Date: 21st July 2023

SECTION 106 UNILATERAL PLANNING OBLIGATION

relating to
The Barn Caravan Park, Old Salts Farm Road, Lancing, West Sussex BN15 8JG

Parties:

JOBY JOSEPH PANNELL

KIRSTIE VICTORIA PANNELL

To: Adur District Council

File Ref: 10910.0024/SRH

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THIS DEED is dated 21st July **2023**

PARTIES

(1) **JOBY JOSEPH PANNELL** of The Barn, Old Salts Farm Road, Lancing, West Sussex BN15 8JG ("**the First Owner**")

(2) **KIRSTIE VICTORIA PANNELL** of The Barn, Old Salts Farm Road, Lancing, West Sussex BN15 8JG ("**the Second Owner**")

together "**the Owners**"

TO:

ADUR DISTRICT COUNCIL ("**the Council**") of Town Hall, Chapel Road, Worthing, West Sussex BN11 6PR ("**the Council**")

RECITALS

A. The First Owner is the registered proprietor of land registered under title number WSX194836 and the First Owner and the Second Owner are the registered proprietors of land registered under title number WSX115405 which together form land at The Barn Caravan Park, Old Salts Farm Road, Lancing, West Sussex BN15 8JG for identification purposes only edged blue on the Plan ("the Land").

B. The Council is the Local Planning Authority for the purposes of the Act and for the administrative area in which the Land is situated.

C. The Owners have by the Application applied to the Council for planning permission to develop part of the Land by the Development.

D. The Owners are willing to give an undertaking to perform the obligations set out in this Unilateral Planning Obligation to facilitate the grant of planning permission by covenanting to ensure the Campsite Accommodation forming part of the Development is used solely by the owner of the Campsite or family members of the owner in order to avoid or mitigate against any adverse effect of the Development.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Unilateral Planning Obligation:

"the Act"	means the Town and Country Planning Act 1990 as amended;
"the Application"	the planning application numbered AWDM/1398/22 made by the Owners for planning permission to develop part of the Land and shall include any amendment or renewal thereof or any reserved matters application thereunder;

"Commencement of the Development"	means the carrying out as part of the Development of the first material operation (within the meaning ascribed in section 56 of the Act);
"the Development"	means the development of part of the Land by the replacement of the permanent mobile home approved under planning permission AWDM/1170/15 with a permanent chalet bungalow of brick and flint walls and a slate roof; alteration in the limit of time that the residential use can exist from 1st March to 31st October as existing under planning permission AWDM/1170/15 to all year round; and installation of 5 bird boxes along the south-west boundary, as proposed in the Application or permitted by planning permission granted pursuant to the Application and carried out in accordance with such planning permission;
"the Permission"	means the planning permission to be granted pursuant to the Application;
"the Plan"	means the plan attached to this Unilateral Planning Obligation;
"Unilateral Planning Obligation"	means the planning obligation set out in the clause 4 of this Deed;

1.2 Words importing the masculine include the feminine and vice versa;

1.3 Words importing the singular include the plural and vice versa;

1.4 Words importing persons include companies and corporations and vice versa;

1.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually;

1.6 Any reference to a clause or plan is to one in or attached to this Unilateral Planning Obligation

1.7 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 instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it;

1.8 References to any party to this Unilateral Planning Obligation shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective functions as local planning authority; and

1.9 The headings are for reference only and shall not affect construction.



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The Barn Caravan Park,
Old Salts Farm Road,
Lancing,
BN15 8JG

Site Plan

Revisions
a) Note/Date/Initial
b)
c)
d)

CAAD
Critchley Architecture And Design Ltd.
Contact: 02392 474 919 | info@caad.online
The Old Brewery,15E South Street, Havant, PO9 1BU

N

Scale A3 = 1:500
Drawn SAR
Date 21/06/2023

0

23015–102

50m 100m 150m 200m

2. ENABLING PROVISIONS

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

3. COMMENCEMENT AND DETERMINATION

3.1 This Unilateral Planning Obligation shall come into effect on the date hereof.

3.2 If the planning permission granted pursuant to the Application shall expire before the Commencement of the Development or shall at any time be revoked then this Unilateral Planning Obligation shall be determined and shall have no further effect.

