

This Planning Obligation is made the ..30th.. day ofMarch..... 2026 and is given in the form of a Unilateral Undertaking

BY

1. **NICHOLAS JOHN PROVOST PERKINS** and **SIR DAVID GRAHAM BROOK WILKINSON** of The Estate Office Borde Hill Haywards Heath West Sussex RH16 1XP (hereinafter called "the Owner")
2. **BORDE HILL GARDEN LIMITED** a charity with registered charity number 246589 and registered company number 00867120 whose registered office is at Borde Hill, Borde Hill Lane, Haywards Heath, West Sussex, England, RH16 1XP ("the Developer").

TO

WEST SUSSEX COUNTY COUNCIL of County Hall, West Street, Chichester, West Sussex PO19 1RQ (hereinafter called "the County Council")

WHEREAS

1. Mid Sussex District Council ('the District Council') is the District Council for the area in which the Land is situated.
2. On 6th December 2024 the District Council granted planning permission for the Original Development and have resolved that subject to the completion of this Unilateral Undertaking planning permission be granted subject to the conditions for the Development
3. The County Council is the Highway Authority for the area in which the Land is situated and is the authority by whom the obligations in this Deed are enforceable
4. The Owner is the owner of the freehold of the land edged red on Plan 1 (the First Land) being part of the land within registered title WSX240177

5. The Owner is the owner of freehold of the Land edged red on Plan 2 (the Second Land) being part of the land within registered title WSX240174.
6. The Developer has made the Application and is proposing to carry out the Development on the Land
7. The Owner and the Developer are willing to give this Unilateral Undertaking to the County Council and have agreed to comply with the terms and conditions contained herein
8. The District Council has resolved that subject to the completion of this Unilateral Undertaking and payment to the County Council of the Travel Plan Statement Monitoring Fee Planning Permission shall be granted subject to the conditions for the Development

NOW THIS DEED WITNESSETH as follows:

1. Interpretation

1.1 In this Unilateral Undertaking unless otherwise stated the following expressions shall where the context so admits have the following meanings:

“the 1990 Act” shall mean the Town and Country Planning Act 1990 (as amended).

“the Application” means an application for planning permission made to the District Council pursuant to section 73 of the 1990 Act and given reference number DM/25/3104 to vary conditions 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14 and 18 of the Original Planning Permission

“Commencement of Development” the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations:

- demolition works;

- site clearance;
- ground investigations;
- site survey works;
- temporary access construction works;
- archaeological investigation; and
- erection of any fences and hoardings around the Property.

“the Default Interest Rate” means interest at the rate of 4% above the Bank of England base rate applicable at the relevant payment date which shall be calculated on a day to day basis

“the Development” shall mean the development authorised by the Planning Permission.

“Index Linked” means that the Travel Plan Statement Monitoring Fee payable by the Owner under this Deed shall be increased by the application of the following formula:

$A = B \times \frac{C}{D}$ (where C/D is equal to or greater than 1)

where:

- (i) A is the sum actually payable on the date of payment
- (ii) B is the original sum mentioned in this Deed
- (iii) C is the Retail Price Index for the quarter preceding the date of payment
- (iv) D is the Retail Price Index for the quarter preceding the date of consultation (5th January 2025)

and Indexation shall be construed accordingly;

“the Land” shall mean the First Land and the Second Land

“Occupation of Development” shall mean occupation of the Development (or relevant part thereof as the context requires) for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or

occupation in relation to security operations and **"First Occupation"** shall be construed accordingly

"Original Development" means the development of the Land authorised by the Original Planning Permission.

"Original Planning Permission" means planning permission granted by the District Council pursuant to planning application reference DM/24/0433 for a visitor and community hub, outdoor learning and adventure playground, community growing area and historic botanical propagation polytunnels, new and improved access and connectivity infrastructure, wider landscaping and biodiversity enhancements and associated works at the Land

"Plan 1" shall mean the plan annexed hereto and marked Plan Number 1

"Plan 2" shall mean the plan annexed hereto and marked Plan Number 2

"the Planning Permission" shall mean a planning permission to be granted by the District Council in respect of the Application

"the Travel Plan Statement" means a travel plan statement prepared or on behalf of the Applicant which seeks to complement the existing site wide travel plan and which implements measures to encourage residents to consider and make use of the various sustainable and active travel options available to them for local journeys and to be submitted to the County Council for approval in accordance with clause 3.3 of this Deed subject to any amendments agreed in writing by the County Council from time to time

"the Travel Plan Statement Co-ordinator" means the person appointed by the Owner responsible for securing the implementation of the Travel Plan Statement

