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2 June 2026

Mrs Joanna Gilbert
Local Planning Inspector

VIA EMAIL TO:-

Aimee Peckham Operations Officer, PINS
aimee.peckham@planninginspectorate.gov.uk
Steve Ashdown Head of Planning, Mid Sussex District Council
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Dear Mrs Gilbert,

Re: Appeal Ref: 6002030 Inspector's Note on Amended Plan

Thank you for your letter of 1 June 2026 (08:20) to which I am responding as a representative of the Local Education Authority. I am also happy to attend the Mid Sussex District Council Chamber on Friday 12 June 2026 at 11am for the roundtable discussion on the S.106 obligation in relation to education issues. It might be possible for a legal representative to attend who will be able to comment on some legal matters, although they are unable to attend in person and would instead request a virtual teams link to be provided so that a legal representative could join the session should it be necessary.

For Scheme A, the land for the primary and SEND schools is shown numbered "8" on the Concept Masterplan - D3012-FAB-00-XX-DR-Y-009 Rev 14.

For Scheme B, the land for the primary and SEND schools is shown numbered "7" twice on the Concept Masterplan - D3012-FAB-00-XX-DR-Y-009 Rev 17. The schools are also shown on the majority of the parameter plans for Scheme B.

With reference to point 8 you requested answers to three points regarding the land set aside for education provision:-

For the County Council as Local Education Authority:

a) Do the amended plans within Scheme B meet the Local Education Authority's expectations in terms of external noise levels?

The County Council is content with the amended plans within Scheme B for the mitigation of external noise levels as a feasible noise attenuation solution has been identified including the use of woodland and detail to be agreed as part of

the reserved matters. The costs of the noise attenuation solution will need to be borne by the developer as part of their mitigation of the development .

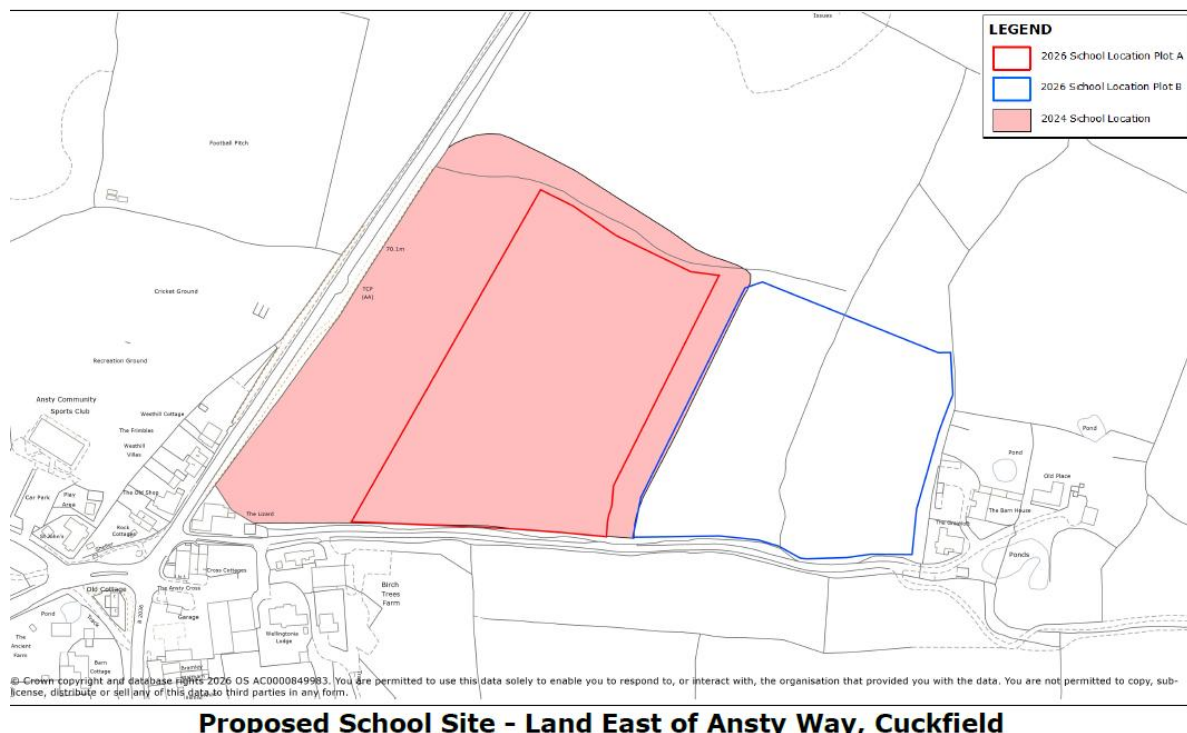
For the avoidance of doubt the noise attenuation solution is not suitable mitigation for Scheme A as this Scheme is located closer to the A272.

b) Does the Local Education Authority now support the proposal as set out in Scheme B?