4. OWNERS' COVENANT WITH THE COUNCIL

4.1 The Owners hereby covenant with the Council to comply with and ensure that the planning obligations contained in the Schedule are complied with.

5. GENERAL

The Owners acknowledge and declare that:

5.1 the obligations contained in this Unilateral Planning Obligation are planning obligations for the purpose of section 106 of the Act;

5.2 this Unilateral Planning Obligation constitutes a deed;

5.3 this Unilateral Planning Obligation is enforceable by the Council;

5.4 this Unilateral Planning Obligation does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999;

5.5 this deed is a Local Land Charge and is registerable as such by the Council;

5.6 this Unilateral Planning Obligation shall be governed by and construed in accordance with the laws of England and each of the parties hereby submits to the exclusive jurisdiction of the English courts;

5.7 no person shall be liable for any breach of the covenants; restrictions or obligations contained in this Unilateral Planning Obligation after that person has parted with its interest in the Land but without prejudice to liability for any breach subsisting prior to parting with such interest;

5.8 the Owners agree to pay the Council's reasonable legal costs and disbursements in checking that the contents of this Unilateral Planning Obligation are correct, the Owners' title valid and registering a restriction on titles WSX194836 and WSX115405 with the Land Registry; and

5.9 the Owners have the sole proprietary interest in the Land and that there are no third party interests which would require any other party to give this Unilateral Planning Obligation.

This deed has been entered into on the date stated at the beginning of it.

PLAN

SCHEDULE

Occupation of the Campsite Accommodation

1. DEFINITIONS

1.1 **"the Campsite"** means the land and development shown edged blue on the Plan and known as The Barn Caravan Park, Old Salts Farm Road, Lancing, West Sussex BN15 8JG;

1.2 **"Campsite Accommodation"** means the building to be constructed pursuant to the Permission edged red on the Plan;

1.3 **"Dependent Relative"** means one of the following relatives of the Owners or the Owners' spouse or civil partner (as the case may be):

parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece or any person whom the Head of Planning Services shall in his absolute discretion designate as such in writing, and for the purposes of this clause:

a) a relationship by marriage or by civil partnership shall be treated as a relationship by blood;

b) a relationship of the half-blood shall be treated as a relationship of the whole blood;

c) the stepchild of a person shall be treated as his child; and

d) an illegitimate child shall be treated as the legitimate child of his mother and reputed father.

2. PLANNING OBLIGATIONS

The Owners covenant with the Council with the intent that these are planning obligations for the purpose of section 106 of the Act:

2.1 Not to dispose of the Campsite Accommodation by way of a sale of the freehold, or by way of lease, or by any other means, separately from the Campsite with the intention that the Campsite Accommodation shall always have the same owner as the Campsite.

2.2 To ensure that the Campsite Accommodation is not occupied by:

(a) any person other than the Owners and any Dependent Relative; or

(b) any person employed by the Owners who is solely or mainly working as the manager of the Campsite, and any Dependent Relative.

2.3 To apply jointly with the Council within 28 days of this deed to HM Land Registry for a restriction to be placed in the Charges Register of the Owners' titles to the Land substantially in the following form:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Adur District Council of Town Hall, Chapel Road, Worthing, West Sussex BN11 6PR or its conveyancer that the provisions of paragraph 2.1 and 2.2 of the Schedule to the section 106 Unilateral Planning Obligation dated 2023 have been complied with or that they do not apply to the disposition".

IN WITNESS of which the Owners have executed this Unilateral Planning Obligation on the above date

Signed as a deed by **JOBY JOSEPH PANNELL**
in the presence of:

Signature of Witness: .....

Name of Witness: .....

Address of Witness: ROBERT SIMON & CO
ST MARY'S HOUSE, ST MARY'S ROAD
SHOREHAM BY SEA
WEST SUSSEX BN43 5ZA
.....

.....

Signed as a deed by **KIRSTIE VICTORIA PANNELL**
in the presence of:

Signature of Witness: .....

Name of Witness: .....

Address of Witness: ROBERT SIMON & CO
ST MARY'S HOUSE, ST MARY'S ROAD
SHOREHAM BY SEA
WEST SUSSEX BN43 5ZA

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