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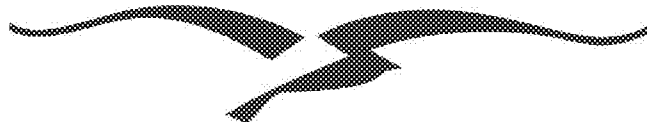
Save the environment - think before you print.

From: Daun Johnson <Daun.Johnson@arun.gov.uk>
Sent: 04 August 2020 15:42
To: Planning.Responses <Planning.Responses@arun.gov.uk>
Subject: FW: AL/47/20

Please upload to application as planning correspondence, the attachments and email.

Daun Johnson
Technical Support Unit Assistant, Planning

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E: daun.johnson@arun.gov.uk



Arun District Council, Civic Centre, Maltravers Rd, Littlehampton, West Sussex, BN17 5LF
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From: Stu and Tali [REDACTED]
Sent: 02 August 2020 13:15
To: Planning <Planning@arun.gov.uk>
Subject: AL/47/20

Dear Sir/Madam,

I am writing in response to the above application, specifically in relation to the objection raised by Aldingbourne parish council.

To clarify the points raised.

1. Verify ownership - please find attached a copy of the title registry for WSX256103, 12 Lime Avenue. The inclusion of the land relating to this application is visible on the official copy. The current boundary fence is also marked on the document.

2. Does nothing to enhance to current landscaping that would have been agreed originally under the planning process for the whole estate. - Please note, all properties within the estate, having a side boundary fence or wall bordering on the highway have fencing or a wall measuring 6 ft. I have photos taken during the construction of the site that show them as an original feature on the estate. I can provide photos of the original and current border fencing/walls across the estate, as required. Please advise if you wish these to be submitted.

The proposed moving of the boundary fence on my property will be in keeping with all other properties on the estate which were part of the original design and planning.

Please also note the photo attached, taken on the 31st of May 2001 when the occupiers took possession of the property (title May 2001). You will note there was no landscaping, the type of border/fencing was at the discretion of the owner, they chose a hedge.

There is one area of landscaping on the estate, opposite the school entrance. This is largely unmaintained and is used as a rubbish tip by the local school students.

3. Not sympathetic to Aldingbourne plan EH9 - Development proposals affecting the two Conservation Areas – this proposed development is over 750 feet from the Church Road conservation area and over a mile from Norton Lane. Neither area is connected directly to Lime Avenue or in any way visible from the location subject of this application.

12, Lime Avenue is situated at the southern most end of the development, 450 feet from the entrance to the estate and round a series of 90 degree bends in the road. It is not a key view line into the conservation areas.

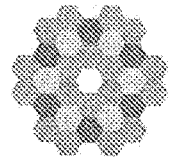
Neither areas would be impacted upon by the removal of an existing fence line and replacement with identical fencing that distance from the conservation area.

If you require any further documents or information please let me know.

