



F.A.O. Joanne Fisher
Development Management
Mid Sussex District Council

Dear Sirs

Hurstpierpoint Section 106 Agreement - Deed of Variation
Ref:(DM/24/1139)

Please find enclosed with this letter the following documents:

1. a draft deed of variation to the section 106 agreement which was completed on 17 March 2025;
2. the plan appended to the original section 106 agreement, drawing reference 01497/PL06 (original plan);
3. the plan which is proposed to replace the original plan (by effect of the deed of variation), drawing reference 01497/PL06 Rev A (replacement plan);
4. a marked-up plan showing the area (hatched black) which was included in error within the original plan and which has been removed from the replacement plan (marked-up plan).

In summary the original plan, the purpose of which was to delineate the land bound by the original section 106 agreement, comprised two (red-edged) illustrations of the land; a smaller illustration on the right side of the original plan (scale 1:1250) and a larger (blown-up) drawing on the left side of the original plan (scale 1:500).

Whilst the smaller drawing on the right was correct and faithfully illustrated the actual application site/land to be bound by the original section 106 agreement, the larger drawing on the left was incorrect as it erroneously included additional land which was not part of the development site. That additional area of land is shown hatched black on the marked-up plan. The blacked hatched area has been removed in the replacement plan.

The hatched black area was never intended to form part of the development site and no part of the development is proposed to be built upon it.

BY EMAIL

Date

7 May 2025

Our Reference

HKHA1/EAR1347/4

Your Reference

Please ask for

Haroon Khan

DDI

01932 590680

Mobile

07384 116395

Email

haroon.khan

@knightsplc.com

Knights
400 Dashwood Lang Road
Weybridge
KT15 2HJ

T 01932 590500
W knightsplc.com

Knights

Knights is the trading name of Knights Professional Services Limited which is a limited company registered in England and Wales, registered no. 08453370 and authorised and regulated by the Solicitors Regulation Authority under number 620595. Registered office is The Brampton, Newcastle-under-Lyme, Staffordshire, ST5 0QW. VAT no. 208 8271 04

The purpose of the proposed deed of variation, therefore, is simply to 'swap' the replacement plan into the original section 106 agreement, so as to correct the discrepancy. Pursuant to section 106A of the Town and Country Planning Act 1990, variations to section 106 obligations which are less than 5 years old can only be achieved by a deed between the authority(s) by whom the obligation is enforceable and the person(s) that the obligation is enforceable against.

We look forward to hearing from you.

Yours faithfully



Knights

Encls.

Knights

Knights
400 Dashwood Lang Road
Weybridge
KT15 2HJ

T 01932 590500
W knightsplc.com

Enclosure 1 – Draft Deed of Variation

Knights

Knights
400 Dashwood Lang Road
Weybridge
KT15 2HJ

T 01932 590500
W knightsplc.com

DATED

2025

- 1) **MID SUSSEX DISTRICT COUNCIL**
- 2) **WEST SUSSEX COUNCIL**
- 3) **ROGER RELF WATERS, HAZEL RUTH LANE, ALICE VICTORIA WATERS, CHARLES RELF**
- 4) **EARLSWOOD HOMES HOLDINGS LIMITED**

**DEED OF VARIATION OF SECTION 106
AGREEMENT**

Deed of Agreement pursuant to section 106A of the
Town and Country Planning Act 1990

Relating to land at 147 and 149 College Lane,
Hurstpierpoint,
Hassocks BN6 9AF

Planning Permission Reference: DM/24/1139

THIS DEED is made the

day of

2025

BETWEEN:

