

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 and DM/25/1379

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) A second planning permission was granted under section 73 of the Act on 22 July 2025 under reference DM/25/1379
- (D) 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.
- (E) 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
DEREK JOHN EDWARD
LANE as attorney for
HAZEL RUTH LANE
under a power of attorney
registered on 2 September 2019

.....

in the presence of:-
Signature of witness
Name (in BLOCK CAPITALS)
Address
.....
Occupation

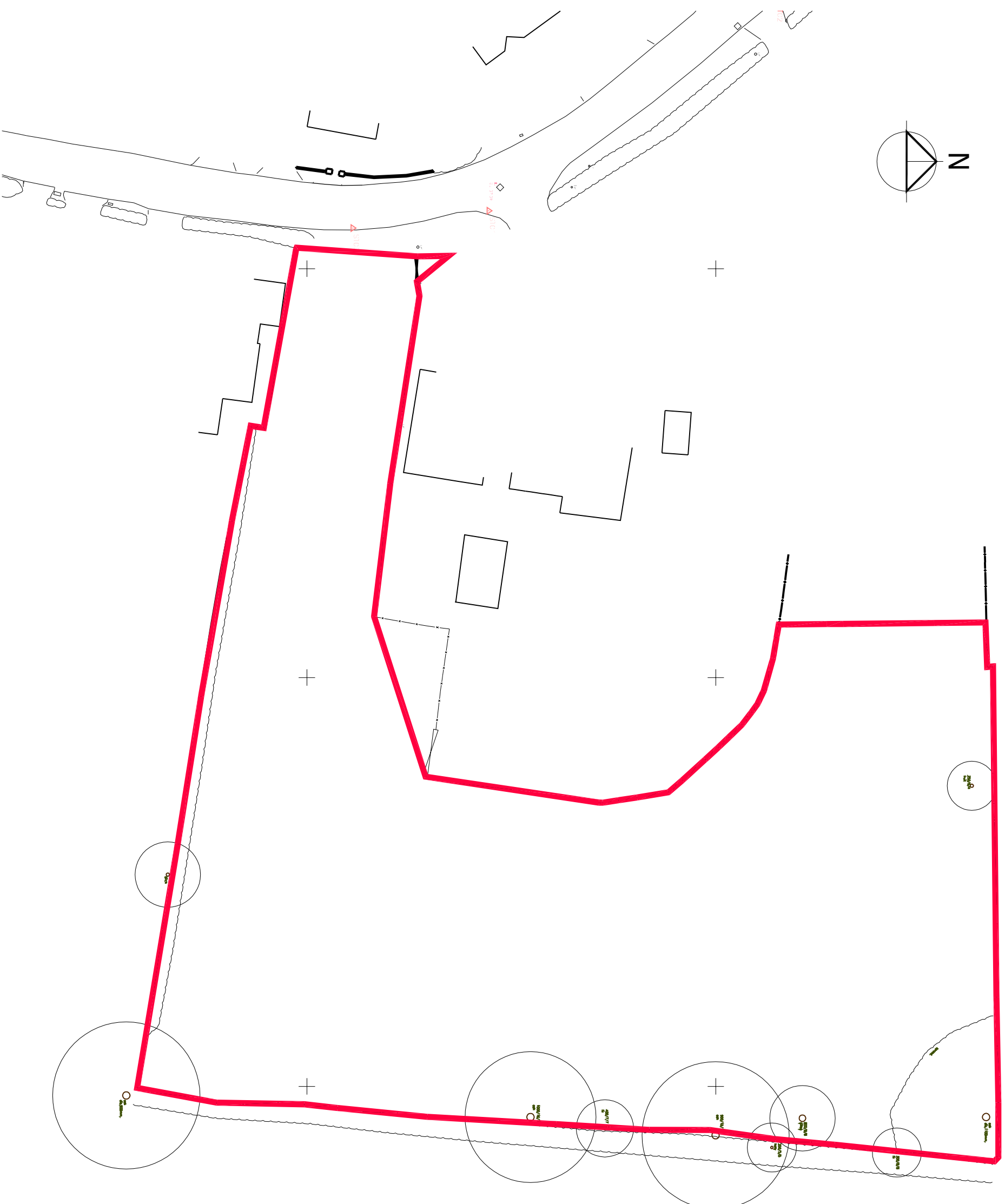
Executed as a Deed by
ALICE VICTORIA WATERS
in the presence of:-
Signature of witness
Name (in BLOCK CAPITALS)
Address
.....
Occupation

