragraph 11(d) of the NPPF is therefore engaged. When the adverse impacts of the proposal are considered as a whole, they would not significantly and demonstrably outweigh the benefits.

The proposal therefore represents sustainable development when assessed against the policies of the Framework taken as a whole. The scheme is for full planning permission, is immediately deliverable and would be brought forward by an SME housebuilder.

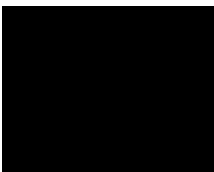
These factors add further weight to the housing benefit of the proposal. The planning balance therefore weighs clearly in favour of the development and the appeal should be allowed, subject to appropriate planning conditions.

In accordance with the Government’s Updated Guidance in relation to ‘Use of artificial intelligence in casework evidence’ dated 20 February 2026, it is confirmed that this Statement has used AI (ChatGPT) to review language and structure. The Statement has been checked prior to submission to ensure that the content is accurate and that the substantive evidence and conclusions remain those of the Appellant.

If you have any further queries or require further information, please contact me on 01903 248777.

Yours sincerely

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Chris Barker MATP MRTPI
Managing Director
Enc.

Appendix A – Pucks Croft Appeal 6006131



Appeal Decision

Site visit made on 9 June 2026

by Thomas Courtney BA(Hons) MA MRTPI

an Inspector appointed by the Secretary of State

Decision date: 15 July 2026

Appeal Ref: 6006131

Land Adjacent Pucks Croft Cottage, Horsham Road, Rusper, RH12 4PR

- The appeal is made under section 78 of the Town and Country Planning Act 1990 (as amended) against a refusal to grant outline planning permission.
 - The appeal is made by BPH Plant Hire against the decision of Horsham District Council.
 - The application Ref is DC/25/1120.
 - The development proposed is the erection of 4no. dwellings, extension to existing cottage and improvements to the access and provision of landscaping.
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Decision

1. The appeal is allowed and outline planning permission is granted for the erection of 4no. dwellings, extension to existing cottage and improvements to the access and provision of landscaping at Land Adjacent Pucks Croft Cottage, Horsham Road, Rusper, RH12 4PR in accordance with the terms of the application, Ref is DC/25/1120, subject to the conditions in the attached schedule.

Preliminary Matters

2. The application was submitted in outline form with all matters reserved except for access which is a matter for determination at this stage. I have therefore assessed the proposal on that basis, having regard to the submitted indicative plans and supporting material where relevant.
3. The emerging Horsham District Local Plan (2023-40) (Regulation 19) is currently under examination. As it is not yet adopted, I have attached limited weight to the draft policies.
4. On 31 October 2025, Natural England (NE) notified relevant local planning authorities that its advice has now changed on the basis of new evidence. Consequently, NE has withdrawn its 'Position Statement for Applications within the Sussex North Water Supply Zone Interim Approach September 2021' (PS). In collaboration with the Environment Agency and Southern Water, NE has agreed a package of ecological resilience measures and proposed licence amendments that will address the risk of further decline of the Arun Valley sites as a result of the existing abstraction. These measures are to be implemented by March 2026. In Natural England's view this provides certainty that development in the Sussex North Water Supply Zone (WSZ) will not have a likely significant effect on the Arun Valley sites in line with the Conservation of Habitats and Species Regulations 2017 (the Habitats Regulations).

Main Issues

5. The main issue is the effect of the proposal on the character and appearance of the surrounding area.

Reasons

Character and appearance

6. The appeal site occupies a transitional position on the southern edge of Rusper. It comprises Pucks Croft Cottage and its associated land together with adjoining grassed land extending to the south-east. The existing cottage, access drive and part of the site lie within the defined built-up area boundary, whilst the south-eastern part of the site extends beyond the settlement boundary into the countryside. The existing cottage appears to have been vacant for a number of years. The site also contains a dilapidated traditional timber-framed barn, and established hedgerows and mature trees. Existing residential development adjoins the site to the north and north-west, whereas land to the south is more open and vegetated in character, comprising grassed fields. The eastern boundary of the site is heavily screened by thick shrubbery and mature trees.
7. The West Sussex County Council Landscape Character Assessment 2003 for the Low Weald Hills Landscape Character area notes that Rusper forms a particularly attractive area with a traditional core and some suburban development on village edges. The site reflects the small and medium scale grassland fields edged with woodland shaws, hedgerows and hedgerow trees that are characteristic of the landscape to the south and east of Rusper.
8. The appeal site contributes an attractive rural character and setting to the village, forming part of the transition between the settlement edge and the countryside. Its openness, mature vegetation and relationship with the adjoining fields reinforce the gradual change from the village to the surrounding countryside. Whilst the existing dwelling, barn, and access establish a built presence within the site, it remains mostly open and contributes to the spacious and informal character experienced along the southern edge of the settlement.
9. The proposal would inevitably alter that character. Additional dwellings, access roads, parking areas and residential curtilages would introduce further built form into this countryside-edge location, reduce the extent of open land, and have an urbanising effect. Consequently, the proposal would diminish the transitional qualities of the site and would result in some erosion of its landscape character.
10. The proposal before me differs materially from the earlier appealed scheme¹. The extent of the site has been substantially reduced. The number of proposed dwellings has been reduced from seven to four and the indicative scheme also shows a reduction in parking provision, smaller dwellings, a greater retention of open areas within the site, new mixed native species hedgerow, and a surface water detention basin. Collectively, these changes materially reduce both the spread and intensity of development across the appeal site.
11. I attach some weight to the previous Inspector's findings regarding the sensitivity of this edge-of-settlement location and the contribution that the site makes to the transition between Rusper and the surrounding countryside. Those characteristics

¹ Appeal Ref APP/Z3825/W/21/3280084

remain evident today. Nevertheless, the proposal now before me is materially different in both its scale and extent. Whilst the previous decision provides valuable context regarding the landscape role of the site, it does not determine the acceptability of a considerably reduced scheme which must be assessed on its own merits.

12. The indicative layout shows a scheme which is more responsive to the characteristics of the site and its setting. Rather than extending development across much of the site, the proposed dwellings are grouped within a relatively compact part of it, enabling more substantial areas of open land and landscaping to remain around the site margins. Although the arrangement departs from the linear pattern of development along Horsham Road, it has some similarities with the courtyard grouping often associated with farmsteads or rural building clusters and would avoid a more dispersed and suburban form of development across the site. The proposed indicative layout would therefore seek to maintain a softer transition between the settlement edge and the adjoining countryside.
13. Whilst the illustrative drawings assist in demonstrating how the proposed development might be accommodated, they do not fix the final layout, scale, appearance or landscaping. I recognise that the quantum of development is a matter capable of assessment at outline stage and that the detailed design cannot overcome an excessive amount of development. Nevertheless, I am not persuaded that four dwellings would inevitably result in the suburban or formalised character suggested by the Council. There remains considerable opportunity through the reserved matters process to refine the disposition of buildings, reduce the visual influence of hardstanding, strengthen boundary planting, retain meaningful landscape buffers and secure a form of development that responds appropriately to the site's transitional character.
14. The appeal site is also relatively well contained. Mature hedgerows, woodland and trees define much of its perimeter and partially filter views into the site. Whilst the proposal would be visible, particularly through the existing access and from the neighbouring property and sections of the adjoining public right of way, it would generally be experienced in the context of the existing buildings on-site, existing and proposed vegetation and against a backdrop of established built form to the north. The visual effects would therefore remain predominantly localised and would not significantly alter the character of the wider landscape.
15. Development on the southern side of Horsham Road generally exhibits a spacious and linear pattern of development, with dwellings occupying relatively generous plots that contribute positively to the transition between the village and the countryside. The proposal would not replicate that established pattern and would result in an increase in the intensity of development at this location. Even so, having regard to the reduced scale of the proposal, the existing built features within the site, the fact that part of the site lies within the built-up area boundary, the contained nature of the site and the opportunities available through the reserved matters process to secure a well-designed landscape-led scheme, I find that the resulting erosion of landscape character would be limited.
16. Accordingly, whilst the proposal would introduce additional built form within a countryside-edge location and would erode the landscape character and transitional qualities of the site, I conclude that the resulting harm would be localised and limited. It would not fundamentally undermine the role of the site in

defining the settlement edge or significantly diminish the character of the wider landscape.

17. Consequently, the proposal would conflict with Policies 25, 32 and 33 of the Horsham District Planning Framework ('HDPF') and Policy RUS3 of the Rusper Neighbourhood Plan, which seek, amongst other things, to conserve landscape character and secure well-designed development that responds positively to its surroundings.

Other Matters

Housing Land Supply

18. It is common ground that the Council cannot demonstrate a five-year supply of deliverable housing sites. The Officer Report states that it stood at approximately 1 year in December 2025. Consequently, the most important policies for determining the application are out of date, including Policies 2, 3, 4 and 15 of the HDPF since the strategy has failed to provide for the minimum number of homes over the plan period.
19. I have had regard to the Council's 'Shaping Development in Horsham' Planning Advice Note ('SDHPAN') which provides guidance on the assessment of proposals in the context of the Council's housing land supply position. Amongst other matters, it advises that development adjoining settlement boundaries should be proportionate to the scale and function of the settlement, meet local housing needs, contained within an existing defensible boundary, and respond positively to landscape character. As set out above, the appeal proposal would adjoin the built-up area, would represent a modest scale of expansion, would address housing needs and also make a small contribution towards supporting local services.
20. However, it would introduce additional built form within a countryside-edge location and would therefore result in some erosion of the site's landscape character and transitional qualities. I therefore find that the proposal would accord with some, but not all, of the considerations identified in the SDHPAN.