1. **MID SUSSEX DISTRICT COUNCIL** of Oaklands, Oaklands Road, Haywards Heath, West Sussex, RH16 1SS ("**the District Council**")
2. **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex, PO19 1RQ ("**the County Council**")
3. **ROGER RELF WATERS** of 149 College Lane, Hurstpierpoint, Hassocks, BN6 9AF, **HAZEL RUTH LANE** of Orchard Cottage, Bedlam Street, Hurstpierpoint, Hassocks RH6 9EW, **ALICE VICTORIA WATERS** of 57 Lewin Street, Bardon 4065, Australia, **CHARLES RELF WATERS** of 14 Devon Road, Felixstowe, Suffolk IP11 9AF and **DUNCAN JAMES LAURANCE LANE** of Highfields Farm, College Lane, Hurstpierpoint, Hassocks BN6 9JT ("**the Owner**")
4. **EARLSWOOD HOMES HOLDINGS LIMITED** incorporated and registered in England and Wales with company number 08130321 whose registered office is at Roebuck House, 5 Roebuck Close, Reigate, Surrey, RH2 7ER ("**the Developer**")

together referred to in this Deed as the "**Parties**".

RECITALS

- (A) The Parties entered into an agreement pursuant to section 106 of the Act in relation to planning application reference DM/24/1139 on 17 March 2025 (the "**Principal Agreement**").
- (B) The Planning Permission was subsequently granted by the Council on 17 March 2025.
- (C) The Parties have agreed to enter into this Deed in order to vary the Principal Agreement in the manner described in the Schedule to this Deed.
- (D) The District Council and the County Council are satisfied that the obligations in this Deed are planning obligations for the purposes of section 106 and section 106A of the Act.

1. INTERPRETATION

Words and expressions defined in the Principal Agreement will have the same meaning in this Deed, unless the context otherwise requires.

2. CONSTRUCTION OF THIS DEED:

In this Deed unless the context indicates or requires otherwise:-

- 2.1 References in this Deed to clauses, paragraphs and schedules are to clauses, paragraphs and schedules in this Deed;
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa;
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed as being interchangeable in that manner;
- 2.4 Any reference to an act of Parliament shall include any modification extension or re-enactment of that act for the time being in force and shall include all subordinate instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it;

2.5 References in this this Deed to the Owner shall include the successors in title to the Owner and to any person deriving title through or under the Owner (or where the Owner is more than one person or entity the successors in title to and any person deriving title from the relevant person or entity) and in the case of the District Council or the County Council or any other body the successors to their statutory functions;

2.6 The headings are for reference only and shall not affect the construction or interpretation of this Deed.

3. LEGAL EFFECT

3.1 This Deed is made pursuant to Sections 106 and 106A of the 1990 Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

3.2 The Principal Agreement (as varied by this Deed) creates planning obligations and is enforceable by the District Council and the County Council against the Owner and the Owner's successors in title to the Site.

4. COMMENCEMENT

This Deed shall come into effect on the date hereof.

5. VARIATION OF THE PRINCIPAL AGREEMENT

The Parties agree that the Principal Agreement shall be varied as set out in the Schedule to this Deed.

6. CONTINUATION OF THE TERMS OF THE PRINCIPAL AGREEMENT

The Parties agree that with effect from the date hereof the Principal Agreement shall be construed as having been amended by the terms of this Deed but otherwise the terms of the Principal Agreement shall continue in full force and effect.

7. COSTS

7.1 The Developer covenants with the District Council to pay on or prior to completion of this Deed the Council's reasonable legal costs and disbursements in connection with this Deed.

7.2 The Developer covenants with the County Council to pay on or prior to completion of this Deed the County Council's reasonable legal costs and disbursements in connection with this Deed.

8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Unless expressly stated to the contrary, the provision of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person or persons other than the Parties shall have any rights under it nor shall it be enforceable by any person other than the Parties.

9. GOVERNING LAW AND JURISDICTION

This Deed shall be governed by and interpreted in accordance with the Law of England and Wales and the Parties submit to the jurisdiction of the courts of England and Wales.

10. LOCAL LAND CHARGE

Upon completion this Deed shall be registered as a local land charge by the District Council.

IN WITNESS whereof the parties hereto have duly executed this Deed on the day and year first before written.

**SCHEDULE
VARIATIONS TO THE PRINCIPAL AGREEMENT**

1. The plan (drawing reference 01497/PL06 REV A) appended at the Appendix to this Deed (“the **Replacement Plan**”) shall replace the plan appended at Appendix 1 of the Principal Agreement.
2. All references to “the Plan” in the Principal Agreement shall hereinafter be construed as referring to the Replacement Plan.

