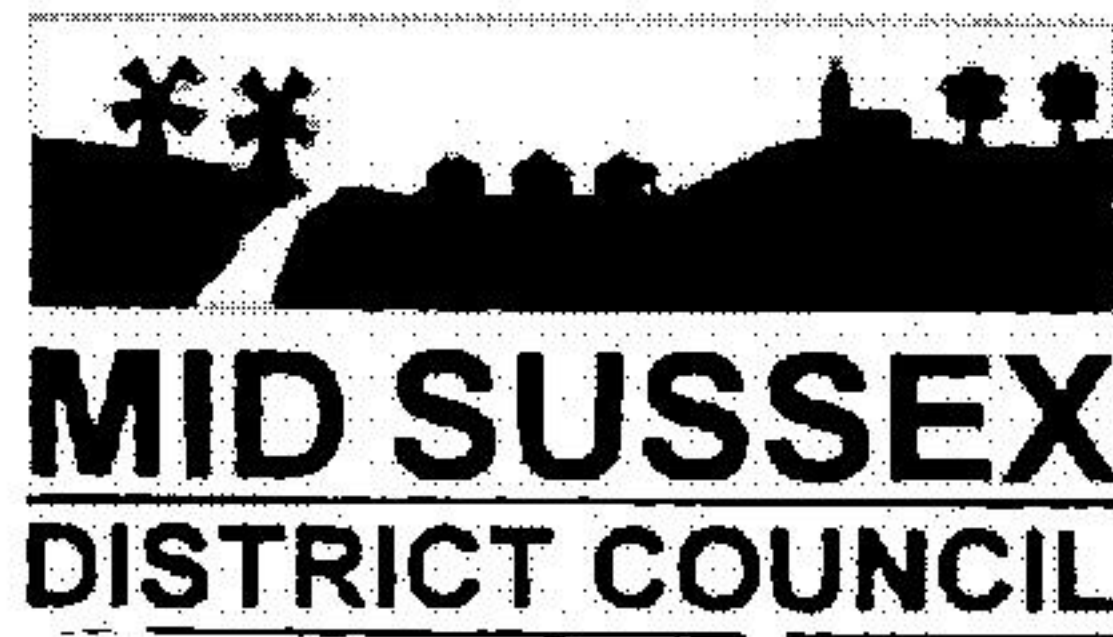




DATED

6 October

2026

FROM

KINGSCOTE VALLEY LIMITED (1)

TO

MID SUSSEX DISTRICT COUNCIL (2)

**PLANNING OBLIGATION
BY WAY OF UNILATERAL UNDERTAKING**

Pursuant to Section 106 of the
Town and Country Planning Act 1990 (as amended)

Relating to land at Hitchins Cottage Annexes, Moatlands, Vowels Lane, East Grinstead,
West Sussex, RH19 4LL

DM/26/1904

Julie Galvin
Assistant Director, Governance and Monitoring Officer
Mid Sussex District Council
'Oaklands' Oaklands Road
Haywards Heath
West Sussex
RH16 1SS

IKEN REF 8724

THIS DEED is dated the

6th

day of

October

2026

FROM

- (1) **KINGSCOTE VALLEY LIMITED** (company registration number 10296908) the registered office for which is Aston House, Cornwall Avenue, London, United Kingdom, N3 1LF (**"the Owner"**)

TO

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

BACKGROUND

- (A) The Owner is the freehold owner 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) The Owner has made the Application to carry out the Development.
- (D) As the Development is located within the 7km zone of influence surrounding the SPA, the Development generates a need for financial contributions towards the Joint SAMM 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.
- (E) 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 is therefore required.
- (F) 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.
- (G) The Owner has agreed to enter into this Deed to give the following obligations in the manner hereinafter appearing.

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 03 August 2026 and allocated reference DM/26/1904;
Ashdown Forest SAMM Contribution	means the sum of Two Thousand Three Hundred and Forty pounds (£2,340) calculated in accordance with the Joint SAMM Strategy;
Development	means the development of the Land by the change of use of Hitchins Cottage Annexes to two self-contained one-bedroom holiday lets 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 28 th March 2018;
Habitats Regulations	means Part 6 of The Conservation of Habitats and Species Regulations 2017 (SI 2017/1012) (as amended);
Joint SAMM Strategy	means the Joint Strategic Access Management and Monitoring Strategy approved by the District Council and dated 19 th March 2020 or any successor strategy;
Land	means the land against which this Deed may be enforced known as Hitchins Cottage Annexes, Moatlands, Vowels Lane, East Grinstead, West Sussex, RH19 4LL which is registered at HM Land Registry under title number WSX372967 and is shown for identification purposes only edged red on the Plan;
Plan	Means the plan annexed to this Deed at APPENDIX 1
Planning Permission	means the planning permission granted by the District Council pursuant to the Application;

SPA means the Ashdown Forest Special Protection Area (being a designated European site under the Habitats Regulations);

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 against each of them individually.
- 1.10. References to the District Council and the Owner 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 Owner [the Mortgagee and the Developer] 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.

