

- (1) STORRINGTON SQUASH CLUB LIMITED**
- (2) STORRINGTON LAWN TENNIS CLUB CIC**
- (3) MICHAEL WELLS CORBY**
- (4) JONATHAN MICHAEL ERIC WELLS CORBY**
- (5) SUNTRUST LIMITED**
- (6) HORSHAM DISTRICT COUNCIL**

DEED OF DISCHARGE

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

**Storrington Squash Club Limited, Greyfriars Lane, Storrington, West
Sussex RH20 4HE**

**Offsetting Land: (1) Land at Coolham Manor, Coolham Road, Coolham,
West Sussex, RH13 8QE, (2) Land on the West Side of Coolham Road,
Coolham, West Sussex and (3) Land adjoining Coolham Manor, Coolham Road,
Coolham, West Sussex**

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

Legal ref: 12604

Planning ref: S106/25/0036 and DC/22/2297

Between:

- (1) **STORRINGTON SQUASH CLUB LIMITED** (Company Registration No. 07386723) whose registered office address is at Amelia House, Crescent Road, Worthing, West Sussex, BN11 1QR ("**First Owner**");
- (2) **STORRINGTON LAWN TENNIS CLUB CIC** (Company Registration No. 11423414) whose registered office is at Storrington Lawn Tennis Club Greyfriars Lane, Church Street, Storrington, West Sussex, RH20 4HE ("**Second Owner**")
- (3) **MICHAEL WELLS CORBY** and **JONATHAN MICHAEL ERIC WELLS CORBY** both of Amelia House, Crescent Road, Worthing, BN11 1QR (together "**the Offsetting Site (1) and Offsetting Site (2) Owners**")
- (4) **MICHAEL WELLS CORBY** of Coolham Manor, Coolham, Horsham, West Sussex, RH13 8QE ("**the Offsetting Site (3) Owner**")
- (5) **SUNTRUST LIMITED** (Company Registration No. 01460956) whose registered office address is c/o Aviva, Wellington Row, York, YO90 1WR ("**the Chargee**")
- (6) **HORSHAM DISTRICT COUNCIL** of Albery House, Springfield Road, Horsham, West Sussex RH12 2GB ("**the District Council**")

together "the Parties"

1. BACKGROUND & RECITALS

Whereas

- 1.1 The District Council is the local planning authority as defined in the Act for the area within which the Application Site and the Offsetting Site is situated for the purposes of this Deed and for the purposes of section 106 of the Act and is entitled to enforce the planning obligations it contains.
- 1.2 The First Owner is the registered proprietor with Title Absolute of land registered at HM Land Registry under title number WSX297686 and described as "Land at Storrington Squash Club, Greyfriars Lane, Storrington, West Sussex, RH20 4HE".
- 1.3 The Second Owner is the registered proprietor with Title Absolute of land registered at HM Land Registry under title number WSX454330 and described as "Land on the east side of Storrington Lawn Tennis Club, Greyfriars Lane, Storrington, Pulborough, RH20 4HE".
- 1.4 Following the Original Agreement on 24 June 2025 a parcel of land within the Application Site (now known as land on the east side of Storrington Lawn Tennis Club Greyfriars Lane, Storrington, Pulborough, RH20 4HE and registered at HM Land Registry under title number WSX454330) was transferred from the First Owner to the Second Owner and the Second Owner is therefore a party to this Deed in order to receive the benefit of the discharge within it.
- 1.5 The Offsetting Site (1) and Offsetting Site (2) Owners are the registered proprietors with Title Absolute of land registered at HM Land Registry under titles numbered:
 - 1.5.1 WSX200950 and described as "Land at Coolham Manor, Coolham Road, Coolham, West Sussex, RH13 8QE" being "**the Offsetting Site (1)**".
 - 1.5.2 WSX201003 and described as "Land on the west side of Coolham Road, Coolham being "**the Offsetting Site (2)**".
- 1.6 The Offsetting Site (3) Owner is the registered proprietor with Title Absolute of land registered at HM Land Registry under title number WSX354069 being land adjoining Coolham Manor, Coolham Road, Coolham, Horsham ("**the Offsetting Site (3)**")
- 1.7 The Chargee is the registered proprietor of the following charges:
 - 1.7.1 dated 5th October 2001 as referenced at paragraph 3 of the Proprietorship register of title number WSX200950, the Offsetting Site 1