Executed as a Deed by
affixing the Common Seal of
MID SUSSEX DISTRICT COUNCIL
in the presence of:-
Authorised Officer

Executed as a Deed by
affixing the Common Seal of
WEST SUSSEX COUNTY COUNCIL
in the presence of:-
Authorised Officer

Executed as a Deed by
ROGERS RELF WATERS
in the presence of:-
Signature of witness
Name (in BLOCK CAPITALS)
Address
.....
Occupation

Executed as a Deed by
HAZEL RUTH LANE
in the presence of:-
Signature of witness
Name (in BLOCK CAPITALS)
Address
.....
Occupation

Executed as a Deed by
ALICE VICTORIA WATERS
in the presence of:-
Signature of witness
Name (in BLOCK CAPITALS)
Address
.....
Occupation

Executed as a Deed by
CHARLES RELF WATERS
in the presence of:-
Signature of witness
Name (in BLOCK CAPITALS)
Address
.....
Occupation

Executed as a Deed by
DUNCAN JAMES LAURANCE LANE
in the presence of:-
Signature of witness
Name (in BLOCK CAPITALS)
Address
.....
Occupation

Executed as a Deed by
EARLSWOOD HOMES HOLDINGS LIMITED
acting by Jason Vince, a director
Director
in the presence of:-
Signature of witness
Name (in BLOCK CAPITALS)
Address
.....
Occupation