The County Council now supports the proposals set out in Scheme B, subject to the points below.

Scheme B includes both 2026 Plot A and 2026 Plot B as education land. The 2026 Plot B site (shown edged blue on the plan below) appears to fall outside the ransom title strip and the particular agricultural restrictive covenant both of which bind 2026 Plot A.

There are, however, legal constraints binding on 2026 Plot A (for identification purposes shown edged red on the plan below), which constraints e currently make 2026 Plot A which is part of Scheme B unusable as educational land. For the avoidance of doubt the same constraints make the whole of educational land in Scheme A unusable as educational land.



The freehold estate of the proposed 2026 Plot A is registered within Land Registry title WSX186417 and the land within Land Registry title WSX186417 is subject to, inter alia, two significant legal constraints pursuant to the provisions of a Transfer dated 24th February 1994

i) The land is expressed to be surrounded by a 12-inch ransom strip over which a licence is granted for access to and from the land for use of the land as agricultural land only. The licence for access can be terminated at any time on one month's notice. The details of the ransom strip and licence from the property register of the title to the land are set out here:

2 (07.03.1994) The land has the benefit of the following rights granted by the Transfer dated 24 February 1994 referred to in the Charges Register:-

"TOGETHER WITH a right of way with or without vehicles solely in connection with the use of the Property as agricultural land only over the Strip".

NOTE:-The Strip referred to is the strip excluded from the title more particularly described above.

3 (07.03.1994) The Transfer dated 24 February 1994 referred to above contains the following provisions relating to the excluded strip:-

"THE Vendor hereby grants a Licence to the Purchaser to use for all reasonable purposes connected with the use and enjoyment of the Property the Strip as defined in the Schedule until such time as the Vendor or the Purchaser shall determine this Licence by giving one month's written notice to the other to that effect and in the meantime the Purchaser shall be responsible for maintaining the Strip in a safe and tidy condition and maintain the boundaries thereof and shall indemnify the Vendor against any breach thereof and against any third party or public liability arising in respect of the Strip which liabilities the Purchaser shall insure against in such sum as shall be reasonable and the Purchaser hereby covenants with the Vendor that during the subsistence of this Licence the Purchaser shall give notice to the Vendor of any change of ownership of any part of the Property with the intent that this covenant shall be attached to the Property and each and every part thereof"

ii) A restrictive covenant restricts the use of the land within the title to agricultural use only and no permanent buildings or structures (other than boundary structures) may be constructed on the land. The details of the relevant covenant from the charges register of the title to the land are set out here

6 (07.03.1994) A Transfer of the land in this title dated 24 February 1994 made between (1) John Harold Poynter and Heather Maude Poynter (Vendor) and (2) Eric Arthur Norris (Purchaser) contains the following covenants:-

"THE Purchaser covenants with the Vendor with the intent that the same shall bind the Property and each and every part thereof and the owners thereof for the time being but as regards covenants which are negative not so as to bind the Purchaser personally after he shall have parted with all interest in the Property.

(a) Not to use or permit the use of the Property or any permitted building thereon for any purpose other than agriculture nor to erect or permit the erection of any permanent building or structure thereon except boundary structures.

(b) To be responsible for and bear the expense of keeping maintaining and repairing and when appropriate renewing the roadways giving access to the Property"

The County Council has received confirmation during the course of negotiation of the draft S.106 Agreement with the appellant that agreements between the

appellant/landowners and the beneficiaries of the ransom strip and the restrictive covenants will be put in place to lift these legal impediments.

The appellant has committed within the draft S.106 Agreement at Schedule 10, Part A, para 1.4.8, Schedule 10, Part B, para 1.5.5 and Schedule 11, para 1.12 to transfer the land as land free from the ransom strip provisions imposed in the transfer dated 24 February 1994 as follows:

“1.4.8 PROVIDED THAT The Primary School Land shall be transferred with all necessary easements for access and egress to and from the Primary School Land to the public highway and with all necessary easements to and from the Primary School Land to the mains supplies for Services and as land released from the ransom strip provisions imposed in a Transfer dated 24th February 1994 made between John Harold Poynter and Heather Maude Poynter (2) and Eric Arthur Norris (2)

1.5.5 the Primary School Land shall be transferred with all necessary easements for access and egress to and from the Primary School Land to the public highway and with all necessary easements to and from the Primary School Land to the mains supplies for Services and as land released from the ransom strip provisions imposed in a Transfer dated 24th February 1994 made between (1) John Harold Poynter and Heather Maude Poynter (2) and Eric Arthur Norris

1.12 Without prejudice to the foregoing the SEND School shall be transferred with all necessary easements for access and egress to and from the public highway and with all necessary easements for Services to and from the SEND School Land to the mains Services supplied and as land released from the ransom strip provisions imposed in a Transfer dated 24 February 1994 made between (1) John Harold Poynter and Heather Maude Poynter and (2) Eric Arthur Norris,”