- 1.7.2 dated 5th October 2001 as referenced at paragraph 2 of the Proprietorship register of title number WSX201003, the Offsetting Site 2.
- 1.8 The Council's administrative area is situated in an area of serious water stress as identified by the Environment Agency's Water Stressed Areas Classification.
- 1.9 Southern Water supplies drinking water to the Council's administrative area from the SNWSZ.
- 1.10 In September 2021 Natural England released the Position Statement which required that any new development within the SNWSZ be Water Neutral. The Parties agreed to enter into the Original Agreement to secure the required mitigation in order to bind the Application Site and the Offsetting Site and to ensure the Development at the Application Site was Water Neutral.
- 1.11 On 31 October 2025 Natural England issued a withdrawal statement confirming that the Position Statement had been withdrawn following an agreement between Natural England, Southern Water and the Environment Agency that a reduction on the licence cap on water abstraction will ensure with sufficient certainty that development with the SNWSZ would not adversely impact protected Arun Valley habitats.
- 1.12 The Discharge Application was validated on 9 December 2025.
- 1.13 The Parties have agreed to enter into this Deed to discharge the Original Agreement because the District Council has determined that the mitigation and Offsetting Measures secured by the Original Agreement are no longer required.

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Deed:

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

3. DEFINITIONS

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

“Act”	the Town and Country Planning Act 1990 (as amended).
“Application”	the application ascribed reference number DC/22/2297 and described as: “Demolition of existing Squash Club and construction of a residential building containing 8no flats, including the provision of 14no parking spaces, private outdoor amenity space and landscaping (Amended Plans)”.
“Application Site”	all that land at Storrington Squash Club Limited, Greyfriars Lane, Storrington, West Sussex RH20 4HE registered with HM Land Registry under title numbers WSX297686 and WSX454330.
“Development”	the development of the Application Site pursuant to the Planning Permission.
“Discharge Application”	The application submitted on 26 November 2025 (and allocated reference S106/25/0036) for the purposes of discharging the Original Agreement.
“Offsetting Site”	all land comprising: (1) Land at Coolham Manor, Coolham Road, Coolham, West Sussex, RH13 8QE which is registered at HM Land Registry under title number WSX200950 and is shown for identification purposes edged blue on the Offsetting Site Plan (the “Offsetting Site (1)”) (2) Land on the west side of Coolham Road, Coolham which is registered at HM Land Registry under title number WSX201003 and is shown for identification purposes edged pink of the Offsetting Site Plan (“the Offsetting Site (2)”); and (3) land adjoining Coolham Manor, Coolham Road, Coolham, Horsham which is registered at HM Land Registry under title number WSX354069 and is shown for identification purposes edged yellow on the Offsetting Site Plan (“the Offsetting Site (3)”) at which the Offsetting Measures detailed in the Original Agreement were to be implemented, maintained and managed for the lifetime of the Development and which is identified edged red on the Offsetting Site Plan.
“Offsetting Site Owners”	together the Offsetting Site (1) Owner, Offsetting Site (2) Owner and Offsetting Site (3) Owner
“Offsetting Site Plan”	The plan of the Offsetting Site entitled Offsetting Site Plan produced at Annexure 1 of this Deed.
“Original Agreement”	the section 106 agreement between (1) Storrington Squash Club Limited (2) Michael Wells Corby (3) Jonathan Michael Eric Wells Corby (4) Suntrust Limited and (5) Horsham District Council dated 27 May 2025
“Owners”	together the First Owner and the Second Owner.
“Planning Permission”	the planning permission to be granted by the District Council pursuant to the Application.
“Position Statement”	the statement dated 14 September 2021 received by the District Council from Natural England which shows that water abstraction for drinking water supplies in the SNWSZ is having a negative impact on the wildlife sites in the Arun Valley.

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

4. ENABLING PROVISIONS

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

5. DISCHARGE OF PLANNING AGREEMENT

- 5.1 The Owners, the Offsetting Site Owners and the District Council agree that the Original Agreement shall hereby be discharged and shall determine absolutely and shall not be capable of being enforced against the Owners or their successors in title, the Offsetting Site Owners or their successors in title or any other party either with respect to the Application Site or the Offsetting Site.
- 5.2 The parties agree that the Planning Permission is unaffected by this Deed.