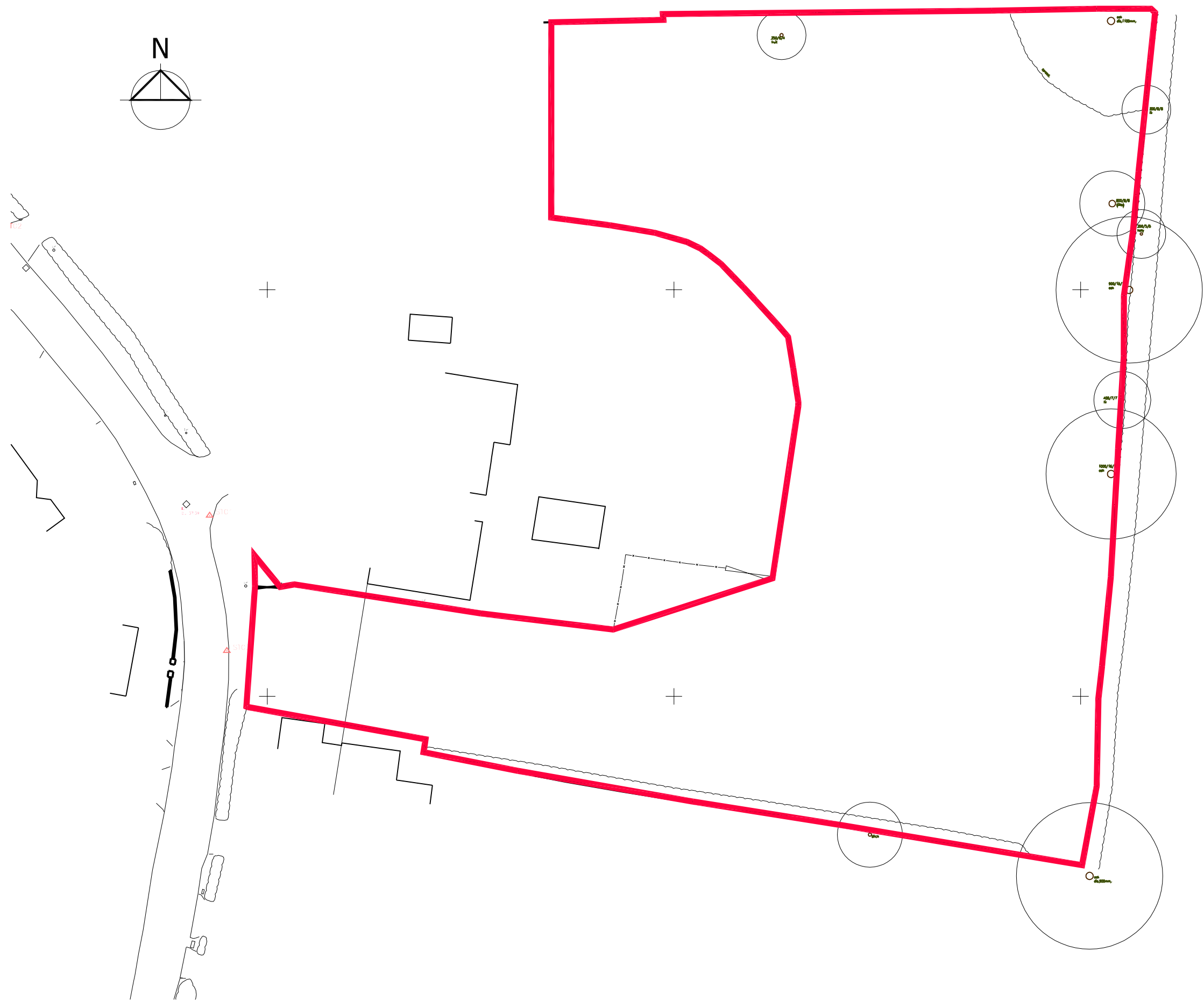
APPENDIX – REPLACEMENT PLAN

Enclosure 2 – Original Plan

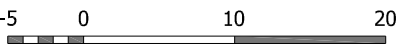
Knights

Knights
400 Dashwood Lang Road
Weybridge
KT15 2HJ

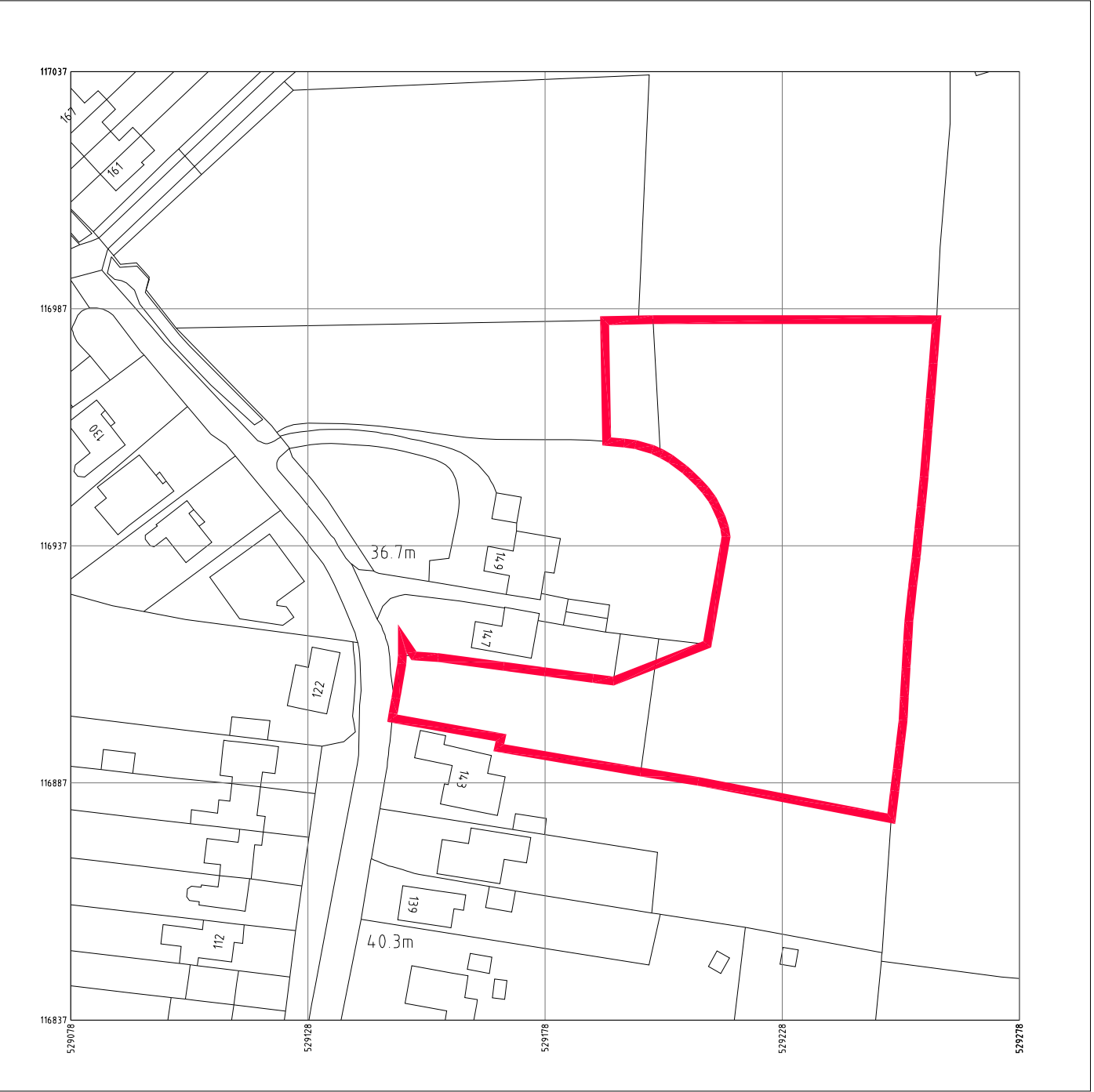
T 01932 590500
W knightsplc.com



Existing Site Layout 1:500

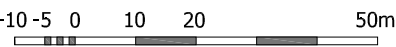


01856 898 022
www.UKPlanningMaps.com



Produced on 29 January 2024 from the Ordnance Survey National Geographic Database and incorporating surveyed revision available at this date.
This map shows the area bounded by 529078 116837 529278 116837 529278 117037 529078 117037 529078 116837.
Crown copyright and database rights 2024 OS 100054135. Supplied by copla ltd trading as UKPlanningMaps.com a licensed Ordnance Survey partner (OS 100054135).
Data licence expires 29 January 2025. Unique plan reference: v46/11051698/1416870

Location Plan 1:1250



Rev	Date	Description



www.dmsarchitects.co.uk
Old Chambers, 93-94 West Street,
Farnham, Surrey. GU9 7EB
Tel. 01252 246616 / 07812 504922

Client: Earlwood Homes Ltd	Drawn by: DMS
Project: Land off College Lane Hurstpierpoint	Scale: various@ A2

Drawing Title: Site + Location Plans	Date: Apr 2024 Checked by:
---	----------------------------------