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

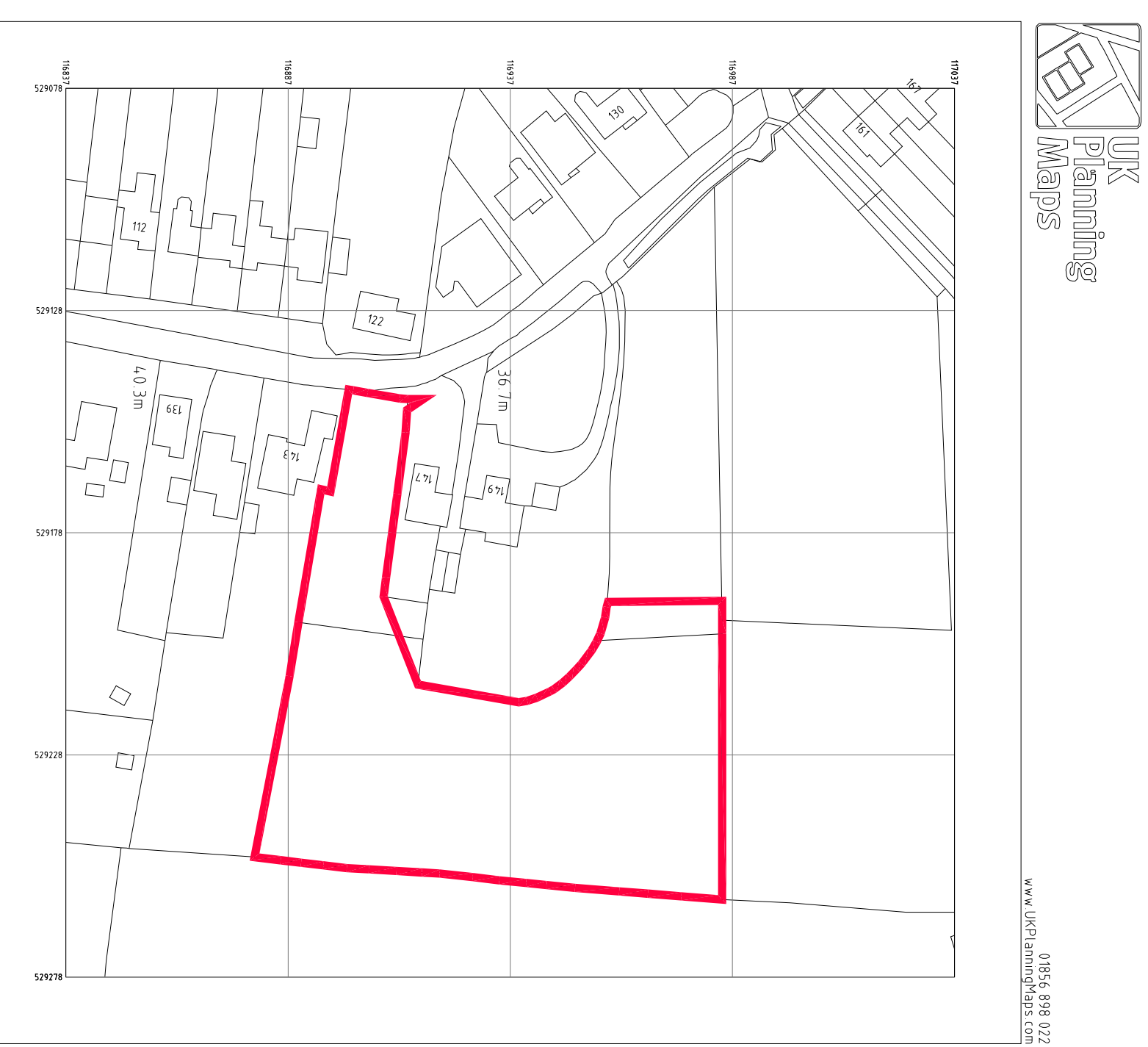
Executed as a Deed by
DUNCAN JAMES LAURANCE LANE
in the presence of:-
Signature of witness
Name (in BLOCK CAPITALS)
Address
.....
Occupation

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



Existing Site Layout 1:500



Location Plan 1:1250



Rev	Date	Description
A	21.11.24	Redlines amended.

DMK
ARCHITECTS
INNOVATIVE · INDIVIDUAL · EXPERIENCED

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

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

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

Drawing Number: 01497/PL06
Revision: A