6. COSTS

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

7. GENERAL

The Parties undertake that:

- 7.1 this Agreement constitutes a deed of discharge for the purposes of section 106A of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 7.2 this Agreement constitutes a deed.
- 7.3 nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.
- 7.4 this Deed is enforceable by the District Council.
- 7.5 The Owners and the Offsetting Site Owners hereby undertake that:
 - 7.5.1 this Agreement supersedes and replaces all previous negotiations whether oral or written;
 - 7.5.2 the Owner and the Offsetting Site Owners have not relied on any express or implied statement warranty representation or undertaking given by or on behalf of the District Council; and
 - 7.5.3 nothing herein contained excludes the liability of any party in relation to fraud.

- 7.6 The Offsetting Sites Owners hereby give consent for the Offsetting Site Plan to be reproduced by the District Council.
- 7.7 If any provision in this Agreement shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.
- 7.8 This Agreement shall be governed by and interpreted in accordance with laws of England and the Parties submit to the exclusive jurisdiction of the courts of England.
- 7.9 References to the Application Site include any part of it.
- 7.10 References to the Offsetting Sites include any part of them.

8. LOCAL LAND CHARGE

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

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

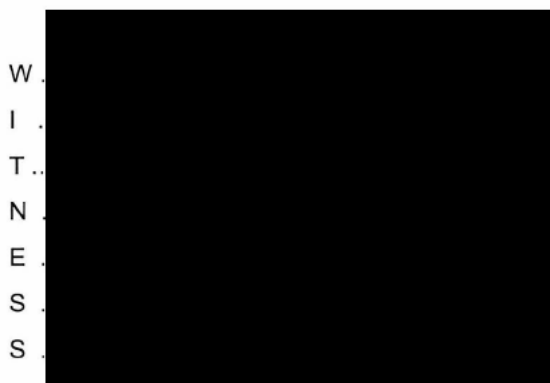
SIGNED as a **DEED** by

STORRINGTON SQUASH CLUB LIMITED
acting by its Director:



..... Signature

In the presence of:

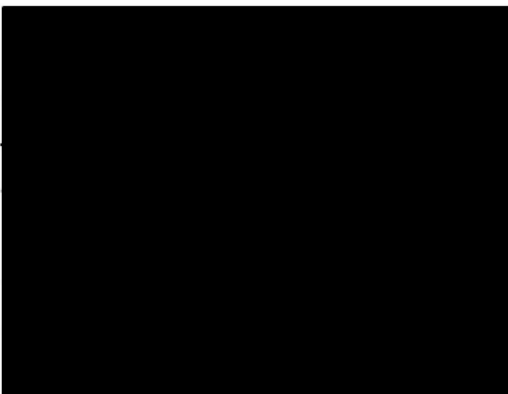


W	Signature
I	Print name
T	Address 1
N	Address 2
E	Address 3
S	Post code
S	Occupation

SIGNED as a DEED by
STORRINGTON LAWN TENNIS CLUB CIC
acting by an Authorised Member:

.....  .. Signature

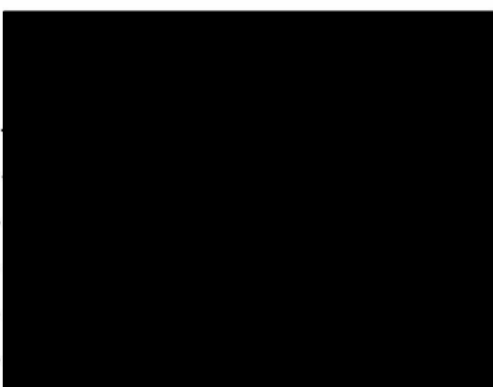
In the presence of:

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

SIGNED as a DEED by
MICHAEL WELLS CORBY

...  Signature

In the presence of:

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

SIGNED as a DEED by
JONATHAN MICHAEL ERIC WELLS CORBY

..... Signature

In the presence of:

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

EXECUTED as a DEED by
SUNTRUST LIMITED
acting by two authorised signatories

..... Signature of Authorised Signatory
..... Print name
..... Signature of Authorised Signatory
..... Print name

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



Authorised Officer



ANNEXURE 1

Offsetting Site Plan entitled “Offsetting Site Plan”