Suitability of the Location

21. I note that the Council's Decision Notice did not include the principle of development as a reason for refusal. However, the Officer Report states that the proposed development would not be in accordance with the spatial strategy for development as the site is located outside the built-up boundary of Rusper. It further states that Rusper is categorised as a "smaller village" within the settlement hierarchy and is considered to have limited services and facilities.
22. The site is partially within the defined built-up area boundary of Rusper, but the indicative layout shows that most of the proposed dwellings would sit outside the boundary and therefore within what is classified as the countryside. It is not allocated for development in the HDPF or in the Rusper Neighbourhood Plan 2021 ('RNP'), and I have not been provided with substantive evidence demonstrating that the development is essential to its countryside location. The proposal would thus not accord with Policies 2, 3, 4 or 26 of the HDPF.
23. I consider that the site's accessibility would be moderate given there is a primary school, local shop, post office and pubs within reasonable walking distance of the appeal site. However, public transport opportunities would be limited, and it is

likely that occupiers would rely on private vehicles for many journeys. Notwithstanding this, I am mindful that the Framework recognises that opportunities to maximise sustainable transport solutions will vary between urban and rural areas, and it is clear that there would be potential to access at least some day-to-day services by means other than private vehicle.

24. I will return to this matter in the planning balance however, as noted above, the housing policies directing new development are out of date. Therefore, this would temper the weight that can be attributed to any conflict with the development plan's spatial strategy and settlement hierarchy.

Highways

25. A number of interested parties have expressed concerns regarding the proposed access onto Horsham Road, referring in particular to the position of the access on a bend, recent road traffic collisions, pedestrian safety and the effect of additional traffic. I have carefully considered those concerns. However, the proposal has been assessed by the Local Highway Authority against current standards. Having reviewed the submitted Transport Statement, including vehicle speed surveys, the Highway Authority is satisfied that appropriate visibility splays can be achieved, that the proposed access would provide safe and suitable access to the site, and that the development would not have an unacceptable impact on highway safety, subject to conditions securing the approved access works and visibility splays. Matters relating to the detailed internal road layout, parking and turning arrangements would be considered at the reserved matters stage. Whilst I have had regard to the concerns raised by local residents and the Parish Council, I have no persuasive technical evidence before me that would justify reaching a different conclusion from the specialist highway authority.

Living Conditions

26. I have had regard to submitted comments regarding privacy, outlook, light and noise. Layout, scale and appearance are reserved matters, and the indicative plans demonstrate that the proposed quantum of development could be accommodated with appropriate separation from neighbouring properties. I am therefore satisfied that the living conditions of neighbouring occupiers could be safeguarded through the detailed design at reserved matters stage.

Trees

27. Concerns have also been raised regarding the potential effect of the proposal on existing trees, including mature off-site trees adjacent to the access and along the site boundaries. I have carefully considered those concerns together with the arboricultural evidence. The Council's Arboricultural Officer identifies shortcomings within the submitted tree survey, including the use of outdated measurements and the need for more accurate root protection area information. However, the application is in outline form, and the Arboricultural Officer does not object to the proposal in principle. Rather, they advise that updated arboricultural information, detailed tree constraints and appropriate protection measures should accompany reserved matters applications and recommend a condition requiring tree protection in accordance with BS5837.
28. The advice also identifies that the detailed siting of development, particularly in relation to the southern boundary oak, may require refinement at the reserved

matters stage. Having regard to that specialist advice, and the flexibility that remains in respect of layout, I am satisfied that the retention and protection of important trees can be appropriately addressed through suitably worded conditions. I therefore find no reason to conclude that the proposal would result in unacceptable arboricultural harm.

Ecology and Protected Species

29. The proposal has been informed by ecological surveys covering the principal habitats and protected species present or likely to be present on the site. I have no persuasive technical evidence that adverse impacts could not be satisfactorily avoided or mitigated. The Council's ecological advisers, together with the relevant specialist consultees, raise no objection subject to conditions securing mitigation, ecological enhancement, sensitive lighting and precautionary working methods. In those circumstances, I am satisfied that the proposal would conserve protected species and biodiversity interests

Infrastructure

30. A number of interested parties are concerned that the proposal would place additional pressure on local infrastructure, including healthcare, education, roads and other community services. I have had regard to those concerns. However, the proposal is of a modest scale and there is no substantive evidence before me that it would result in unacceptable pressure on existing infrastructure or that any identified impacts could not be appropriately accommodated. Moreover, no statutory consultee has objected to the proposal on infrastructure capacity grounds. I therefore attach limited weight to these concerns.

Water Neutrality and Drainage

31. The Parish Council and other interested parties have also raised concerns regarding the proposal's implications for water resources and the integrity of internationally designated habitats. The appeal site lies within the Sussex North Water Resource Zone (WSZ), where increased water abstraction has the potential to affect the Arun Valley Special Area of Conservation ('SAC'), Special Protection Area ('SPA') and Ramsar site. However, NE's view is that newly introduced measures provide certainty that development in the Sussex North WSZ will not have a likely significant effect on the Arun Valley sites. Whilst NE has withdrawn its 2021 Position Statement, the Council nevertheless undertook an appropriate assessment as the competent authority because the formal variation to Southern Water's abstraction licence had not taken effect at the time of the application. I have no persuasive technical evidence before me to indicate that this assessment is unsound or that the proposal would adversely affect the integrity of the designated sites, either alone or in combination with other plans or projects. I therefore reach the same conclusion and find no harm with regards to the Habitats Regulations.
32. The technical evidence does not indicate that the development would lead to adverse impacts regarding surface-water drainage, wastewater or adverse effects on nearby watercourses. It indicates that the development would not increase flood or pollution risk, subject to detailed drainage arrangements and appropriate management. I am therefore satisfied that these matters can be satisfactorily addressed.

Planning Balance

33. I have found that the proposal would conflict with the spatial strategy and would erode the landscape character of the area to a limited extent. These issues bring the scheme into conflict with the development plan taken as a whole.
34. However, given the Council's housing land supply position, the most important policies for determining the application are out of date and the presumption in favour of sustainable development set out in paragraph 11d) of the Framework is engaged. I have found no harm to any areas or assets of particular importance, as set out in footnote 7 to paragraph 11 of the Framework. Accordingly, planning permission should therefore be granted unless the adverse impacts of doing so would significantly and demonstrably outweigh the benefits, when assessed against the policies in the Framework taken as a whole, having particular regard to key policies for directing development to sustainable locations, making effective use of land, securing well-designed places and providing affordable homes, individually or in combination.
35. I have found that the proposal conflicts with Policies 25, 32, and 33 of the HDPF in respect of the character of the area, and with Policies 2, 3, 4, 15 and 26 of the HDPF in respect of settlement strategy and countryside protection. These policies seek, in broad terms, to direct development to sustainable locations according to the settlement hierarchy, protect the character of the countryside, preserve landscape, and ensure good design. Those objectives are consistent with the Framework, including securing sustainable patterns of development, the recognition of the intrinsic character and beauty of the countryside, the desirability of maintaining an area's prevailing character and setting, and the aim to ensure developments are visually attractive as a result of good design and layout.
36. As such, notwithstanding their out-of-date status in the context of housing land supply, the HDPF policies continue to attract some weight according to their consistency with national policy. However, the weight to be attributed to the harm is curbed by the fact that the relevant development plan policies are being applied in the context of an acknowledged shortfall in housing land supply. Moreover, the Framework places significant emphasis on boosting the supply of homes. Whilst the identified harms remain important considerations, these factors reduce the overall weight that can be attributed to the policy conflicts. Taken together, I attribute limited weight to the identified harm arising from the proposal.
37. The proposal would contribute towards housing land supply through the provision of five new residential units. In the context of a severe shortfall in deliverable housing sites, this is a material benefit which attracts significant weight.
38. Furthermore, Paragraph 83 of the Framework recognises that housing in rural areas should be located where it will enhance or maintain the vitality of rural communities and that opportunities should be identified for villages to grow and thrive, particularly where this would support local services. The appeal proposal would provide five additional residential units immediately adjacent to the built-up area of Rusper, where occupiers would have access to a reasonable range of day-to-day services and facilities. As such, the proposal would make a modest but positive contribution towards the vitality of the village, to which I attach moderate weight.

39. Drawing these matters together, the proposal would result in limited harm arising from conflict with the development plan. However, the benefits of the scheme, most notably its contribution to housing supply, are considerable and attract significant weight. When assessed against the policies in the Framework taken as a whole, I find that these benefits clearly outweigh the identified harms. Therefore, the adverse impacts would not significantly and demonstrably outweigh the benefits of the scheme. Accordingly, the presumption in favour of sustainable development applies.