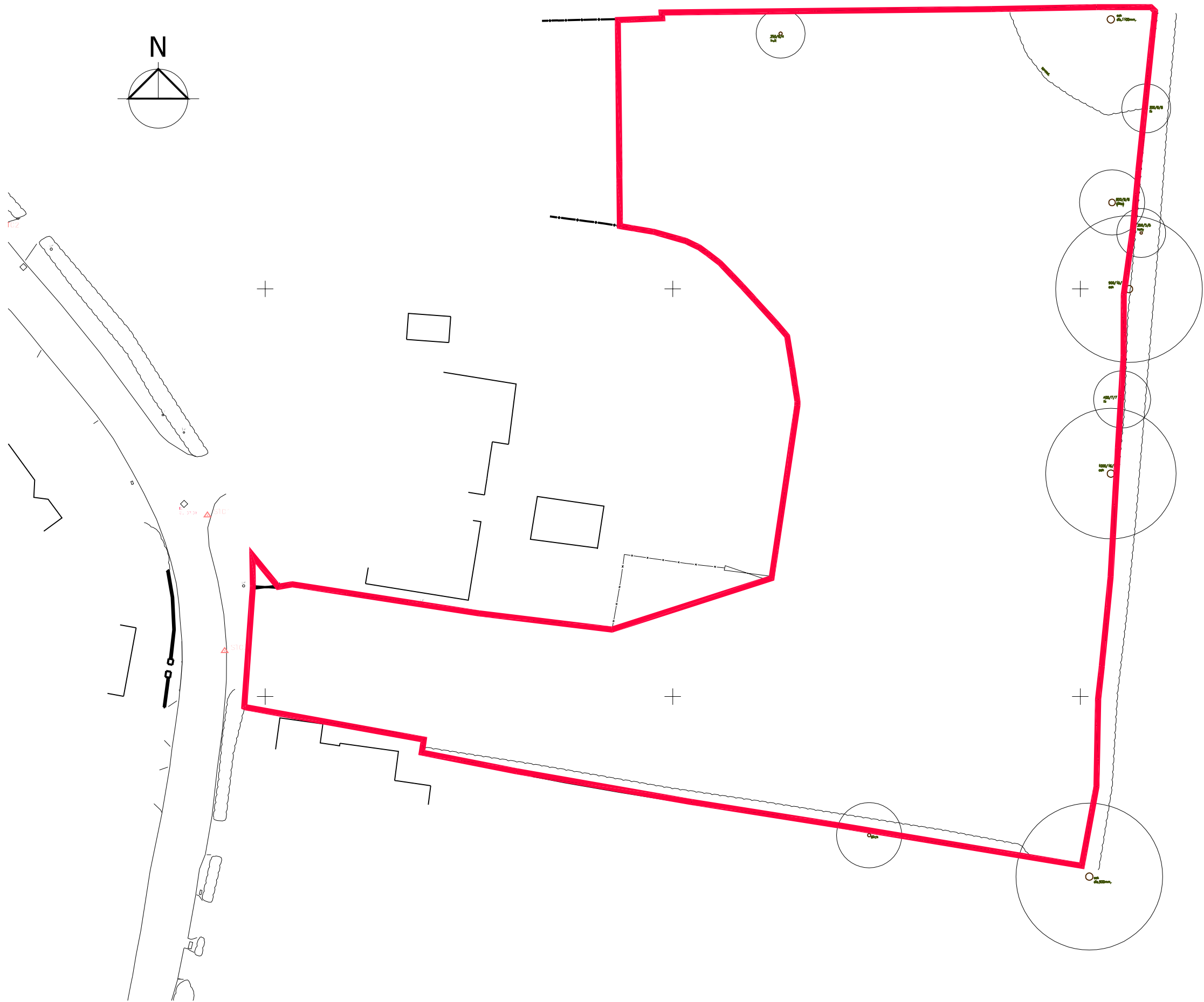
Drawing Number: 01497/PL06	Revision:
-------------------------------	-----------

