

(1) DANIEL WENMAN and TINA MARIE WENMAN

(2) HORSHAM DISTRICT COUNCIL

DEED OF DISCHARGE

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

**Land to the North of Hilltop Country Park, Emms Lane, Brooks Green,
Horsham, West Sussex RH13 0TR**

and

Offsetting Land

- 1. Land forming part of the caravan park known as Bluebell Park, Emms Lane, Brooks Green Horsham; and**
- 2. Land at the caravan park known as Hilltop Park, Brooks Green, Horsham**

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

THIS AGREEMENT is made as a deed and dated 21st April 2026

Between:

- (1) **DANIEL WENMAN and TINA MARIE WENMAN** of Tickners Barn, Trout Lane, Barns Green, Horsham, West Sussex RH13 0QE ("**the Owners**");
- (2) **HORSHAM DISTRICT COUNCIL** of Albery House, Springfield Road, Horsham, West Sussex RH12 2GB ("**the District Council**").

together "the Parties"

1. BACKGROUND & RECITALS

Whereas

- 1.1 The District Council is the local planning authority as defined in the Act for the area within which the Site and the Offsetting Land 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 Owners are the registered proprietors with Title Absolute of the Site, registered at HM Land Registry under title number WSX352909 described as "Tickners Barn, Trout Lane, Barns Green, Horsham (RH13 0QE)", and of the Offsetting Land,, registered at HM Land Registry under title numbers WSX333300 described as "Bluebell Park, Wardens Lodge, Emms Lane, Brooks Green, Horsham (RH13 0TR)" and WSX342056 described as "land on the north east side of Emms Lane, Brooks Green, Horsham".
- 1.3 On 31 October 2025 Natural England issued the Withdrawal Statement formally withdrawing the Position Statement and the requirement for development within the SNWSZ to be Water Neutral.
- 1.4 The Council received the Discharge Application on 3rd December 2025 which was validated on 11th December 2025.
- 1.5 The Parties have agreed to enter into this Deed to discharge the Original Agreement because the Council has determined that the mitigation and Offsetting Measures to achieve Water Neutrality it secures for the Development 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 that all terms defined in the Original Agreement shall be preserved and shall apply for the purposes of interpreting this Deed and that additionally, the following expressions shall have the following meanings:

“Discharge Application”	The application received by the Council on 3 rd December 2025 (and allocated reference S106/25/0040) for the purposes of discharging the Original Agreement.
“Original Agreement”	the section 106 agreement between (1) Daniel Wenman and Tina Marie Wenman (2) Horsham District Council dated 11 th June 2024.
“Withdrawal Statement”	a statement issued by Natural England on 31 October 2025 confirming that the Position Statement has been withdrawn and that development within the SNWSZ no longer needed to be Water Neutral.

4. ENABLING PROVISIONS

- 4.1 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 and the Council agree that the Original Agreement shall hereby be discharged in its entirety and will cease to have any effect from the date of this Deed and shall not be capable of being enforced against the Owners or their successors in title with respect to the Site or the Offsetting Land or any part thereof.

6. COSTS

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

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 The Owners hereby undertake that:
- 7.4.1 this Agreement supersedes and replaces all previous negotiations whether oral or written;

7.4.2 the Owners have not relied on any express or implied statement warranty representation or undertaking given by or on behalf of the District Council; and

7.4.3 nothing herein contained excludes the liability of any party in relation to fraud.

7.5 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.

7.6 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.

7.7 References to the Site include any part of it.

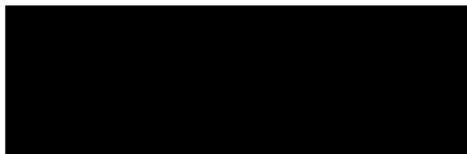
7.8 References to the Offsetting Land include any part of it.

8. LOCAL LAND CHARGE

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

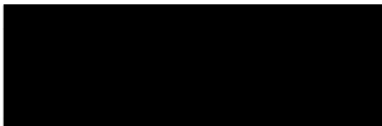
IN WITNESS whereof this Agreement has been duly executed the day and year first hereinbefore mentioned

**SIGNED as a DEED by
DANIEL WENMAN**



..... Signature

In the presence of:



..... Signature

SAMANTHA GOHINTON Print name

T CHENIES Address 1

N OKWOOD HILL Address 2

E OCKLEY Address 3

S RHS SNB Post code

S ACCOUNTANT Occupation

SIGNED as a DEED by
TINA MARIE WENMAN

[Redacted Signature]

Signature

In the presence of:

[Redacted Signature]

Signature

SAMANTHA GORNTON..... Print name
T CHENES..... Address 1
N OAKWOOD HILL..... Address 2
E OCKLEY..... Address 3
S RH5 5NB..... Post code
S ACCOUNTANT..... Occupation

SEALED WITH THE COMMON SEAL of
HORSHAM DISTRICT COUNCIL

in the presence of:

[Redacted Signature]

Authorised Officer



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