Conditions

40. The standard time limit and reserved matters conditions are necessary because the application was submitted in outline form with all matters, except access, reserved for subsequent approval. The condition specifying the approved plans is also necessary in the interests of certainty and to ensure that the development proceeds on the basis assessed within this decision. I have not included the proposed block plan, site layout plan or site section plan as these are indicative and relate to the layout, appearance and scale of the development. These matters are reserved for subsequent approval.
41. Conditions relating to drainage and foul water disposal are reasonable and necessary in the interests of flood risk management. The condition relating to construction management is necessary to safeguard the character of the area and the living conditions of neighbouring occupiers.
42. In the interest of highway safety, I have imposed conditions 5 and 6 which relate to the access and visibility splays. These are reasonable and necessary to ensure the access is appropriately constructed in accordance with the plans and is safe and secure prior to occupation.
43. I have restricted construction and demolition works to commencing no earlier than 0800 hours on weekdays, this being necessary to protect living conditions of nearby occupiers.
44. Some of the conditions have been imposed as pre-commencement conditions because they relate to matters, including drainage and construction management, which must be properly investigated and addressed before development begins. This is necessary to ensure that the development proceeds in an acceptable manner and to avoid unacceptable impacts that could not be satisfactorily remedied once works have commenced.
45. I have imposed the condition limiting water usage as it is necessary and reasonable to increase water efficiency and improve sustainable outcomes. I have also found it necessary to impose a condition requiring the submission of an updated Tree Protection Plan and Arboricultural Method Statement in accordance with BS 5837 in light of the concerns raised by the Arboricultural Officer. Furthermore, Condition 14 has been imposed because it is necessary to ensure that ecological impacts are appropriately mitigated and managed.
46. I have not imposed all of the suggested conditions. In particular, conditions relating to parking provision, electric vehicle charging, cycle parking, refuse and recycling provision, and broadband infrastructure are matters which relate to the layout and detailed design of the development and can be appropriately considered at the reserved matters stage. Similarly, conditions requiring details of materials and

finishes and colours to be used for external walls, windows and roofs relate to matters of appearance and detailed design which are reserved for subsequent approval.

47. The Council suggested a condition removing permitted development rights. However, no substantive evidence has been provided to demonstrate that such restrictions would be necessary to make the development acceptable in planning terms, and national guidance is clear that permitted development rights should not be removed without clear justification. I have therefore not imposed such a condition.

Conclusion

48. For the above reasons, there are material considerations in this case which outweigh the identified harm and conflict with the development plan, particularly those associated with the delivery of housing, when assessed against the key policies of the Framework set out in footnote 9, and the policies of the Framework taken as a whole.
49. For the reasons given above the appeal should be allowed.

Thomas Courtney

INSPECTOR

Schedule of Conditions

- 1) Details of the appearance, landscaping, layout, and scale (hereinafter called “the reserved matters”) shall be submitted to and approved in writing by the local planning authority before any development takes place and the development shall be carried out as approved.
- 2) Application for approval of the reserved matters shall be made to the local planning authority not later than three years from the date of this permission.
- 3) The development hereby permitted shall take place not later than two years from the date of approval of the last of the reserved matters to be approved.
- 4) The development hereby permitted shall be carried out in accordance with drawing nos 7436 - PL-01P1 - Location Plan, PJC.1339.002 Rev C Indicative Soft Landscape Mitigation Layout, and 2007027- 05 Rev. D – ‘Proposed Access Arrangements – Visibility Splays’.
- 5) The development hereby permitted shall not be occupied until the means of access for vehicles/pedestrians/cyclists has been constructed in accordance with drawing no 2007027- 05 Rev. D – ‘Proposed Access Arrangements – Visibility Splays’. The access shall be retained thereafter.
- 6) The development hereby permitted shall not be occupied until visibility splays of 2.4 metres by 52.3 metres to the west and 2.4 metres by 50.5 metres to the east have been provided at the proposed site vehicular access onto Horsham Road in accordance with drawing no 2007027- 05 Rev. D. Once provided the splays shall thereafter be retained, maintained and kept free of all obstructions over a height of 0.6 metre above adjoining carriageway level or as otherwise agreed.
- 7) No development shall take place, including any works of demolition, until a Construction Method Statement has been submitted to, and approved in writing by the local planning authority. The Statement shall provide for:
 - i) the parking of vehicles of site operatives and visitors;
 - ii) loading and unloading of plant and materials;
 - iii) storage of plant and materials used in constructing the development;
 - iv) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
 - v) wheel washing facilities;
 - vi) measures to control the emission of dust and dirt during construction;
 - vii) a scheme for recycling/disposing of waste resulting from demolition and construction works;
 - viii) lighting measures
 - ix) details of approach route.

The approved Construction Method Statement shall be adhered to throughout the construction period for the development.

- 8) No development shall take place until a detailed surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the local planning authority.

The submitted details shall:

- i) provide information about the design storm period and intensity, the method employed to delay and control the surface water discharged from the site and the measures taken to prevent pollution of the receiving groundwater and/or surface waters;
- ii) include a timetable for its implementation; and,
- iii) provide, a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public authority or statutory undertaker and any other arrangements to secure the operation of the scheme throughout its lifetime.

The development shall be carried out in accordance with the approved details. The sustainable drainage system shall be managed and maintained thereafter in accordance with the approved management and maintenance plan.

- 9) No building shall be occupied until a Verification Report, pertaining to the surface water drainage system, has been submitted to and approved by the local planning authority. The report shall demonstrate that the drainage system constructed is consistent with that which was approved. The report shall contain information and evidence (including photographs) of details and locations of inlets, outlets and control structures; landscape plans; full as-built drawings; information pertinent to the installation of those items identified on the critical drainage assets drawing; and the submission of an operation and maintenance manual for the sustainable drainage scheme as constructed.
- 10) No development shall take place until a foul drainage strategy, detailing how the developer intends to ensure that appropriate foul drainage is implemented with a connection to foul sewer, has been submitted to and approved by the local planning authority. The development shall be constructed in line with the agreed detailed design and recommendations of the strategy.
- 11) Demolition or construction works shall take place only between 0800 - 1800 hours on Monday to Friday, and 0800 - 1300 hours on Saturdays, and shall not take place at any time on Sundays or on Bank or Public Holidays unless in association with an emergency or with the prior written approval of the local planning authority.
- 12) The development hereby permitted shall not be occupied until the Building Regulations optional requirement of a water consumption rate of no more than 110 litres per person per day has been complied with.
- 13) No site clearance, preparatory work or development shall take place until an updated Tree Protection Plan and Arboricultural Method Statement, in accordance with paragraphs 5.5 and 6.1 of British Standard BS 5837: 'Trees in

Relation to Design, Demolition and Construction – Recommendations’ (or in an equivalent British Standard if replaced) has been submitted to and approved in writing by the local planning authority. The scheme for the protection of the retained trees shall be carried out as approved.

- 14) The development hereby permitted shall be undertaken in accordance with the ecological mitigation and enhancement measures set out in Ecological Impact Assessment reference LLD3245-ECO-REP-001-01-ECIA revision 01 dated 19 June 2025.

Appendix B - Note provided by our Arboricultural Consultant



eas ltd

Environmental Assessment Services Limited

Unit 4b The Courtyard, Holmsted Farm, Staplefield Road,
Cuckfield, West Sussex RH17 5JT
Tel: +44 (0) 1444 882 552 email: info@easltd.co.uk
web site: www.easltd.co.uk

Mr Lee Goossens
C/O ECE Planning

Ref: LG/EastlandsLnCowfold/Trees

Emailed only to:

10 August 2026

Dear Mr Goossens

EASTLANDS LANE, COWFOLD
Pedestrian Passing Places – Potential Impact on Trees

We refer to the proposed installation of pedestrian passing places to be located along Eastlands Lane, Cowfold, West Sussex. The following includes an assessment of the potential impact of the passing places on existing trees along the lane, which includes eight oak trees (amongst others) afforded protection under Tree Preservation Order (No. 1519 dated 2019).

The passing places are to be located on both the north and south sides of the lane where they provide best lines of sight for pedestrians using Eastlands Lane.

Trees may be harmed where new development is undertaken within the root protection area (RPA) of trees (calculated as 12x stem diameter of the trunk at 1.5 m above ground level for single stem trees). In this case it is proposed to create 6 passing places measuring 3.6 m² in area adjacent to / adjoining the existing tarmac access road (Eastlands Lane). The passing place design includes a dropped access slope, back kerbs and tarmac surfacing.

We have calculated the root protection area of trees along Eastlands Lane within the vicinity of the proposed passing places and calculated the percentage of encroachment (i.e. the area within the RPA that will be covered by the passing places). A summary of these calculations is given below and shown on the attached plan.

Bay #	Tree RPA, m ²	Percentage encroachment, %
1	162.86 m ² (partial encroachment) 452.39 m ²	<2.21% encroachment 0.80% encroachment
2	None	-
3	452.39 m² (partial encroachment on TPO #2)	<0.8% + Bay 4 (see below)
4	452.39 m² (TPO #2)	0.8% plus Bay 3 = <1.6%
5	651.44 m² (TPO #7) 452.39 m ²	0.55% 0.8%
6	None	-

Bays number west to east. Those in bold are TPO trees.

BS5837:2012 states that any new permanent hard surfacing should not exceed 20% of the existing unsurfaced ground within the root protection area. In this case, all encroachment is well within 20% (with all less than 2.21%). This represents a very small area of impact within the root protection area. Additionally, it is understood that the works will be undertaken from the existing highway to prevent damage to the adjacent unsurfaced ground within the RPA of the trees adjacent to Eastlands Lane.

