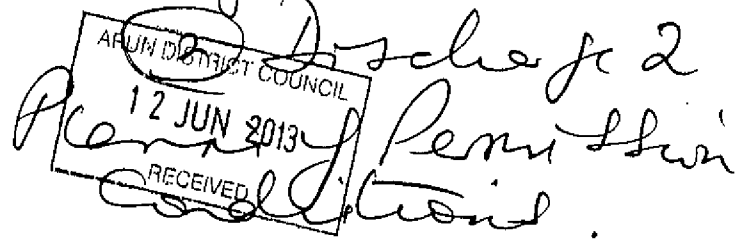


2 Applications
Required: Discharge of
SS2 Agreements

The Directorate of Planning
Arun District Council
Civic Centre, Maltravers Road
Littlehampton
W Sussex BN17 5LF



10.6.13

Legal Section has seen
this already.

Dear Sir/Madam,

Hangleton Farm Equestrian Centre, Hangleton Lane, Ferring, W Sussex BN12 6PP

Please treat this letter as a formal request for a Deed of Revocation in respect of two Legal Agreements signed between the owner of Hangleton Farm Equestrian Centre and Arun District Council. Both Agreements were signed under Section 52 of the Town & Country Planning Act 1971. They were Legal Agreements signed in the 1980's in association with the grant of planning consent for development at Hangleton Farm Equestrian Centre.

The first Agreement (**Appendix 1**) was signed in association with the approval of application ref. FG/21/83 concerning the change of use of an existing farm building to single storey dwelling for occupation by the livery stable owner. The subject property is the house now known as Hangleton Farmhouse. The effect of the Section 52 Agreement was to firstly control the occupancy of the converted building by persons connected with the use of the property as a livery stables. This restriction was effectively a repeat of condition no. 4 on the original planning consent which stated:

'The dwelling shall be occupied solely in connection with the use of the land as livery stables and shall not be used for any other residential purpose without the written agreement of the Local Planning Authority.'

The second element of the Agreement prevented the proposed dwelling being disposed of, or sold separately, from the premises known as Hangleton Farm. Unfortunately there is no plan attached to the Legal Agreement identifying the land to which the non-disposal clause related. However, at the time of the signing of the Agreement the land holding at the Farm

Bartram House, Station Road, Pulborough, West Sussex, RH20 1AH
Tel: 01798 877555 Fax: 01798 872389 Email: professional@batchellermonkhouse.com
Offices also at Battle, Haywards Heath and Tunbridge Wells

PARTNERS: D N BLAKE MICS FAIV T M BOOLEY SCOTT MICS FAIV M T BRAXTON BS J G S DANIELL RSC FRICS FAIV M HAFFENDEN LR HICKISH FRICS MBAC
R M PARKES MICS FAIV A J SADLER FRICS FAIV C P THACKER (Managing Partner) P A C TROWER MA FRICS A P WILKS MICS FAIV N J BROOK N IDE MATH M P SADLER FRICS FAIV
CONSULTANTS: R G BATCHELLER FRACA G BAXTER RIBA D G BRAXTON A D BROOKS FRICS M G GRAY MATH N D MOORE FRICS R R WATERS FRICS FAIV

comprised less than half the existing size. A copy of the Land Registry plan WSX569 (**Appendix 2**) shows the extent of the original land holding at the Farm. This was the extent of the land holding at both the grant of the 1983 and 1988 planning consents. The area in total measured approximately 18 acres.

Under application ref. FG/64/88 planning consent was granted to convert a further barn at the Farm to living and studying accommodation in connection with the existing Equestrian Training Centre and Livery. This approval was the subject of a further Section 52 Agreement (**Appendix 3**). The effect of the Agreement was to bind occupation of the proposed barn conversion to persons employed on the said property.

History of the Equestrian Centre Post the Grant of the 1980's Planning Permissions

The applicant expanded the scale of the equestrian and livery business through the purchase of additional land. In 1993 an additional 6 acres was purchased and this was followed in 2003 with a further 16 acres of land. These two purchases increased the holding at the Farm from 18 acres to 40 acres. **Appendix 4** attached to this letter identifies the extent of the current land holding at the Farm. It now forms a very extensive operation that essentially comprises two dwellings (both created through the grant of planning consent for the conversion of existing buildings) and a total of 135 stables with ancillary stores and barns. There are three outdoor schools and a dressage arena. The livery yard has proved popular with clients over the years, in part, because of its easy access to Downland bridle paths and, in part, because it is closely sited to settlements along the coastal strip.

The applicant has now reached retirement age and, in 2009, he instructed the agents Monkhouse & Bannisters to market and sell the property. The property has been offered since 2009 as a single lot and a copy of the said property particulars are attached in **Appendix 5**.