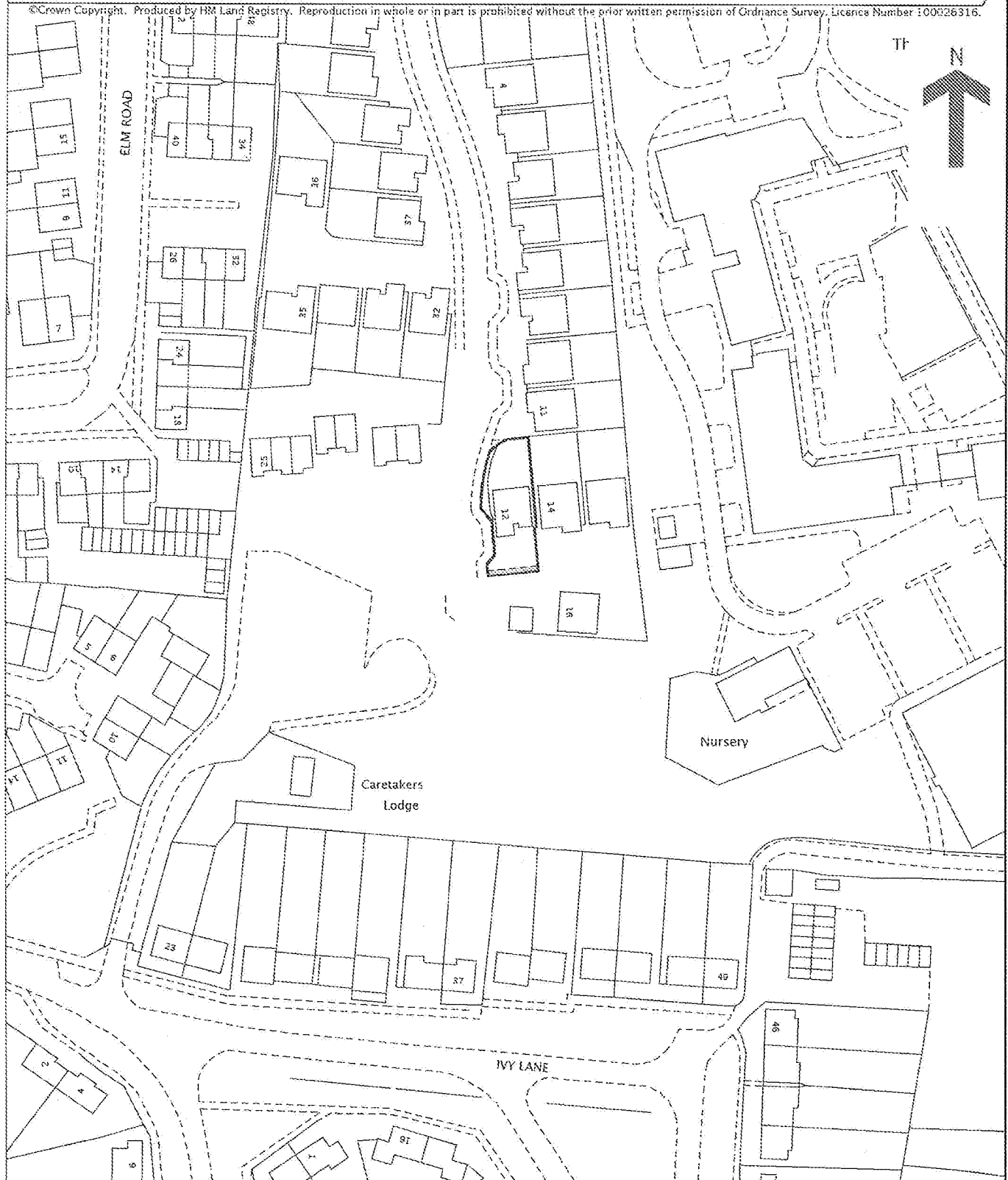
Stuart Tait-Bower

HM Land Registry
Official copy of
title plan

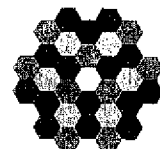
Title number **WSX256103**
Ordnance Survey map reference **SU9405SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **West Sussex : Arun**



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This official copy is incomplete without the preceding notes page.



Official copy of register of title

Title number WSX256103 Edition date 14.06.2018

- This official copy shows the entries on the register of title on 14 Jun 2018 at 11:15:23.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 14 Jun 2018.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry Durham Office.

A: Property Register

This register describes the land and estate comprised in the title.

WEST SUSSEX : ARUN

- 1 (28.01.2000) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 12 Lime Avenue, Westergate, Chichester (PO20 3UF).
- 2 (15.06.2001) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 31 May 2001 referred to in the Charges Register.
- 3 (15.06.2001) The Transfer dated 31 May 2001 referred to above contains provisions as to light or air and boundary structures.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (06.06.2018) PROPRIETOR: STUART CHARLES TAIT-BOWER and NATALIA MELISSA TAIT-BOWER of 12 Lime Avenue, Westergate, Chichester PO20 3UF.
- 2 (06.06.2018) The price stated to have been paid on 25 May 2018 was £400,000.
- 3 (06.06.2018) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 May 2018 in favour of Barclays Bank PLC referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land is subject to the following rights reserved by a Transfer dated 7 January 2000 made between (1) West Sussex County Council (Transferors) and (2) Swan Hill Homes Limited (Transferees):-

C: Charges Register continued

The following rights are excepted and reserved out of the Property for the benefit of the Retained Land

2.3 The full and free right within the Perpetuity Period:

2.3.1 to enter on the Property to lay and construct any Service Media to serve the Retained Land subject to the routes of such Service Media being agreed with the Transferee (such agreement not to be unreasonably withheld or delayed)

2.3.2 to connect into all Service Media laid or constructed by the Transferee in on under or over the Property during the Perpetuity Period

2.3.3 the right of full free and uninterrupted passage and running of Services through all relevant Service Media whether laid by the Transferor or the Transferee or their respective successors in title in on under or over the Property for the purposes of providing Services to and from the Retained Land and

2.3.4 the full and free right upon giving reasonable notice to the Transferee or the owner or owners or occupiers for the time being of the relevant part of the Property (except in case of emergency) to enter upon the Property or any part thereof at any time during the Perpetuity Period for the purposes of maintaining cleansing repairing replacing or relaying

(i) all Service Media and all connections constructed by the Transferor during the Perpetuity Period in accordance with the provisions set out in this Clause 2.3 and

(ii) all Service Media laid by the Transferee to which the Service Media laid by the Transferor under Clause 2.3 are connected.

Perpetuity Period - means the period of eighty (80) years commencing on the date of this Transfer which shall be the perpetuity period for the purposes of this Transfer.