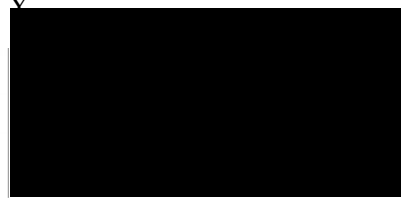
To further reduce the likely impact of the proposed installation, it is recommended that the proposed surfacing be permeable where possible, and that a no-dig design is used to avoid cutting into the rooting area which poses a direct risk of damage to the tree roots where they lie close to the surface.

Where the above measures are put in place, the likely impact to trees from the installation of the proposed pedestrian passing places is considered negligible to low.

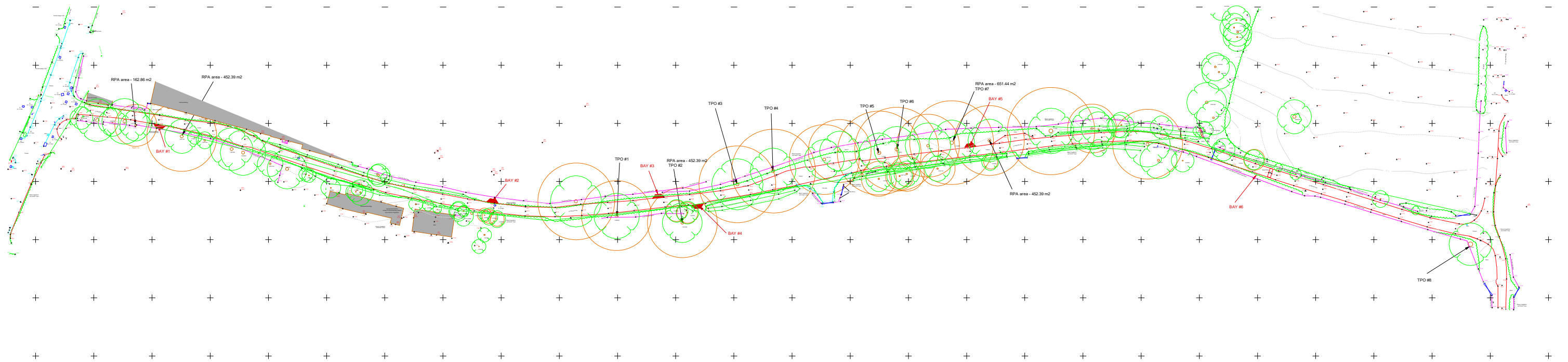
It is also noted that proposed bay numbers 3, 4 and 5 lie within the calculated root protection area of TPO tree numbers 2 and 7. Permission should be sought from Horsham District Council before undertaking any works which may impact these TPO trees.

We trust the above information and attached mapping is of assistance. Please do not hesitate to contact this office should you have any query.

Y



Lucy Monday BSc (Hons), ACIEEM
Director



Appendix C- Note provided by our Heritage Consultant



Eastlands Lane, Cowfold

Appeal Heritage Technical Note

Concerns have been raised, including by Horsham District Council, regarding the relationship between the proposed SuDS feature and Clerks (Eastlands Farm), a Grade II listed building. However, it is not apparent how the proposal would give rise to harm to the asset's significance or setting

Although there would be temporary disturbance during excavation and construction, these effects would be short term. Once completed, the SuDS basin would comprise a shallow grassed depression within the existing field, holding water only intermittently following significant rainfall events. For the vast majority of the time, it would remain as open grassland and form part of the site's Biodiversity Net Gain measures.

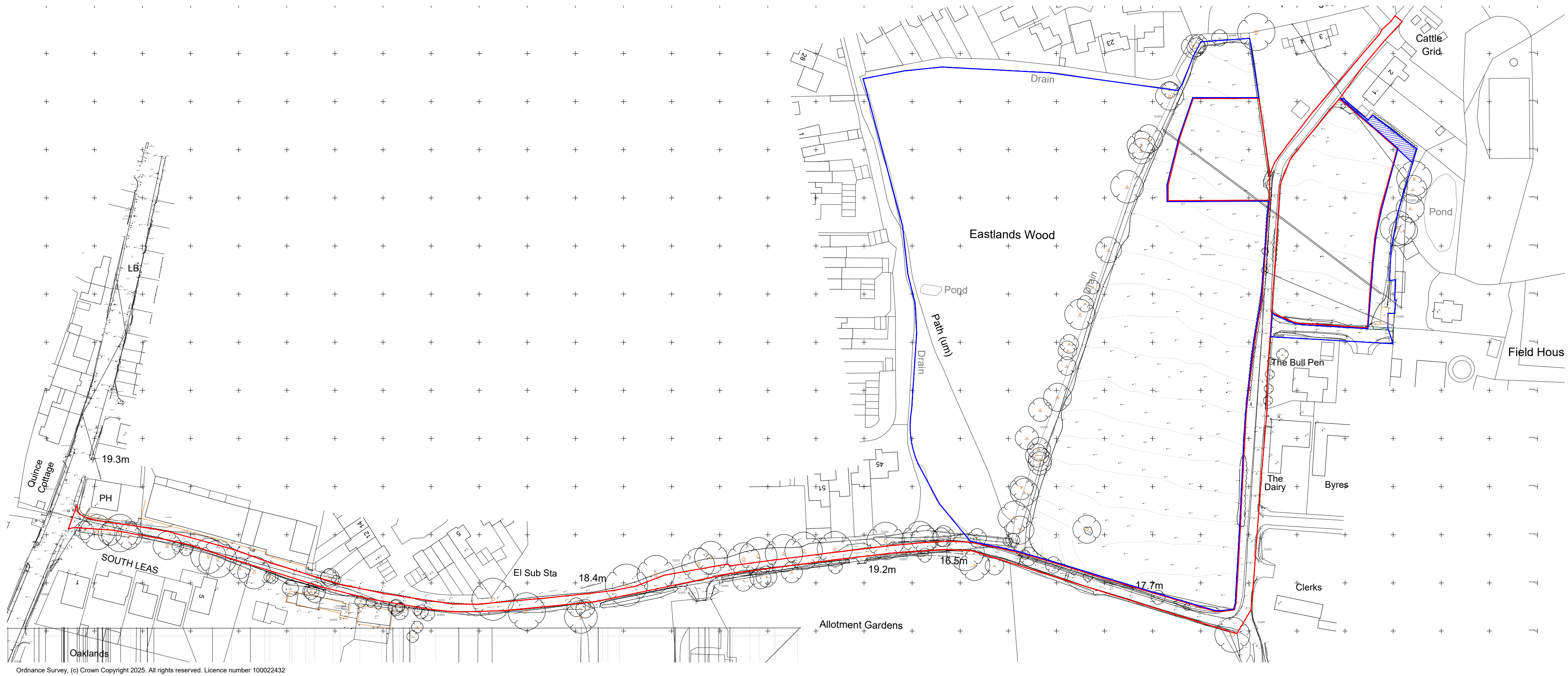
The field would therefore retain its undeveloped, rural character and continue to contribute to the historic agricultural setting of Clerks (Eastlands Farm). Whilst the proposal would introduce a minor change within the setting of the listed building, that change would be limited and would not diminish the contribution that this open land makes to the significance of the heritage asset. The historic relationship between the farmhouse and its agricultural surroundings would remain readily appreciable.

It is well established that setting can change without resulting in heritage harm. In this instance, the field would remain open and undeveloped, and its relationship with the listed farmhouse would remain largely unchanged. Accordingly, there is no clear mechanism through which the proposed SuDS basin would adversely affect the significance of Clerks (Eastlands Farm), and the proposal would preserve both the significance of the listed building and its setting.