"the Travel Plan Statement Monitoring Fee" means the sum of £1,695 (one thousand six hundred and ninety five pounds) payable to County Council for monitoring the delivery of the Travel Plan Statement over the lifetime of the Development

1.2 Words importing the singular includes the plural and vice versa

1.3 References to clauses sub clauses recitals annexes and schedules are unless otherwise stated references to clauses sub clauses recitals annexes and schedules to this agreement

2. Statutory Provisions.

2.1 This Deed constitutes a Planning Obligation for the purposes of Section 106 of the Act, Section 111 of the Local Government Act 1972, 1 of the Localism Act 2011 and all other powers and the obligations contained herein are planning obligations for the purposes of Section 106 of the Act and are entered into by the Owner with the intention that they bind the Owner's respective interests in the Land and those of his successors and assigns

2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns

2.3 This Unilateral Undertaking shall have full force and effect from the date hereof

2.4 the Obligations in this Deed are conditional upon and will not take effect until the grant of Planning Permission except Clause 4, 5 & 6

2.6 The Planning Obligations contained in this Deed are enforceable by the County Council

3. The Owner's covenants.

3.1 The Owner hereby covenants with the County Council that upon Commencement of Development the Owner shall pay to the County Council the Travel Plan Statement Monitoring Fee Index Linked

- 3.2 It is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply the Travel Plan Statement Monitoring Fee
- 3.3 To submit the Travel Plan Statement for approval Prior to Occupation of Development
- 3.4 Not to Commence Development unless a Travel Plan Statement Co-ordinator has been appointed. The Owner shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed
- 3.5 Upon First Occupation the Owner shall implement the approved Travel Plan Statement or amendments (as may be agreed with the County Council in writing) until such time as it is agreed between the Owner and the County Council (in writing) that there is no need for a Travel Plan Statement

4 Interest

If any sum or amount has not been paid to the County Council by the date it is due, the Owner shall pay the County Council interest on that amount at the Default Interest Rate. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

5 Miscellaneous

- 5.1 This Deed is a Local Land Charge and shall be registered as such by the District Council
- 5.2 The Owner shall give notice in writing to both the County Council of the date of the Commencement of the Development ("**the Commencement Notice**") the Commencement Notice shall be sent to the County Councils Planning Monitoring and Records Team at the address herein and shall be delivered as follows:

- a) By hand; or
- b) Sent by pre-paid first class post or other next working day delivery service

- 5.3 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purports to confer any right to enforce any of the terms and provisions herein on any person who is not a party hereto or a successor in title or a statutory successor to a party hereto.
- 5.4 The Owner shall pay to the County Council on or before the date of this deed the County Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed.
- 5.5 No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest
- 5.6 Insofar as any clause or clauses of this Deed are found (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
- 5.7 No waiver whether express or implied by the Council or the County Council of any breach or default by the Owner(s) in performing or observing any of the obligations contained herein shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing the relevant obligations or from acting upon any subsequent breach or default
- 5.8 This Deed shall cease to have any effect (insofar only as it has not been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or if the Commencement Date has not occurred in accordance with section 56 of the 1990 Act before the expiration of the period specified in the Planning Permission

6. Governing Law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.



Signed by:


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Nicholas John Provost

95FC62101C29449

Signed by:


F2244C8C2C7446A...

Sugworth Growing Area Plan



IN WITNESS whereof this Unilateral Undertaking has been executed as a Deed
and Delivered on the day and year written above.

Signed as a deed by)
NICHOLAS JOHN)
PROVOST PERKINS)

In the presence of: Michaela Tu

Witness Name

Witness Signature

Witness Address

Signed as a deed by)
SIR DAVID GRAHAM)
BROOK WILKINSON)

In the presence of: HILARY JANE WILKINSON

Witness Name

Witness Signature

Witness Addressemere Road, Brook,

EXECUTED AS A DEED by)

BORDE HILL
GARDEN LIMITED

acting by one director

In the presence of

Witness Name

Witness Signature

Witness Address87 Neville Cottages, Copyhold Lane,
Lindfield, West Sussex, RH16 1XT

Dated this 30th day of March 2026

NICHOLAS JOHN PROVOST PERKINS

and

SIR DAVID GRAHAM BROOK WILKINSON

and

BORDE HILL GARDEN LIMITED

to

West Sussex County Council

PLANNING OBLIGATION

By way of Unilateral Undertaking

Under section 106 of the Town & Country Planning Act 1990
relating to land at Borde Hill Garden, Borde Hill Lane,
Haywards Heath, West Sussex, RH16 1XP