Enclosure 3 – Replacement Plan

Knights

Knights
400 Dashwood Lang Road
Weybridge
KT15 2HJ

T 01932 590500
W knightsplc.com

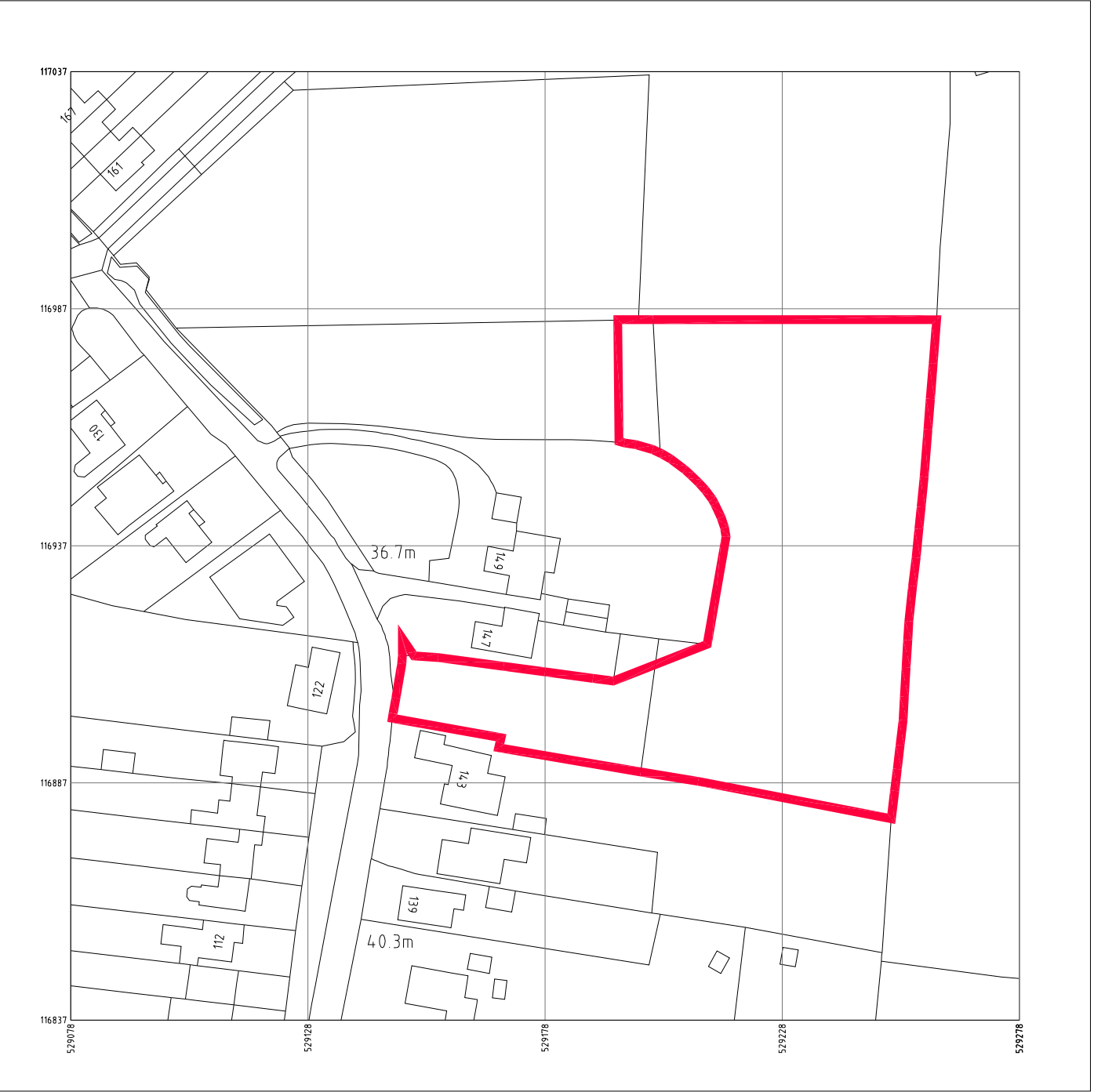


Existing Site Layout 1:500

-5 0 10 20



01856 898 022
www.UKPlanningMaps.com



Produced on 29 January 2024 from the Ordnance Survey National Geographic Database and incorporating surveyed revision available at this date.
This map shows the area bounded by 529078 116837 529278 116837 529278 117037 529078 117037 529078 116837.
Crown copyright and database rights 2024 OS 100054135. Supplied by copla ltd trading as UKPlanningMaps.com a licensed Ordnance Survey partner (OS 100054135).
Data licence expires 29 January 2025. Unique plan reference: v46/11051698/1416870

Location Plan 1:1250

-10 -5 0 10 20 50m

A 21.11.24 Redlines amended.		
Rev	Date	Description



www.dmsarchitects.co.uk
Old Chambers, 93-94 West Street,
Farnham, Surrey. GU9 7EB
Tel. 01252 246616 / 07812 504922

Client: Earlwood Homes Ltd	Drawn by: DMS
Project: Land off College Lane Hurstpierpoint	Scale: various@ A2

Drawing Title: Site + Location Plans	Date: Apr 2024 Checked by:
---	----------------------------------

Drawing Number: 01497/PL06	Revision: A
-------------------------------	----------------

Enclosure 4 – Marked-Up Plan

Knights

Knights
400 Dashwood Lang Road
Weybridge
KT15 2HJ

T 01932 590500
W knightsplc.com

Site + Location Plans	Apr 2004
-----------------------	----------