Regrettably, the size of the equestrian business has proved too large for a single buyer to wish to purchase. Therefore earlier this year the agents handling the sale (now Batcheller Monkhouse) advised the owner that it would probably be easier to sell if he were to split the holding into two lots, each with one dwelling and each with approximately half the number of stables and half the land holding. The intention was to create two livery units each having about 20 acres of land and each having a substantive range of livery stables with separate access and parking areas. A proposed lotting plan forms **Appendix 6**.

The property has been marketed as two lots since earlier this year and significant interest in the property has been generated. However, the terms of the original Section 52 (FG/21/83) Agreement prevents the sale of the property to be converted (Hangleton Farmhouse) away from the balance of the holding. Whilst the 1983 Legal Agreement prevented the Farmhouse, the subject of that application being sold from the remaining land holding, it nonetheless did not have a plan attached to it so there is some doubt as to how enforceable it can be.

The lotting plan attached shows how it is proposed to split the two halves of the holding and it can be seen that the bulk of the original land attached to the Farm would in fact be included within the land to be attached to Hangleton Lodge and not Hangleton Farmhouse. Hangleton Farmhouse was the residential unit approved by the 1983 planning consent. It is therefore essential that a Deed of Revocation be issued in respect of the 1983 Legal Agreement to enable the splitting of the two halves of the holding into two 'manageable bites'. The 1988 Agreement whilst not tying the Hangleton Lodge (the subject building) to the land holding also needs to be set aside as it limits occupation of the converted barn to persons employed on the said property. There is a plan attached to this Agreement and, again, the manner of the proposed split into two units result in the definition of the property being altered in terms of land holding.

Merits of the Proposal

Every effort has been made to dispose of Hangleton Farm Equestrian Centre as a single lot. However, its substantial scale has meant that there are no buyers willing to take it as one holding. The selling agents have advised that the only means of disposing of the property would be to split it into two halves as proposed by the lotting plan contained within **Appendix 6**. This split would leave two perfectly viable equestrian units each benefiting from adequate stabling and land and each being served by its own existing residential property. The split would therefore not harm any important planning objective and would not result in the need for additional residential accommodation at some point in the future. There is already interest in the property as two lots and both the Section 52 Agreements signed in the 1980's need to be set aside in order to permit the sale of the Farm as two lots.

Occupation of Hangleton Farmhouse (the 1983 permission) would still be tied by way of planning condition. That is to say its occupation would still have to be in association with the livery use carried out at the yard. The 1988 planning permission for the conversion of Hangleton Lodge is far less clear cut. The applicants have submitted a Certificate of

Lawfulness on the barn seeking to establish that its lawful use is as a single family dwelling house. The planning permission is phrased in such a way as to make its use less than clear, albeit the terms of the Section 52 Agreement seem to imply that a residential use was intended given that occupation of the accommodation was to be by a person employed at the property.

Ideally, the owner would ask that the Deed of Revocation be issued in respect of both Section 52 Agreements. There remains the possibility that both Agreements could be revoked and that a new Agreement could be put in place aimed at essentially creating two lots where the land holding of each of the two halves would be locked and the occupation of the respective dwellings limited to occupation by persons employed at the holding. Initially however we would prefer that the matter be dealt with by way of a straight revocation of the earlier Section 52 Agreements.

The owner is intent to place on record his willingness to meet all the reasonable legal expenses of Arun District Council in the preparation of the Deed of Revocation.

Yours sincerely,



Mr S Gray BA(Hons), MRTPI
Planning Manager

11/01/83

THIS AGREEMENT is made the twenty-seventh day of May
 One thousand nine hundred and eighty-three BETWEEN ARUN DISTRICT
COUNCIL of Council Offices Littlehampton in the County of West
 Sussex (hereinafter called "the Council") of the one part and
CHRISTOPHER KILLICK ELLIS of Hangleton Farm Hangleton Lane
 Worthing in the said County (hereinafter called "the Owner") of the
 other part _____

W H E R E A S:

- (1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1971 for the area within which the property the subject of this agreement is situated _____
- (2) The Owner is the owner in fee simple in possession free from incumbrances of the property situate and known as land at Hangleton Farm Hangleton Lane Worthing in the County of West Sussex (hereinafter referred to as "the Property") _____
- (3) An application (Reference No. FG/21/83) dated 11th February 1983 has been made to the Council for permission to develop the Property and the Council is satisfied that the development disclosed by the said application is such as may be approved under the said Act subject to the covenants hereinafter contained _____

NOW THIS DEED WITNESSETH as follows:-

1. THIS agreement is made in pursuance of Section 52 of the Town and Country Planning Act 1971 and Section 126 of the Housing Act 1974 and in consideration of the covenants by the Owner hereinafter contained _____