4. COVENANTS TO THE DISTRICT COUNCIL

The Owner covenants with the District Council:

- 4.1. To pay to the District Council the Ashdown Forest SAMM Contribution upon completion of this Deed;

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. LOCAL LAND CHARGE

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

7. THE DISTRICT COUNCIL'S COSTS

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

- 7.1. the District Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed; and
- 7.2. the sum of £150 as a contribution towards the District Council's costs of monitoring the implementation of this Deed.

8. 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.

9. 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.

10. AGREEMENTS AND DECLARATIONS

The Owner agrees that:

- 10.1. Nothing in this Deed constitutes a planning permission or an obligation to grant planning permission;
- 10.2. This Unilateral Undertaking constitutes a Deed;

- 10.3. 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;
- 10.4. this Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) 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);
- 10.5. 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;

11. NOTICES

- 11.1. 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.
- 11.2. 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

12. 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.

13. 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.

14. GOVERNING LAW

This Deed shall be governed by and interpreted in accordance with the law 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)

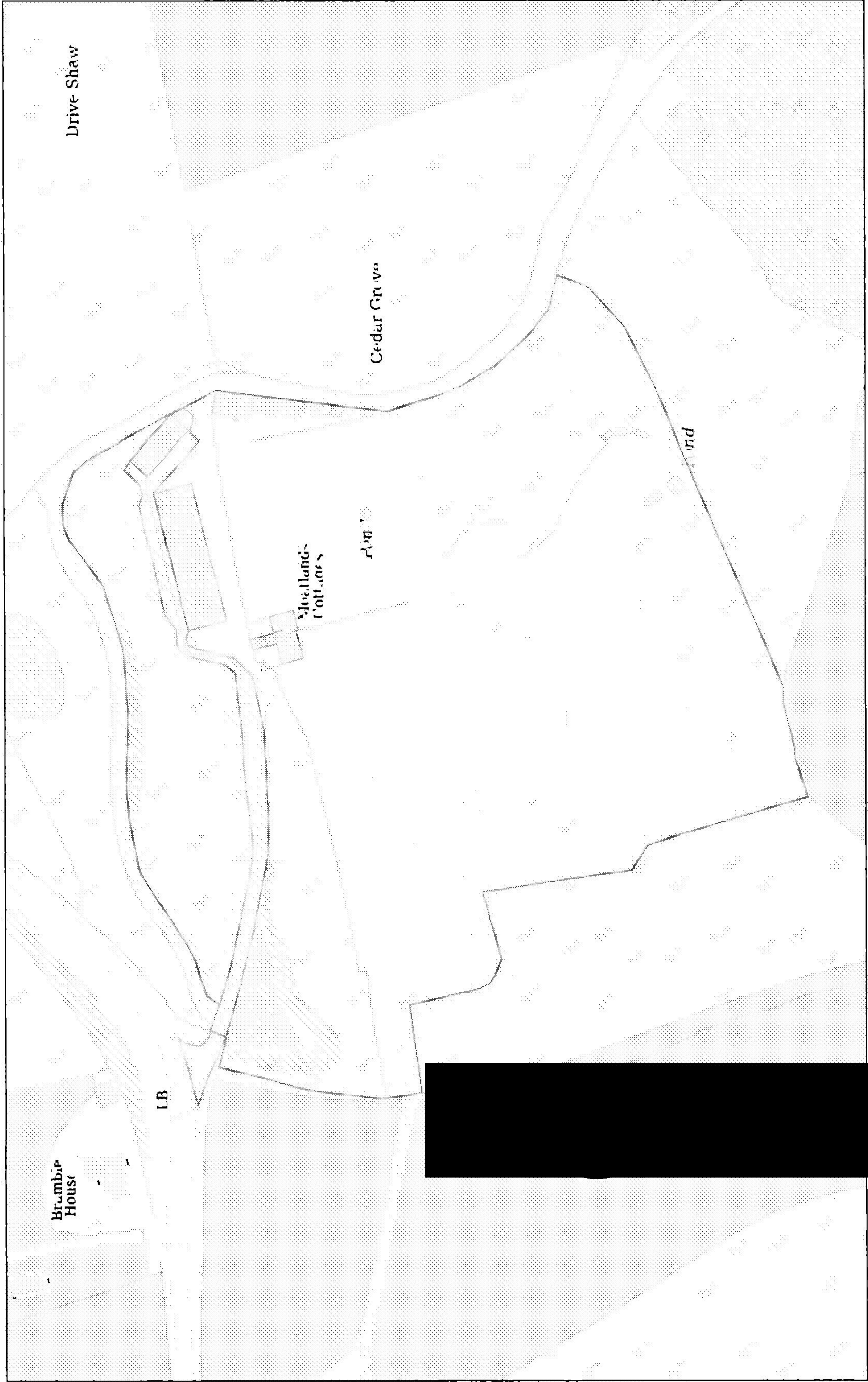
Location Plan

Site Address: Easting: 535811 Northing: 134519



Date Produced: 30-Jul-2026

Scale: 1:1250 @A3



Planning Portal Reference: PP-15112939v1



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Executed as a Deed by
KINGSCOTE VALLEY LIMITED
acting by
a director
in the presence of:-

Signature of witness
Name (in BLOCK CAPITALS)
Address

Occupation