Service Media - means sewers drains watercourses channels pipes cables wires conduits and things of a like nature used or capable of being used for the purposes of the Services.

Services - means foul surface and storm water sewerage water supply gas and electricity supply telephonic and other means of electronic communication including (but without limitation to) cable television.

NOTE: The retained land referred to lies to the east of the land in this title and comprises the site of The Westergate School.

- 2 (30.03.2001) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 15 March 2001 made between (1) Swan Hill Homes Limited (The Grantor) and (2) Southern Water Services Limited (The Company):

"WHEREAS:

(1) The Grantor is registered as Proprietor with absolute title under Title Number WSX239072 of the freehold land situate at Westergate Community College Westergate which includes the land shown coloured pink on the plan annexed (hereinafter called "the pink land") situate either side of the centre line of a sewer or disposal main

(2) The Company by virtue of an Appointment made pursuant to the Water Industry Act 1991 is the sewerage undertaker and has entered into an agreement under Section 104 of the said Act ("the Section 104 Agreement") to adopt the sewer and/or a disposal main (hereinafter referred to as "the sewer") lying within the pink land subject to the terms and conditions set out in the Section 104 Agreement

(3) The Grantor is entering into this Deed pursuant to the obligation on his part contained in clause 20 (1)(c) of the Section 104 Agreement

C: Charges Register continued

(4) The Grantor has agreed to grant to the Company such perpetual easements rights powers and privileges in respect of the pink land as are necessary for the purposes of its statutory undertaking

The Grantor with full title guarantee grants to the Company from the date that the sewer is adopted as a public sewer pursuant to the Section 104 Agreement or otherwise the following perpetual easements rights powers and privileges ("the rights"):-

1. The right of using inspecting reconstructing replacing enlarging lining relaying maintaining cleansing repairing improving and managing the sewer in through under over or upon the pink land
2. The right at any time and at all times with or without vehicles materials plant machinery apparatus employees contractors and others to enter upon and pass and repass along the pink land and to maintain reasonable markers indicating the pink land and/or the sewer and the right to excavate and temporarily tip soil on land adjoining the pink land as necessary or desirable SUBJECT TO levelling out when the excavations are completed and removing any surplus sub soil
3. The right at all times to uninterrupted passage of foul and surface water through the sewer
4. The right to remove any trees hedges or shrubs growing in the pink land and any buildings walls fences or other structures built thereon and in the exercise of such rights the Company shall not cause unreasonable damage and shall make good so far as practicable any damage caused and shall re-erect reasonable fences marking the boundaries of land
5. The right to erect any necessary temporary fencing or other barrier for so long as shall be necessary to enjoy the rights."

The said Deed also contains the following covenants by the Grantor:

"The Grantor to the intent that the burden of this covenant may run with the pink land and so as to bind the pink land into whosoever hands the same may come and every part thereof and to benefit and protect the Company's sewerage undertaking and each and every part thereof but not so as to render the Grantor personally liable for any breach of covenant committed after the Grantor shall have parted with all interest in the land in respect of which such breach shall occur HEREBY COVENANTS with the Company that the Grantor will at all times hereafter observe perform and enforce the following restrictive and other covenants in respect of the pink land as follows:-

- (a) Not to use the pink land or the adjoining land so as to put at risk or damage the sewer or any manhole or chamber or other accessory on the sewer or to interfere with the rights
- (b) Not to erect any buildings walls or other structure on the pink land other than roads driveways and reasonable fences marking the boundaries of land and not to carry out any other development thereon
- (c) Not to lay or permit to be laid in over or upon the pink land any sewers drains pipes conduits cables ducts wires or similar thing without the prior written consent of the Company
- (d) Not to use the pink land except for agricultural or residential garden purposes or as open space or for roads and services
- (e) Not to plant trees hedges shrubs or non-boundary fences on the pink land
- (f) Not to alter the original level of the surface of the pink land
- (g) Not to cover or obscure any manhole cover or chamber or other accessory which relates to or which lies over the sewer in the pink land
- (h) Not to allow any piling operation in the pink land without the consent of the Company

C: Charges Register continued

(i) To advise any tenant or lessee of the pink land or any appt thereof of the existence of the sewer and of this Deed."

NOTE: The land coloured pink referred to is tinted blue on the filed plan.

- 3 (15.06.2001) A Transfer of the land in this title dated 31 May 2001 made between (1) Swan Hill Homes Limited and (2) Frank Thomas Goldsmith and Ruth Mary Goldsmith contains restrictive covenants.

NOTE: Original filed.

- 4 (06.06.2018) REGISTERED CHARGE dated 25 May 2018.

- 5 (06.06.2018) Proprietor: BARCLAYS BANK PLC (Co. Regn. No. 1026167) of P.O. Box 187, Leeds LS11 1AN.

- 6 (06.06.2018) The proprietor of the Charge dated 25 May 2018 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