2. THE Council hereby approve the said development (Reference No. FG/21/83) subject to the conditions set out in the Notice of Approval and subject to the revocation of planning permission reference number FG/57/82 _____

3. THE Owner hereby covenants with the Council as follows:-

- (i) That the Owner will not permit the proposed accommodation or any part thereof to be occupied by any person who is not connected with the use of the property as Livery Stables and shall not use or permit to be used the proposed accommodation for any other residential purpose without first obtaining the written agreement of the Local Planning Authority _____
- (ii) Not to permit the proposed accommodation and property to be disposed or sold off separately from the premises known as Hangleton Farm Hangleton Lane Worthing _____

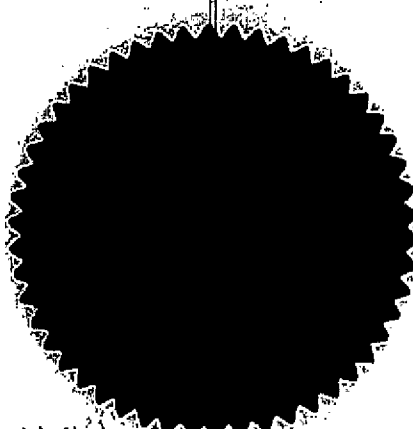
(iii) To comply with the conditions set out in the Notice of Approval of even date herewith _____

4. ~~THE~~ expressions "the Council" and "the Owner" shall include their respective successors in title and assigns _____

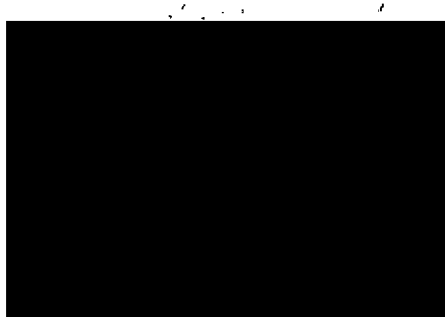
5. ~~THE~~ Agreement made on 17th day of November 1982 between the Council and the Owner shall be determined and ceased to have effect on the revocation of the said planning permission referred to therein _____

IN WITNESS whereof the Council has set its Common Seal and the Owner has set his hand and seal the day and year first hereinbefore written _____

~~THE COMMON SEAL of the ARUN DISTRICT COUNCIL was hereunto affixed in the presence of~~



~~DELIVERED, KEPT and DELIVERED by the ARUN DISTRICT COUNCIL in the presence of~~



ARUN DISTRICT COUNCIL
COUNCIL OFFICES
CHURCH STREET
LITTLEHAMPTON SUSSEX BN17 5EP
Tel. Littlehampton 6133

Application No. FG/21/83

**TOWN AND COUNTRY PLANNING ACT 1971
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER 1977 (AS AMENDED)**

In pursuance of their powers under this Act and Order the Council

PERMIT

the development as described on the attached page, to be carried out in accordance with the application and the plan and subject to compliance with any conditions specified.

TO:

S. B. Bear,
67, Boxgrove,
Gooding by Sea,
Bosham

PLANNING OFFICER

Date 19 JUN 1983

**IT IS IMPORTANT THAT YOU READ THE FOLLOWING NOTES
AND THOSE ON THE BACK OF THIS FORM**

NOTES

TOWN AND COUNTRY PLANNING ACT 1971

1. APPEALS

If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he may appeal to the Secretary of State for the Environment in accordance with Section 28 of the Town and Country Planning Act 1971 within six months of receipt of this notice. (Appeals must be made on a form which is available from the Secretary of State for the Environment). The Secretary has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the Local Planning Authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the Development Order, and to any directions given under the Order. He does not in practice refuse to entertain appeals solely because the decision of the Local Planning Authority was based on a direction given by him.

The address of the Secretary of State, for the purpose of appeals is:-

TOLLGATE HOUSE
HOULTON STREET
BRISTOL BS2 9QJ

PLEASE SEE OVERLEAF FOR FURTHER NOTES

CP2

PG/21/83

Change of Use of existing farm building
to single storey dwelling for Livery Stable
owner.

Hangleton Farm,
Hangleton Lane,
Ferring.

For: C.K. Ellis, Esq..

PERMISSION

1. The development for which permission is hereby granted must be begun not later than the expiration of 5 years beginning with the date of this permission.
2. This permission relates to the plan deposited 18th March 1983 and not to that originally submitted.
3. This permission is granted only in respect of the conversion of the existing barn into a dwelling and is not granted for the other works indicated on the submitted plan.
4. The dwelling shall be occupied solely in connection with the use of the land as livery stables and shall not be used for any other residential purpose without the written agreement of the Local Planning Authority.
5. Within one month of the occupation of the dwelling the existing residential caravan shall be removed permanently from the site.
6. Before development is commenced details of the colourwash to be used on the external walls of the building shall be submitted to and approved by the Local Planning Authority.