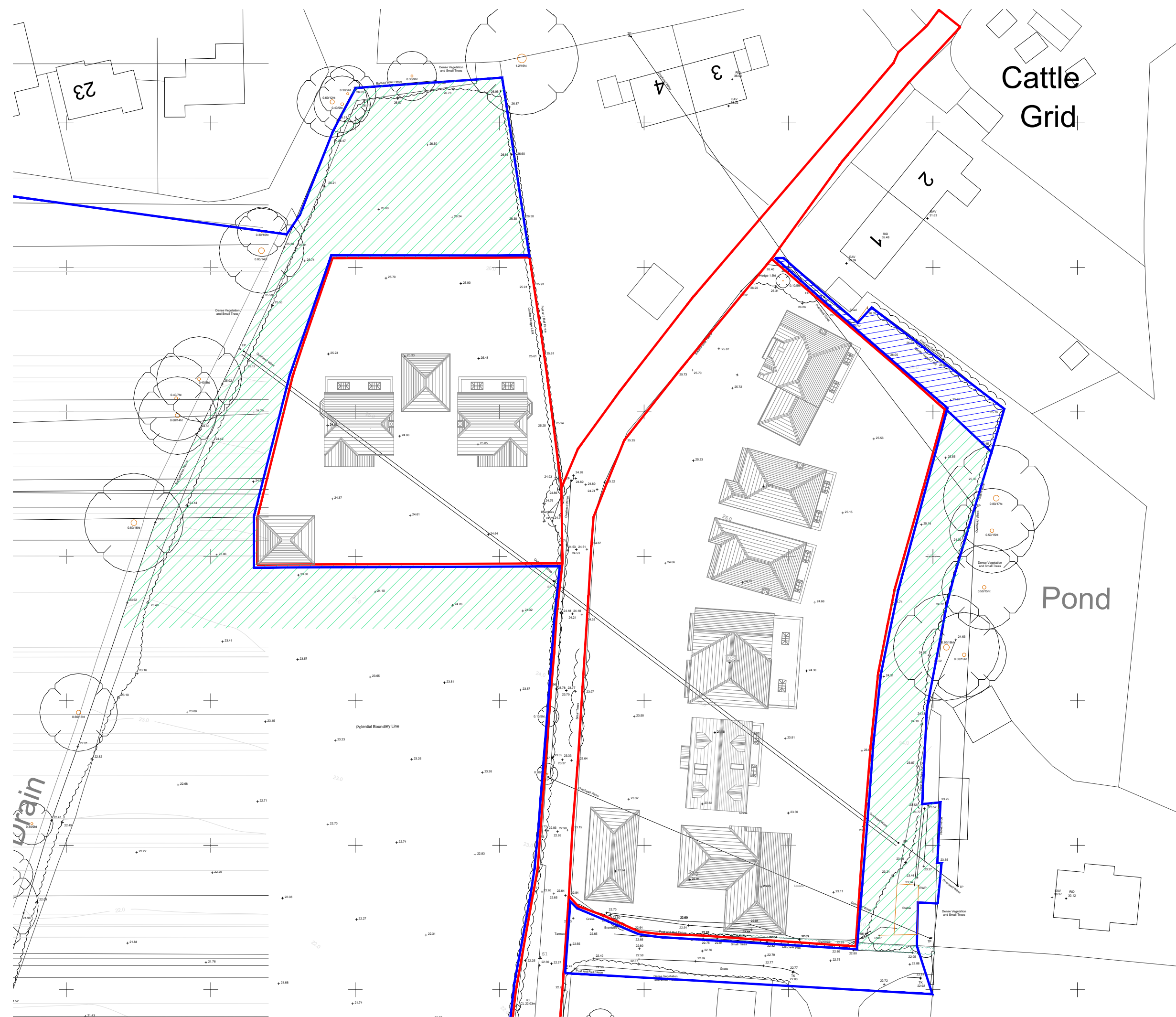
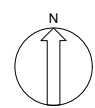
Rob Bourn
Managing Director
6th August 2026



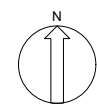
Appendix D – Amended Location and Block Plan



Site Location Plan
Scale 1:1250

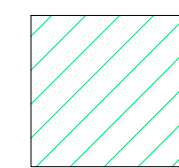


Proposed Block Plan
Scale 1:500



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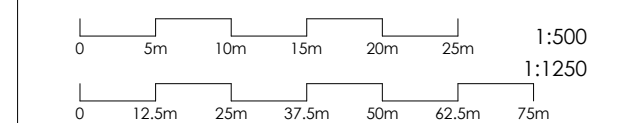


Hatching indicates Area of land set
aside for woodland/tree protection

D	SJB	07.08.26	Red & Blue site boundary lines revised
C	SJB	07.08.26	Red & Blue site boundary lines revised
B	SJB	26.06.26	Red & Blue site boundary lines revised
A	SJB	08.04.26	Drawing revised in acc. with client comments

REV BY DATE DETAILS

SCALE @ A1



CLIENT

Lee Goosens
Eastlands Lane, Cowfold, West Sussex, RH13 8AY

PROJECT

9 No - 3 & 4 Bed Homes

DRAWN BY

SJB

CHECKED BY

LKH

PLANNING SUBMISSION

DRAWING TITLE

Location Plan & Proposed Block Plan

DATE

24.11.25

DRAWING NUMBER

2562-01

REVISION

D

+44 (0)116 482 9284

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DO NOT CONSTRUCT FROM THIS DRAWING. Responsibility is Not Accepted For Errors Made By Others In Scaling From This Drawing. All Construction Information Must Be Taken From Figured Dimensions Only. All Dimensions And Levels Must Be Checked On Site And Any Discrepancies Between Drawings Must Be Reported To Lloyd Harden Design Ltd. THESE DRAWINGS ARE FOR PLANNING USE ONLY.



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MATERIALS

- 1.2m high estate rail fence
- 1.8m high timber panel fence
- Driveway & Parking areas to be Gravel Resin
- Terraced areas to gardens - to be 900x900 slabs
- Area of land given to No. 1 Eastfields Lane
- Area of land under ownership
- New planting - species to be confirmed by Landscape Designer
- Proposed shed/bike store

HOUSE TYPES

- House Type 1 (Plot No. 9) - 3 Bed Bungalow (1657sqft)
- House Type 2 (Plot No. 1 & 2) - 4 Bed 2 Storey (1797sqft)
- House Type 3 (Plot No. 6 & 7) - 3 Bed 2 Storey Semi (1528sqft)
- House Type 4 (Plot No. 4 & 5) - 4 Bed 2 Storey (1937sqft)
- House Type 5 (Plot No. 8) - 4 Bed 1 1/2 Storey (1743sqft)
- House Type 6 (Plot No. 3) - 4 Bed 2 Storey (1797sqft)

SITE AREAS

- West Parcel - 0.15ha
- East Parcel - 0.34ha
- Total - 0.49ha

REV	BY	DATE	DETAILS
F	SJB	07.08.26	Red & Blue site boundary lines revised

SCALE @ A2

0 5m 10m 15m 20m 25m 1:500

CLIENT

Lee Goosens
Eastlands Lane, Cowfold, West Sussex, RH13 8AY

PROJECT

9 No - 3 & 4 Bed Homes

DRAWN BY

SJB

CHECKED BY

LKH

PLANNING SUBMISSION

DRAWING TITLE

Proposed Site Plan

DATE	DRAWING NUMBER	REVISION
21.11.25	2562-03	F

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Proposed Site Plan
Scale 1:500

DATED 10 August 2026

- (1) EASTLANDS FARM LIMITED
- (2) WEST SUSSEX COUNTY COUNCIL
- (3) HORSHAM DISTRICT COUNCIL

**UNILATERAL UNDERTAKING UNDER SECTION 106 OF THE
TOWN AND COUNTRY PLANNING ACT 1990**

Relating to land North of Eastlands Land Cowfold West Sussex RH13 8AY

Planning ref: DC/26/0472

Planning Appeal ref: 6011338

THIS UNDERTAKING is dated 10 August 2026 and given by:

- (1) **EASTLANDS FARM LIMITED** (Co. Regn No. 03847271) whose registered office is at Amelia House, Crescent Road, Worthing, West Sussex BN11 1QR (**"the Owner"**);
- TO
- (2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex PO19 1RQ (**"the County Council"**);
- (3) **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 Owner is the proprietor with Freehold Title Absolute of the part of the Application Site registered at HM Land Registry under title number WSX239206 described as, "Eastlands Farm, Eastlands Lane, Horsham".
- 1.2 The Owner is the proprietor with Freehold Title Absolute of the Blue Land as shown on the Application Site Plan.
- 1.3 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.
- 1.4 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.
- 1.5 On 17 March 2026 the Application for the Development was submitted to the District Council and the District Council issued a notice refusing Planning Permission on 18 May 2026.
- 1.6 On 15 June 2026 the Owner submitted the Appeal to the Planning Inspectorate.
- 1.7 The Owner agrees that in the event that the Planning Permission is granted pursuant to the Appeal the obligations contained herein are reasonable and necessary to make the Development acceptable in planning terms in accordance with Regulation 122 of the CIL Regulations and therefore enters into this Deed in order to secure the planning obligations contained herein.
- 1.8 The Owner has entered into this Deed to regulate the Development in the event that the Planning Permission is granted pursuant to the Appeal.

NOW THIS DEED 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.

