MID SUSSEX
DISTRICT COUNCIL

DATED 23rd March 2026

AMANDA JANE BUTTON and GILES MICHAEL CASEY(1)

AND

MID SUSSEX DISTRICT COUNCIL (2)

PLANNING OBLIGATION

Pursuant to Section 106 of the

Town and Country Planning Act 1990 (as amended)

Relating to Land Adjacent to Hounds Cottage Wall Hill Road Ashurst Wood RH19 3TQ

DM/26/0064

Mid Sussex District Council
'Oaklands' Oaklands Road
Haywards Heath
West Sussex
RH16 1SS

IKEN REF: 8550

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS COPY WITH THE ORIGINAL DOCUMENT AND FOUND IT TO BE A TRUE COPY THEREOF:

DATE: 23.03.26

THIS DEED is dated the 23rd day of March 2026

BETWEEN

(1) **AMANDA JANE BUTTON** of 70 Atbara Road Teddington TW119PD and **GILES MICHAEL CASEY** of Beech Tree Cottage Beaconsfield Road Chelwood Gate Haywards Heath RH17 7LG **("the Owners")**

AND

(2) **MID SUSSEX DISTRICT COUNCIL** of Oaklands, Oaklands Road, Haywards Heath, West Sussex, RH16 1SS **("the District Council")**

BACKGROUND

(A) The Owners are the freehold owners of the Land with title absolute.

(B) The District Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.

(C) As the Development is located within the SPA or within the 7km zone of influence surrounding the SPA, the Development generates a need for financial contributions towards the Joint SAMM Strategy and the SANG Strategy in accordance with Policy DP17 of the District Plan and having regard to the Habitats Regulations which would not be generated but for the Development.

(D) As required by the Habitats Regulations, the District Council, as competent authority has undertaken a Habitats Regulations Assessment of the implications of the project for the SPA in view of that site's conservation objectives. The District Council concludes the Development with mitigation would not have an adverse effect on the integrity of the SPA and considers that suitable contributions towards the Joint SAMM Strategy and the SANG Strategy are therefore required.

(E) In the event of the District Council granting Planning Permission for the Development, it will be subject to the completion of this Deed and to the conditions to which the Planning Permission is expressed to be subject.

(F) The Owners have agreed to enter into this Deed to mitigate the impact of the Development on the SPA and secure the contribution in accordance with the Strategy.

AGREED TERMS

1. INTERPRETATION

1.1. In this Deed the following expressions shall unless the context otherwise requires have the following meanings:

Act	means the Town and Country Planning Act 1990 as amended;
Application	means the application for full planning permission for the Development which was validated by the District Council on 12 January 2026 and allocated reference DM/26/0064;
Ashdown Forest SAMM Contribution	means the sum of One Thousand One Hundred and Seventy Pounds (£1170) calculated in accordance with the Joint SAMM Strategy and subject to adjustment by the application of Indexation;
Commencement Date	means the date on which the Commencement of the Development begins
Commencement of the Development	means the carrying out of a material operation pursuant to the Planning Permission as defined in section 56(4) of the Act but for the purposes of this Deed only (and for no other purpose) shall not include:

(a) demolition;

(b) site clearance and preparation including shrub clearance;

(c) archaeological investigation;

(d) investigations for the purposes of assessing contamination;

(e) other ground and site surveying;

(f) construction of temporary access and temporary internal roads for construction purposes only;

(g) remediation works associated with decontamination;

(h) erection of a temporary means of enclosure, including fences and hoardings, for the purposes of site security;

(i) provision of temporary accommodation reasonably required for construction purposes only;

(j) preliminary landscaping works including tree protection;

(k) diversion of utility undertakers equipment/apparatus including laying of new services and drainage and any new sub-station; and

(l) temporary site notices and temporary advertisements;

and all references to Commence the Development shall be construed accordingly

Commencement Notice means the written notice confirming the Commencement Date referred to in clause 4.1 and served in accordance with clause 14;

Default Interest Rate means 4% per annum above the base rate of the Bank of England and Interest shall be construed accordingly;

Development means the development of the Land by demolition of existing storage building and erection of a detached two-storey 3 bedroom house with single-storey detached garage and associated access and Landscaping as set out in the Application and authorised by the Planning Permission ;

District Plan means the Mid Sussex District Plan 2014-2031 adopted by the District Council on 28th March 2018;

Habitats Regulations means Part 6 of The Conservation of Habitats and Species Regulations 2017 (SI 2017/1012) (as amended);