The appellant has committed within the draft S.106 Agreement at Schedule 10, Part B, para 1.5.4 to transfer the Primary School Land free of the following restrictive covenants:

“1.5.4 the Primary School Land shall be transferred free of the following covenants:

- (a) the covenants imposed in an Agreement dated 14 March 1939 made between (1) Sir Bertram Norman Sergison-Brooke (2) Bertrand Yorke Bevan and Others and (3) the Rural District Council of Cuckfield; and
- (b) the covenants imposed in a Transfer dated 24 February 1994 made between (1) John Harold Poynter and Heather Maude Poynter and (2) Eric Arthur Norris

The County Council is prepared to enter into a S.106 legal agreement with reference to Scheme B Concept Masterplan Rev 17 on the basis that agreements

between the appellant/landowners and the beneficiaries of the ransom strip and the restrictive covenants will be put in place to lift these legal impediments.

The County Council has worked hard and quickly (only being sent the first draft S.106 legal agreement in late April 2026), to agree the content of the draft S.106 agreement, which was submitted to the Inspector on 26 May 2026 and the County Council are broadly in agreement with, save in respect of one point. This relates to the owners of the ransom strip land at present not being willing to enter into the S.106 agreement to bind their ransom strip land. This is a concern for the County Council because the S.106 will not be enforceable against the ransom strip land, which owners could pass their ransom strip on to a third party who might not wish to co-operate. The ransom strip would not be bound by the S.106 but any planning permission would enure for the benefit of that land and the owners of the ransom strip will not be bound by its terms either.

It is helpful that the developer will covenant to the terms requested by the County Council, in Schedule 10, Part A, para 1.4.8, Schedule 10, Part B, paras 1.5.4 and 1.5.5 and Schedule 11, para 1.12, which reduces the risk. However, there remains a risk that the owners of the ransom strip land could pass on their land, which would not be bound by the S.106 Agreement. Therefore, it is the County Council's position that in the first instance that the owner of the ransom strip land should be party to the S.106 agreement.

If the owner of the ransom strip land is not prepared to enter into the S.106 agreement, then in the alternative, the usual mechanism to deal with an owner unwilling to enter into a legal agreement is to consider the imposition of an Arsenal Condition to secure the ransom strip land in a planning obligation at a future date. The County Council recommends that such a condition should read as follows:

"No part (herein referred to as 'Phase') of the development hereby permitted shall commence unless and until all legal and equitable interests in land comprised in title number WSX328932 that as at the date of this Planning Permission has not been bound already by the terms of a deed made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) (described for the purposes of this condition as "Third Party Land") which is needed to undertake works to implement this Planning Permission have been bound by the planning obligations in and provisions of a deed pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) in the relevant form in order to secure the relevant and necessary mitigation for the Development.

Reason: To satisfactorily secure the necessary infrastructure and other requirements and mitigation measures for the development."

This is a point which is being discussed with the Appellant, who have confirmed in principle that they are content with the imposition of an "Arsenal Condition",

the content of which is not yet finalised. The County Council also propose that additional drafting is added to the draft S.106 agreement to define the Third Party Land by reference to a plan.

c) If the Inspector determined the appeal on the basis of the determined plans (Scheme A) would the County Council be willing to complete the legal agreement with reference to the Concept Masterplan Rev 14?

Scheme A refers to the original masterplan, which was undeliverable and the County Council objected on that basis. Therefore, the County Council is not content to complete the legal agreement with reference to Concept Masterplan Rev 14.

While the legal constraints on the land in relation to Scheme A can be overcome (as referenced above), the location of the education land as such resulted in an objection based on noise levels as well as the inability to provide a corridor for ground-based wildlife on the SEND school site, the slope treatment, boundary and lack of footpath or cycleway on the western access road layout drawing resulted in an objection.

For the three main parties:

d) If the Inspector determined Scheme A, would it be possible to provide adequate noise attenuation to effectively mitigate the County Council's concerns about external noise impacts on school land, without adversely affecting the effective operation of the schools?

The developer has not demonstrated that it would be possible to provide adequate noise attenuation on Scheme A. This would adversely affect the effective operation of the schools particularly for children with SEND and young children in Early Years age groups.

I hope that this has answered your questions and I confirm that I can be in attendance at the obligations session on 12 June 2026 (11am) should anything further arise. The County Council has noted that the conditions session is scheduled to take place on 12 June at 9.30am until 10.45am and should it be considered necessary to have a legal representative at this session then virtual attendance could be arranged and I should be grateful if you could confirm a Teams Link.

Yours sincerely

Leigh Hunnikin

Leigh Hunnikin
Education Strategic Development and Capital Programme Manager