- 2.6 Any reference to a clause, schedule, paragraph or plan is to a clause, schedule, paragraph or plan in, to or attached to this Deed, 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 Deed.
- 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 Deed 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

The following definitions and rules of interpretation in this clause apply to this Deed:

“Act”	the Town and Country Planning Act 1990 (as amended).
“Application”	the application ascribed reference number DC/26/0472 and described as: “Erection of 9no. dwellings with associated car parking spaces, detached carports, garages and landscaping.”
“Appeal”	the appeal by the Owner to the Secretary of State against the decision by the District Council to refuse the Application under section 78 of the Town and Country Planning Act 1990 and which has been assigned appeal reference 6011338.
“Appeal Decision”	the appeal decision to be made in respect of the Appeal.
“Application Site”	the land North of Eastlands Lane Cowfold West Sussex RH13 8AY and 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 “Location Plan and Proposed Block Plan” with date 24.11.25 drawing number 2562-01 Rev D (issued 7 August 2026) at Schedule 1 of this Deed.
“BCIS Index”	the All-In Tender Price Index published by the Building Cost Information Service Index of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the District Council and/or County Council may specify.
“Blue Land”	the land at Eastlands Farm and shown for identification purposes edged blue on the Application Site Plan
“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

“Commencement Date”	the date on which the Commencement of the Development occurs.
“Commencement Notice”	the written notice confirming the Commencement Date of the Development referred to in clause 7.1.1 and served in accordance with Clause 7.3.
“County Council Monitoring Fees”	fees totalling £1,710 (One Thousand Seven Hundred and Ten Pounds) for monitoring obligations in the Deed to be paid to the County Council in accordance with clause 8 of this Deed.
“Development”	the development of the Application Site pursuant to the Planning Permission.
“District Council’s Monitoring Fees”	fees totalling £800 (Eight Hundred Pounds) for monitoring obligations in the Agreement to be paid to the District Council pursuant to clause 8 of this Agreement.
“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.
“Indexed/ Index Linked”	Adjusted in line with movements in the BCIS Index between the date of this Deed and the date that the particular payment falls due.
“Inspector”	the inspector appointed by the Secretary of State to determine the Appeal pursuant to Schedule 6 of the Act.
“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.
“Occupation”	occupation for any purpose for which the Planning Permission has been granted by the Inspector 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 Deed.
“Planning Permission”	the planning permission for the Development granted as a result of the Appeal being allowed in respect of the Application and the Appeal.
“Practical Completion”	in relation to a Dwelling, complete save for minor snagging items such that it is reasonably fit for Occupation for use with all utilities / services connected and in full operation and accessible by both vehicles and pedestrians and the words “Practically Complete” and “Practically Completed” shall be construed accordingly.
“Secretary of State”	the Secretary of State for Housing, Communities and Local Government from time to time appointed and any successor in function.
“Section 73	any planning permission granted pursuant to section 73 (or 73B when

4.1 This Deed is made pursuant to section 106 of the Act and all other enabling powers and the covenants restrictions and requirements created by this Deed are planning obligations for the purposes of Section 106 of the Act to the intent that they shall bind the Owners and its successors in title to each and every part of the Application Site and are enforceable by the District Council and the County Council as local planning authorities.

4.2 Subject to clause 5.1 it is agreed by the Owner that the obligations contained in this Deed are:

4.2.1 necessary to make the Development acceptable in planning terms;

4.2.2 directly related to the Development; and

4.2.3 fairly and reasonably related in scale and kind to the Development

in accordance with the requirements of Regulation 122 of the CIL Regulations.

5. CONDITIONS PRECEDENT

5.1 With the exception of clause 8 this Deed shall only come into effect if the Planning Permission is granted pursuant to the Appeal.

6. COVENANTS

6.1 Subject to clause 14.1:

6.1.1 The Owner covenants with the District Council to comply fully with and to perform the obligations contained herein and in Schedules 2, 3, and 4 of this Deed in accordance with the requirements and timescales set out;

6.1.2 The Owner covenants with the County Council to comply fully with and to perform the obligations contained herein and in Schedule 2 of this Deed in accordance with the requirements and timescales set out; and

6.1.3 The Owner covenants with the District Council and the County Council that the Development and use of the Application Site shall be in strict accordance with this Deed.

7. NOTICES

7.1 The Owner covenants 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 the Development; 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 the Development.

7.2 If the Owner fails 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 may give notice to the Owner of the District Council's determination.

7.3 Any notice, certificate or other communication required or permitted to be given under this Deed shall be given in writing to the relevant party and, in the case of the District Council, addressed to the Head of Development and Building Control and either:

7.3.1 emailed to planning.obligations@horsham.gov.uk; or

7.3.2 posted by first class 'Signed For' delivery to the relevant address referred to at the start of this Deed or such other address as may be notified in writing to the

- 7.5 Any notice, certificate or other communication sent by post in accordance with clause 7.3.2 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.
- 7.6 Any notice, certificate or other communication delivered personally in accordance with clause 7.3.3 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 Owner has undertaken to pay on or before the date hereof the District Council's and County Council's reasonable legal costs incurred in agreeing this Deed.
- 8.2 The Owner has undertaken to pay the District Council's Monitoring Fees and the County Council's Monitoring Fees for monitoring the planning obligations contained in this Agreement if Planning Permission is granted pursuant to this Appeal. Such Monitoring Fees to be paid within 10 (ten) Working Days of the Inspector's Appeal Decision to grant Planning Permission.

9. MORGAGEE'S/ CHARGEE'S LIABILITY

- 9.1 Any future chargee or mortgagee shall not be liable for any breach of the obligations in this Deed 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 Deed as if it were a person deriving title from the respective Owner.

10. GENERAL

The Owner undertakes that:

- 10.1 this Deed constitutes a deed.
- 10.2 this Deed is enforceable by the District Council in accordance with section 106 of the Act.
- 10.3 nothing in this Deed confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.
- 10.4 Nothing in this Deed constitutes an obligation to grant planning permission or any other approval consent or permission required from the District Council or County Council in the exercise of any other statutory function and nothing in this Deed constitutes any such approval, consent or permission.
- 10.5 It is hereby agreed by the Owner that failure by the District Council at any time to enforce the provisions of this Deed or to require performance strictly or otherwise by the Owner of any of the conditions, covenants, agreements or obligations of this Deed 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 Deed or any part thereof or the right of the District Council to enforce any provision and any variation of this Deed shall not vitiate the remainder of the Deed which shall remain in full force and effect subject to such amendment or amendments.
- 10.6 The Owner hereby undertakes that:
- 10.6.1 this Deed supersedes and replaces all previous negotiations whether oral or written;

- 10.9 If any provision in this Deed 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 Deed 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 Deed (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 is not granted because the Inspector dismisses the Appeal;
- 10.11.2 expires; or
- 10.11.3 is varied or revoked other than at the request of the Owner; or
- 10.11.4 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 Deed where such breach arises after the Owner has 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 Deed.
- No party to this Deed shall be liable for any breach of the restrictions and obligations set out in this Deed where such breach relates to land in which they do not have an interest.
- 10.13 References to the Application Site include any part of it.
- 10.14 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 10.15 Nothing in this Deed shall prohibit or limit the right to develop any part of the Application 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.
- 10.16 Subject to the proviso to this clause if any Section 73 Consent is granted after the date of this Deed:
- 10.16.1 the obligations in this Deed shall relate to and bind such Section 73 Consent; and
- 10.16.2 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.
- 10.16.3 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:

- 10.16.4 to the extent that any of the obligations in this Deed 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
- 10.16.5 the District Council reserves the right to insist upon the completion of a separate

10.17.2 Any statutory undertakers in respect of land held for their operational purposes and as a consequence of the release given in this clause this Deed 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 Deed (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 All differences and disputes which may arise between the Parties concerning this Deed shall be referred for 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 District Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any such, damages, and any other means of enforcing this Deed and consequential and interim orders and relief.

12. INTEREST

12.1 Contributions payable to the District Council and County Council under this Deed are due for payment on the day specified in this Agreement and any payment made after this date shall be with interest at the rate of 5% per annum from the date of the District Council and County Council's demand for payment.

13.2 The Owner undertakes 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 Deed 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.

14. APPEAL DECISION

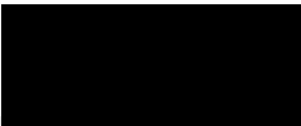
14.1 If the Secretary of State or the Inspector concludes in his or her Appeal Decision that any of the Planning Obligation(s) (or relevant part thereof) are incompatible with Regulation 122 of the Community Infrastructure Regulations 2010 (as amended), and/or that any such Planning Obligation(s) (or relevant part thereof) is not a material planning consideration in respect of the determination of the Appeal, and/or expressly states in his/her Appeal Decision that s/he attaches no weight to that Planning Obligation(s) (or part thereof) in determining the Appeal then the relevant Planning Obligation (or part thereof) shall from the date of the Appeal Decision cease to have effect and the Owner and their successors in title shall be under no obligation to comply with that Planning Obligation (or relevant part thereof) PROVIDED THAT the remaining obligations in this Deed shall remain in full force and effect and for the avoidance of doubt where the Secretary of State or the Inspector is silent upon any obligations then the obligations shall apply and be enforceable in accordance with the terms of this Deed.