Habitats Regulations Assessment means the assessment undertaken in accordance with the Habitats Regulations to determine the implications of the Development project for the SPA in view of that site's conservation objectives and which has concluded that the

	project would not have an adverse effect on the integrity of the SPA where suitable contributions towards the Joint SAMM Strategy and the SANG Strategy are made.
Index Linked	means linked to movements in the RPI Index between the date hereof and the date of actual payment so that the particular payment is adjusted in accordance with the following formula: Amount Payable = Relevant Amount x (A/B) Where: Relevant Amount = the payment to be RPI Indexed A = the figure for the RPI Index which applied when the RPI Index was last published prior to the date that the Relevant Amount is paid under this Deed B = the figure for the RPI Index which applied when the RPI Index was last published prior to the date hereof and Indexation shall be construed accordingly;
Joint SAMM Strategy	means the Joint Strategic Access Management and Monitoring Strategy approved by the District Council and dated 19th March 2020 or any successor strategy;
Land	means the land against which this Deed may be enforced known as Land at Hounds Cottage Wall Hill Road Ashurst Wood East Grinstead RH19 3TG which is registered at HM Land Registry under title number WSX254542 and is shown for identification purposes only edged red on the Plan;
Payment Notice	means a payment notice in the form attached at APPENDIX 2
Plan	means the Land plan annexed to this Deed at APPENDIX 1
Planning Permission	means the planning permission granted by the District Council pursuant to the Application;
RPI Index	means the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the District Council may specify.

SANG	means the Suitable Alternative Natural Greenspace to be provided within Mid Sussex in accordance with the SANG Strategy;
SANG Contribution	means the total sum of Five Thousand Two Hundred and Fifty-Three pounds (£5,253) subject to adjustment by the application of Indexation;
SANG Land	means an area of land known as the Hill Place Farm SANG situated within Mid Sussex which is within the freehold ownership of the District Council, which has been designated as SANG Land;
SANG Strategy	means Prioritisation approach to SANG capacity for the strategic SANG at Hill Place Farm dated 1st September 2022
SPA	means the Ashdown Forest Special Protection Area (being a designated European site under the Habitats Regulations);
Unit	means a new unit of accommodation as set out in the Mid Sussex District Council document "Type of Development and Application of the SANG Contribution" dated 1st September 2022;
Working Day	means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England;

1.2. Clause headings shall not affect the interpretation of this Deed.

1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4. A reference to a company shall include any company, corporation or other body corporate, whether and however incorporated or established.

1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7. Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8. References to clauses and Schedules are the clauses and Schedules of this Deed.

1.9. Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and severally

1.10. The Owners shall include the successors in title and assigns of each party including any local authority successor.

1.11. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. STATUTORY PROVISIONS

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

2.2. The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owners with the intention that they bind their interests in the Land and their respective successors and assigns.

2.3. The covenants, restrictions and obligations contained in this Deed are enforceable by the District Council in accordance with section 106 of the Act.

3. CONDITIONALITY

This Deed shall come into effect immediately upon completion of this Deed save for the provisions of clause 4 which is conditional upon the grant of Planning Permission.

4. COVENANTS TO THE DISTRICT COUNCIL

The Owners covenant with the District Council:

4.1. To give the Commencement Notice to the District Council not less than 10 Working Days before the Commencement Date;

4.2. To pay to the District Council the Ashdown Forest SAMM Contribution which shall be Index Linked together with any Interest due pursuant to Clause 9 prior to the Commencement Date;

4.3. Not to Commence the Development unless and until the Ashdown Forest SAMM Contribution has been paid to the District Council together with any Indexation and Interest payable under this Deed.

4.4. To pay to the District Council the SANG Contribution which shall be Index Linked together with any Interest due pursuant to Clause 9 prior to the Commencement Date;

4.5. Not to Commence the Development unless and until the SANG Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.

5. RELEASE

No person shall be liable for any breach of any of this Deed after parting with all of its interest in the Land, except in respect of any breach subsisting prior to parting with such interest.

6. COVENANTS NOT BINDING

6.1. This Deed shall not be enforceable against or binding on:

6.1.1. any statutory undertaker who has an interest in the Land solely for the purposes of carrying out its statutory functions in connection with the provision of services necessary for the Development;

6.1.2. an individual owner, occupier or tenant or mortgagee of a Unit in their capacity as such;

6.1.3. any future mortgagee of the whole or any part of the Land from time to time or any person deriving title from such mortgagee or charge unless and until any such party takes possession of the Land (or any part of it to which such obligation relates) in which case it shall be liable as if it were a successor in title to the Owner in relation to the Land (or the relevant part of it) PROVIDED THAT neither any mortgagee nor chargee nor person deriving title from such mortgagee or chargee shall be liable for any breach of the obligations contained in this Deed unless committed at a time when that person is in possession of the Land (or any part of the Land to which such obligation relates).

7. LOCAL LAND CHARGE

This Deed is a local land charge and shall be registered as such by the District Council.