PLEASE SEE REVERSE FOR REASONS FOR IMPOSING THESE CONDITIONS

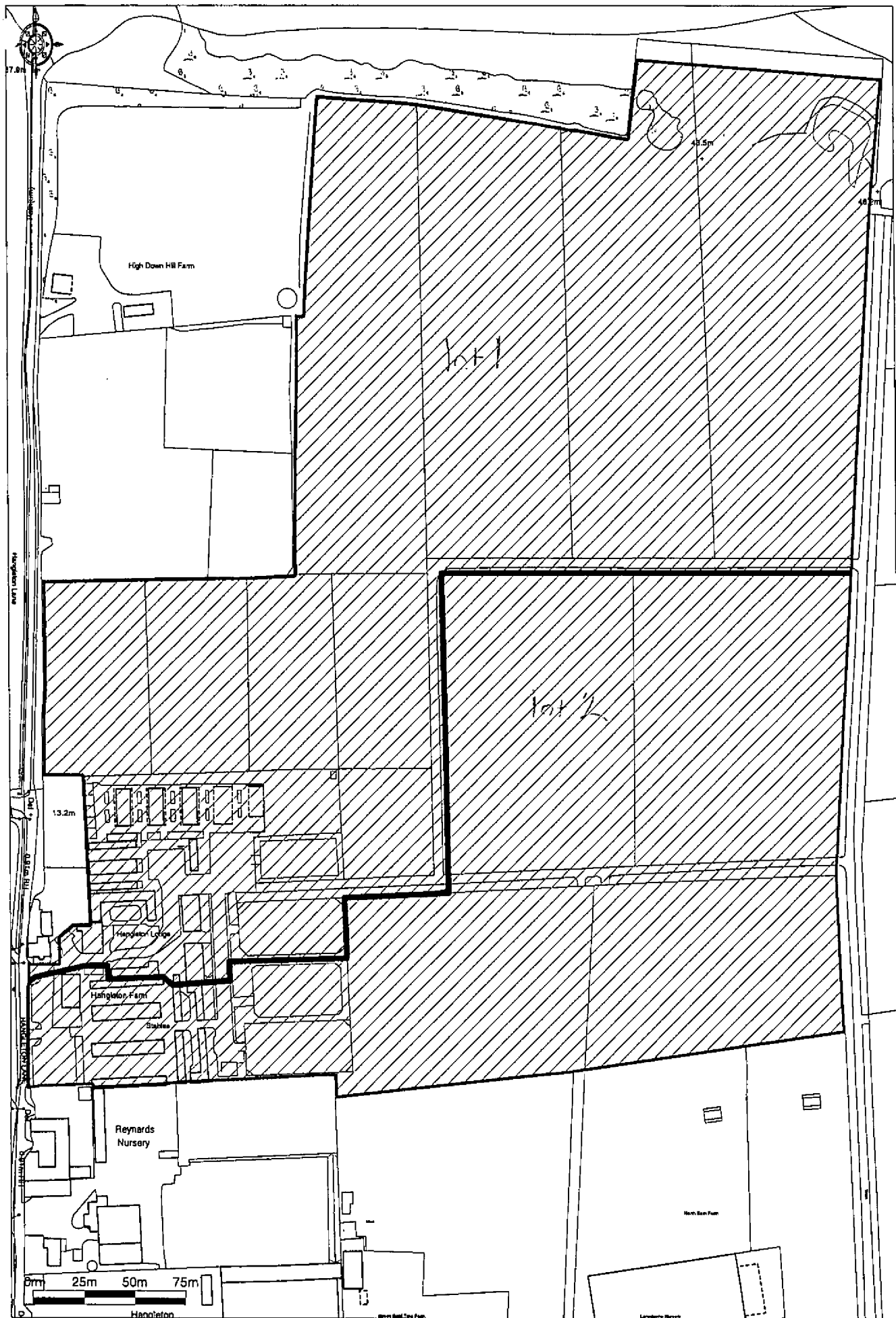
CP 1 FP

The reasons for imposing these conditions are:-

1. To comply with Section 41 of the Town and Country Planning Act 1971
2. & 3. For the avoidance of doubt.
4. The site lies in a rural area where development unrelated to a rural activity would not normally be permitted.
5. In the interests of amenity.
6. In the interests of amenity.

Appendix 6

HANGLETON FARM EQUESTRIAN CENTRE FERRING, WORTHING BN12 6PP



Ordnance Survey © Crown Copyright 2013. All rights reserved.
Licence number 100020449. Plotted Scale - 1:2500

Batcheller
Monkhouse