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

EXECUTED as a DEED by
EASTLANDS FARM LIMITED
acting by one Director in the presence of a witness

..... Signature (Director)

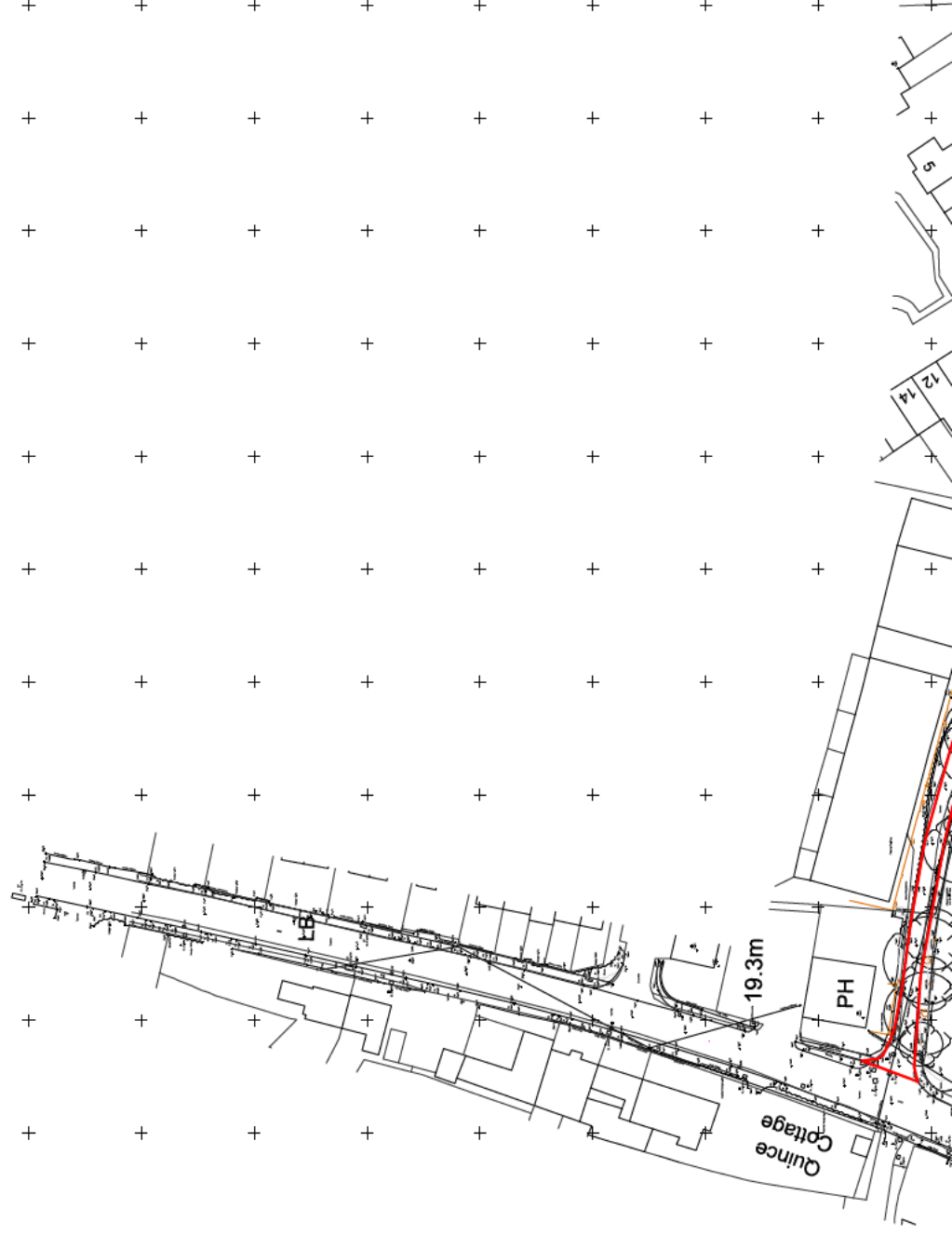
In the presence of:

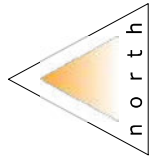
..... Signature
I Tom Wheatley..... Print name
T 3 Ickburgh Road..... Address 1
N London..... Address 2
E UK..... Address 3
S E5 8AF..... Post code
S Musician..... Occupation

SCHEDULE 1

Plans

- 1.** Application Site Plan entitled “Location Plan and Proposed Block Plan” with date 24.11.25 drawing number 2562-01 Rev B (issued 7 August 2026)
- 2.** Drainage Plan entitled “Drainage Strategy Layout” with drawing number with drawing number 2510088 0500 Rev P02 (issued 10 February 2026)
- 3.** Highway Works plan entitled “Access Proposals” with date October 2025 drawing number 14034_101 Rev P2 (issued 19 November 2025)
- 4.** Eastland Lane Works Plan entitled “Proposed Pedestrian Refuge Points” with date March 2026 drawing number 14034_110 Rev P1 (issued 13 March 2026)





LEGEND

PCC HB kerbs with 125mm upstand

PCC BN kerbs with 6mm upstand

PCC flush edging

0.6m * 25m VISIBILITY SPLAY

BITUMINOUS SURFACING FOR REFUGE POINTS



SCHEDULE 2
Highway Agreement/ Works

The Owner covenants 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 permissions required to implement a Scheme
“Eastlands Lane Works”	the Eastlands Lane pedestrian works, including refuge points and any associated low - level lighting or ancillary measures which comprise: a) pedestrian refuge points along Eastlands Lane in accordance with the Eastlands Lane Works Plan ; b) any localised widening, surfacing, signage, road safety, visibility or ancillary works needed to deliver the refuge points; c) low-level lighting or other proportionate pedestrian safety measures, subject to detailed design, ecology and landscape considerations; and d) arrangements for the future maintenance of the Eastlands Lane Works for the lifetime of the Development.
“Eastlands Lane Works Plan”	the submitted plan entitled “Proposed Pedestrian Refuge Points” with drawing number 14034_110 Rev P1 dated 13 March 2026 at Schedule 1 of this Deed
“Highway Works”	the access works within the highway on the junction of the A281 and the private road known as Eastlands Lane which will comprise: a) Giveway markings; b) Widening the access and cutting back all overgrown foliage providing the necessary visibility splay; and c) Tactile paving As shown on the Highway Works Plan
“Highway Works Plan”	the plan entitled “Access Proposals” with drawing number 14034_101 Rev P2 at Schedule 1 of this Deed and to be provided in accordance with the Highway Works Scheme
“Highway Works Scheme”	a scheme in respect of the Highway Works to be delivered in accordance with paragraph 2 of this Schedule
“Section 278 Agreement”	an agreement substantially in the form of the County Council’s standard draft with such amendments as may be agreed with the County Council and made under section 278 of the 1980 Act to secure the carrying out of the Highway Works
“Section 28	an agreement substantially in the form of the County

2. **Highway Works Scheme** To undertake a Stage 2 and Stage 3 Safety Audit in respect of the Highway Works.
- 2.2. Not to commence Development until a Highway Works Scheme has been submitted to and approved in writing by the County Council provided that where a Highway Works Scheme is submitted to the County Council which is not approved a revised Highway Works Scheme shall, within 14 days of receipt of notice in writing from the County Council that the previous Highway Works Scheme is not approved, be submitted to the County Council for approval.
- 2.3. Once the County Council has approved a Highway Works Scheme (the "Approved Highway Works Scheme") to obtain All Requisite Consents including without limitation entering into a Section 278 and/or Section 38 Agreement with the County Council.
- 2.4. After All Requisite Consents have been obtained to carry out in full the Approved Highway Works Scheme and to complete the Highway Works to the satisfaction of the County Council.
- 2.5. Not without the consent of the County Council to allow First Occupation of any Dwelling until such Highway Works have been completed to the satisfaction of the County Council.
3. **Eastlands Lane Works** Not to Occupy the Development until the Eastland Lane Works have been completed and the Owner has notified the Head of Development and Building Control that the Eastlands Lane works have been completed.

SCHEDULE 3

COMMUNITY LAND

The Owner covenants with the District Council as follows:

1. Interpretation of this Schedule

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:

“Drainage Plan” the plan entitled “Drainage Strategy Layout” with drawing number 2510088 0500 Rev P02 dated 10 February 2026 at Schedule 1 of this Deed

“Landscape Buffer” the undeveloped buffer to the west and south of plot 1 and plot 2 as indicatively shown hatched green within the Blue Land on the Application Site Plan together with associated planting, boundary treatment and management measures for the protection of adjacent woodland habitats and associated species;

“Managed Land” all or part of the following areas to be provided as part of the Development and the SuDs:

- a) the Open Space and the Landscape Buffer and, to be provided as part of the Development together with the SuDs which shall be managed by the Management Company as the case may be in accordance with the Managed Land Scheme and this Schedule
- b) internal estate roads and parking areas and lighting, to the extent that they are not within the demise of a Dwelling

which shall be managed by the Management Company in accordance with this Deed (but excluding any areas which have been or are to be adopted by the relevant highway or drainage authorities pursuant to an adoption agreement);

“Managed Land Scheme” a detailed written scheme for the ongoing management and maintenance of the Managed Land which shall:

- a) include a plan showing the boundaries of the Managed Land (such plan may be amended from time to time as the boundaries of the Managed Land change);
- b) demonstrate full integration of landscape, biodiversity and arboriculture considerations;
- c) confirm the approximate location and details of any apparatus to be vested in or adopted by statutory undertakers or the drainage or highway authorities;
- d) set out the frequency of the maintenance;
- e) include measures to replace any trees shrubs or turf which may die or become diseased following implementation of the Managed Land Scheme;
- f) specify the standard of maintenance and repair to be

costs of the Managed Land;

- h) state details of the proposed Management Company (if applicable);
- i) nominate the person who shall be the point of contact for anyone wishing to raise issues regarding the management or maintenance of the Open Space;
- j) specify the mechanism which shall be put in place to ensure that the details of the point of contact are publicized to residents of Dwellings, and members of the public entering the Managed Land and in the event of any change in the point of contact to notify the District Council in writing within 7 (seven) days of the date of such change;

“Open Space”

land in the Development including retained trees, landscaping and public shared space providing areas of:

- multifunctional green space including the SuDs;
- parks and gardens;
- amenity green space;
- natural/ semi-natural green space;

together with the SuDs, all of which shall be managed and maintained in accordance with the Managed Land Scheme;

“Managed Land Specification”

the specification provided for the Development for the Managed Land or any parts thereof to be laid out and maintained in accordance with this Deed and which may include information relating to any of the following as appropriate:

- plans, details, specifications and a timetable for provision of the Open Space
- approval of boundaries of any areas or parcels of land to be transferred to the Management Company
- details of the layout, landscaping and planting
- details for topsoil and seeding
- details for surface treatment (grass/hard/linked surface paths/impact safety absorbing surfaces)
- details of any earthworks, excavations, construction, drainage infrastructure including SuDs
- details of any fencing or materials
- details and type of any seating
- litter bins
- signage (type and location);
- arrangements for restricting public access (when reasonably required for the protection of adjacent woodland habitats and associated species) to the Landscape Buffer in order to minimise disturbance; and
- the arrangements for securing the availability of the Open Space for recreation and other uses.