8. THE DISTRICT COUNCIL'S COSTS

The Developer shall pay to the District Council on or before the date of this Deed:

8.1. the District Council's reasonable legal costs of £300 together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed; and

8.2 the sum of £300 as a contribution towards the District Council's costs of monitoring the implementation of this Deed

9. INTEREST ON LATE PAYMENT

If any sum or amount has not been paid to the District Council by the date it is due, the Owner shall pay the District Council interest on that amount at the Default Interest Rate (both before

and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

10. OWNERSHIP

10.1. The Owners warrant that no person other than the Owner has any legal or equitable interest in the Land.

10.2. The Owners agrees to give the District Council immediate written notice of any change in ownership of any of its interests in the Land 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 Land or unit of occupation purchased by reference to a plan.

11. NO FETTER OF DISCRETION

Nothing (contained or implied) in this Deed shall fetter or restrict the District Council's statutory rights, powers, discretions and responsibilities.

12. WAIVER

No failure or delay by the District Council to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13. AGREEMENTS AND DECLARATIONS

The Owners agree that:

13.1. Nothing in this Deed constitutes a planning permission or an obligation to grant planning permission;

13.2. Insofar as any clause or clauses of this Deed are held (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed;

13.3. this Deed shall cease to have effect (insofar only as it has not already been complied with) if

14.4.1 the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of the Development(which for the purposes of this clause shall mean the carrying out of a material operation pursuant to the Application as defined in section 56(4) of the Act);

13.4. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed;

13.5. If the Owners fail to give the notice required by clause 4.1 above then the District Council shall be entitled in its absolute discretion acting reasonably to determine the Commencement Date and shall give notice to the Owner of the District Council's determination;

13.6. Subject to the proviso to this clause, in the event that any new planning permission(s) are granted by the District Council after the date of this Deed in relation to an application to remove and/or vary condition(s) attached to the Planning Permission pursuant to Section 73 of the Act ("Section 73 Consent"):

13.6.1. the obligations in this Deed (including the Schedule(s) hereto) shall relate to and bind any subsequent Section 73 Consent and the Land without the automatic need to enter into any subsequent deed of variation/supplemental deed to this Deed or new obligation pursuant to Section 106 of the Act; and

13.6.2. the definitions of Application, Planning Permission and Development (other than for the purposes of the Background) in this Deed shall be construed to include reference to (respectively) any application(s) under Section 73 of the Act, any Section 73 Consent granted thereunder and any development permitted by such subsequent Section 73 Consent; and

13.6.3. any Section 73 Consent shall include a condition/informative substantially in the following form:

"The obligations under the planning obligation by way of unilateral undertaking dated [ ] pursuant to the previous application [ ] will be equally applied to and satisfy the requirements necessitated under this application [ ]".

13.6.4. it is hereby agreed and declared by the parties hereto that nothing in this clause shall fetter the discretion of the District Council in determining any applications under Section 73 of the Act and the appropriate planning obligations required in connection with the determination of the same and the District Council reserves the right to insist upon the completion of any subsequent deed of variation / supplemental deed to this Deed or new obligation pursuant to Section 106 of the Act in connection with any Section 73 applications if the District Council considers it desirable to do so.

13.7. the District Council retains control, possession and overall management of the SANG Land, so long as they hold a proprietary interest in the SANG Land, and the Owners acknowledge that this Deed does not confer on the Owners proprietary rights or interest of any kind.

13.8. All financial contributions due under the terms of this Deed shall be accompanied by a fully completed Payment Notice.

14. NOTICES

14.1. Any notice required by this Deed shall be in writing and addressed to the Section 106 Monitoring Team of the District Council at the address of the District Council given herein.

14.2. Any notice may be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is proved:

(a) by first class post deemed served two Working Days after posting;

(b) by hand deemed served on signature of a delivery receipt provided that if delivery occurs before 9.00am on a Working Day, the notice will be deemed to have been received at 9.00am on that day, and if delivery occurs after 4.00pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day; or

(c) through a document exchange deemed served on the first Working Day after the day on which it would normally be available for collection by the addressee.

15. THIRD PARTY RIGHTS

It is agreed that nothing in this Deed shall be construed as expressly providing a right for any third party within the meaning of the Contract (Rights of Third Parties) Act 1999 and nothing in this Deed is intended to confer on any third party (whether referred to herein by name class description or otherwise) any benefit or any right to enforce any provision of this Deed.

16. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

17. GOVERNING LAW

This Deed shall be governed by and interpreted in accordance with the laws of England.