- 2.1. Prior to Commencement of Development, to submit the Managed Land Specification and the Managed Land Scheme, to the District Council for approval and not to Commence or allow Commencement of the Development until the District Council has approved the aforesaid details, the Managed Land Specification and the Managed Land Scheme in writing, such approval not to be unreasonably delayed or withheld.
- 2.2. Unless otherwise agreed in writing with the District Council, not to Occupy or cause or allow Occupation of any of the Dwellings in the Development until the Owner has at their own expense:
 - 2.2.1. laid out and completed the Landscape Buffer in accordance with the approved Managed Land Specification in the first planting season following Practical Completion of the final Dwelling;
 - 2.2.2. provided the Managed Land in accordance with the Managed Land Specification such that it is ready for use;
 - 2.2.3. notified the Head of Development and Building Control that the approved works have been completed and requested written confirmation of satisfactory completion, who shall respond either by providing such confirmation or otherwise a schedule of defects;
 - 2.2.4. made good any defects identified by the Head of Development and Building Control prior to the transfer of the Managed Land and repeated the request set out in paragraph 2.2.3 until the Head of Development and Building Control has provided written confirmation of satisfactory completion;
 - 2.2.5. immediately upon receipt of the District Council's written confirmation of satisfactory completion of the approved works;
 - 2.2.5.1. offered in writing to transfer the Managed Land to the Management Company for **£1 (One Pound)** upon the contractual terms set out in paragraph 2.3.5 (including its sub paragraphs) of this Schedule and notify the Head of Development and Building Control of the District Council in writing that such offer has been made; and
 - 2.2.5.2. entered into a binding contract for the transfer of the Managed Land and the for the sum of **£1 (One Pound)** to the Management Company, which the Management Company will be required as a successor in title to the Owner to maintain the Managed Land PROVIDED ALWAYS that notice of entering into a contract shall be given to the District Council within 5 (five) Working Days of entering into the contract together with a copy of the binding contract.
- 2.3. Not to transfer any parcel of land comprising the Managed Land except upon the following terms and conditions unless otherwise agreed between the parties:
 - 2.3.1. title shall be deduced in accordance with the Land Registration Act 2002;
 - 2.3.2. the parcels of land comprising the Managed Land will be transferred free of any financial charges together with the rights and easements but subject only to the exceptions reservations right easements registered against the title prior to the date of this Deed and subject also to any easements granted to a statutory undertaker and purchasers of Dwellings after the date of this Deed and other matters contained and referred to in the register of title to the Application Site;
 - 2.3.3. vacant possession of the parcel of land comprising the Managed Land shall be given on the date of the transfer in accordance with the provisions of this Deed;
 - 2.3.4. completion shall take place on the date falling 60 (sixty) Working Days after the date the written offer of transfer is made pursuant to paragraph 2.2.5.1 and 2.2.5.2

of public open space as defined in this Deed and shall not be used for any trade or business and that no development requiring planning permission shall be carried out thereon unless it is for the purpose of providing children's play facilities or for the maintenance of the Managed Land or is required to be carried out by a statutory undertaker PROVIDED THAT and subject to (save in case of emergency) securing the District Council's prior written agreement the Landscape Buffer (or any part thereof) may be temporarily closed in whole or in part to the public only as far as necessary if and to the extent that:

2.3.5.1.1 works of maintenance, repair, cleansing or renewal need to be carried out;

2.3.5.1.2 there is a risk to public health or public safety; or

2.3.5.1.3 the District Council agrees in writing that temporary closure is appropriate for some other reason(s).

2.3.5.2 the Landscape Buffer shall be retained and managed in perpetuity for the purpose of protecting adjacent woodland habitats and associated species and public access to the Landscape Buffer may be restricted so far as is necessary for these purposes and consistent with existing public access rights.

2.3.5.3 the Owner and the District Council agree that when the Managed Land is transferred to the Management Company the Owner shall be entitled to include in the transfer of the title a requirement that the Management Company shall enter into a direct covenant with the Owner (in this case not including the owners of the Dwellings) to restrict the use of the land in accordance with the restrictions set out in this Deed.

2.3.5.4 that the Management Company perform and comply with the relevant Managed Land Scheme approved by the District Council (as may be varied or amended in writing by the District Council from time to time) and an obligation on the Management Company to secure the ongoing management and maintenance of the Managed Land;

2.3.5.5 notwithstanding the transfer of the Managed Land, if any tree, hedge or shrub that is part of the Managed Land dies, is removed or becomes seriously damaged or diseased within 12 (twelve) months of the transfer the Management Company shall ensure that such tree, hedge or shrub is replaced in accordance with the provisions of the Managed Land Scheme PROVIDED THAT where planting can only be carried out during a particular planting season then if later the replacement planting shall be carried out by the end of the next available planting season.

2.4 Until the Managed Land is transferred in accordance with paragraph 2.3 (including its sub paragraphs) and at its own expense, continue to maintain, manage and insure the Managed Land in accordance with the Managed Land Scheme.

2.5 Not to Occupy or cause or allow the Occupation of more than 50% of the Dwellings within the Development until the Owner has paid to the District Council a fee of **£600 (Six Hundred Pounds)** which is based on the current daily rate for the inspection of the works undertaken by the Owner in creating the Managed Land.

2.6 That the Managed Land shall be maintained at all times to the reasonable satisfaction of the District Council in accordance with the Managed Land Scheme approved under Paragraph 2 of this Schedule together with any amendments or details subsequently approved in writing by the District Council.

SCHEDULE 4

Management Company

The Owner covenants with the District 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:

“Estate Charge” the perpetual yearly variable estate management charge to be imposed on each Dwelling to cover the communal costs of the Management Company complying with the obligations of the management scheme in accordance with this Schedule.

“Management Company” a private management company or other approved management body established by the Owner to (amongst other things) carry out the long term management, maintenance and repair of landscape areas, access areas and any other non-adopted communal infrastructure in accordance with the provisions of this Deed PROVIDED THAT the objects of the Management Company shall include:

- a) managing the maintenance of the Managed Land;
- b) setting and collecting the Estate Charge;
- c) ensuring accountability to Occupiers of the Dwellings;
- d) future inspection, maintenance, repair, replacement, insurance and funding arrangements; and
- e) as applicable, communal drainage and SuDS.

“Management Company Structure Scheme” a scheme that addresses the following in relation to the Management Company:

- a) details of the proposed constitution of the Management Company which shall be a private company limited by shares or guarantee;
- b) proposed banking arrangements for the Management Company;
- c) details of and arrangements for maintenance of such insurances as shall be appropriate in respect of the use of any Managed Land managed by the Management Company in circumstances where the Management Company is in breach of its obligations under this Deed (including step in rights for the District Council (if it so elects) or its nominee; and
- d) details of how that mechanism may be exercised and details of settlement and transfer of Estate

2. Management Company

- 2.1. The Owners shall not Occupy or permit Occupation of any Dwelling in the Development until they have:
 - 2.1.1. submitted to the District Council a Management Company Structure Scheme for approval; and
 - 2.1.2. obtained written confirmation from the District Council that the Management Company Structure Scheme is approved
- 2.2. To procure that the Management Company uses its reasonable endeavours to enforce the obligation of an owner of a Dwelling to pay an Estate Charge to the Management Company.
- 2.3. Not to transfer or grant a long lease of any Dwelling or to sell or cause or permit any Dwelling to be sold other than by way of a transfer or long lease:
 - 2.3.1. that includes (or has supplemental to it) covenants from the transferee or lessee to contribute a fair and reasonable proportion by way of Estate Charge towards the costs of maintaining and managing the Managed Land by the Management Company;
 - 2.3.2. that includes a covenant from the transferee or lessee to enter into a deed of covenant directly with the Management Company in respect of the covenant at paragraph 2.3.1 above, such covenant to pass on to successors in title to the Dwelling and to be subject to a restriction on the registered title preventing any disposition without certifying compliance with this requirement; and
 - 2.3.3. without procuring a covenant by the Management Company covering maintenance and management of the Managed Land through the Management Company in accordance with the approved Management Company Structure Scheme (if appropriate), the relevant approved Landscape Buffer Scheme and to use any Estate Charge received from the transferee or lessee for such management and maintenance but for the avoidance of doubt if the Occupation of a Dwelling is to be under a lease or tenancy, the covenant to contribute to an estate charge may be given by the owner of a reversionary interest.
- 2.4. To ensure that all relevant payments are made to the Management Company (or the District Council, where relevant) relating to its maintenance of the Managed Land.
- 2.5. To maintain adequate public liability insurance for the Managed Land for the lifetime of the Development.