In witness whereof the parties hereto have duly executed this Deed on the day and the year first before written

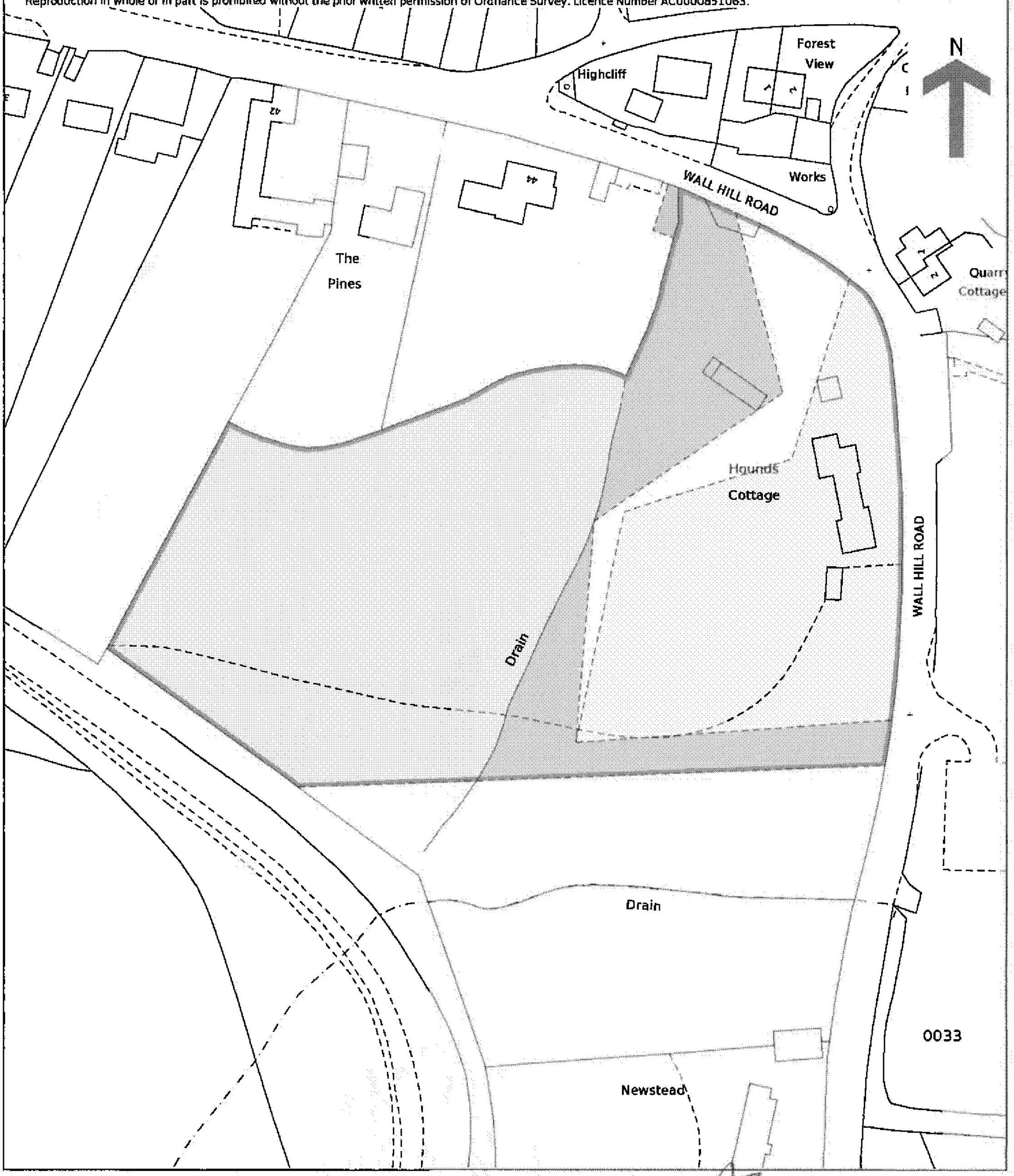
APPENDIX 1

(The Plan)

HM Land Registry Official copy of title plan

Title number **WSX254542**
Ordnance Survey map reference **TQ4136SE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **West Sussex : Mid Sussex**

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21653

AUTHORISED OFFICER

APPENDIX 2

PAYMENT NOTICE

Payment of monies due under a Section 106 Planning Obligation

Payment to be made by/on behalf of:

Development at: Land at Hounds Cottage Wall Hill Road Ashurst Wood East Grinstead RH19 3TG

Agreement dated: .....

Planning application reference number: DM/26/0064.....

Obligation in Agreement (Please continue on a separate sheet if necessary):

(a) Description of Contribution(s) and clause no(s):	
(b) Amount of Contribution(s) due:	
(c) Amount of interest due on Contribution(s):	
(d) If applicable, the amount of interest due on Contribution(s):	
(e) Date upon which the Contribution(s) became due:	
(f) Method of Payment:	

Executed as a Deed by

AMANDA JANE BUTTON

in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

Executed as a Deed by

GILES MICHAEL CASEY

in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

Executed as a Deed by

affixing the Common Seal of

MID SUSSEX DISTRICT COUNC

in the presence of:-

Authorised Officer .....

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