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Save the environment - think before you print.

From: Anita Gardner <Anita.Gardner@arun.gov.uk>

Sent: 27 August 2020 08:45

To: Planning.Responses <Planning.Responses@arun.gov.uk>

Subject: FW: OBJECTION: CM/27/20/DOC Langford Horsemere Green Lane

Please treat as a rep

Anita Gardner

Principal Planning Officer,
Directorate of Place



T: 01903 737529

E: anita.gardner@arun.gov.uk

Arun District Council, Civic Centre, Maltravers Rd, Littlehampton, West Sussex, BN17 5LF

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From: Dulcie Brookfield

Sent: 26 August 2020 21:05

To: Anita Gardner <Anita.Gardner@arun.gov.uk>; Anita Gardner <Anita.Gardner@arun.gov.uk>

Subject: OBJECTION: CM/27/20/DOC Langford Horsemere Green Lane

Dear Planning Dept

OBJECTION: CM/27/20/DOC Langford Horsemere Green Lane

I note that MJH still appear to be trying to slip in their preferred house design footprint on plot 8 in this application, as per their diagrams submitted under this application.

I stand with the Parish Council, and this formal written objection wholly incorporates and completely supports their written objections as set out by them and presented to Arun District Council.

Council objects to the antisocial provisions in the construction plan, including:

- the length of working hours and working over weekends and Bank Holidays
- no time constraints on deliveries, and the
- parking on residential streets limiting amenities for residents and their visitors. The developer should phase work to enable parking on site; it is his decision to cram houses on it with no amenity space.

The Council legal team **must** consider **HM Land Registry Restrictive Covenants for Appletree Walk, Land Registration Acts 1925 to date**, which I have attached for your convenience.

1. These covenants were approved by Arun District Council in 1988 and still stand unamended in their entirety.
2. Your legal department will note that residents are bound by rights, easements, provisions, covenants, restrictions, conditions, stipulations set out clearly in this legally binding document.
3. Particular attention should be paid to the COVENANTS on page 10. In short covenant (5) 'Not to carry on any trade of business on the land hereby transferred' – for the avoidance of doubt on p12 is a map WHICH INCULDES THE ROAD. MJH is a business.
4. Covenant (7) 'To ensure that nothing shall at ANYTIME be done ON THE ESTATE of the vendor that shall be NUISANCE, ANNOYANCE or INJURY to ANY part of the Estate of the vendor OR ITS OCCUPIERS'
5. WITH THIS IN MIND, this arrogant developer demanding that clearly laid out laws adhered to for decades by residents, (and in essence most of the UK) be flouted just for him. He is demanding that the Council set a **PRECEDENT** to contravene these covenants and create a CONSTANT NUISANCE, ANNOYANCE or INJURY to ANY part of the Estate of the vendor OR ITS OCCUPIERS' purely for his own selfish benefit.
6. ADC is aware of the narrow width of these roads in this area, and the hazards, which is why traffic calming measures were introduced. This developer demanding that our roads are continually obstructed for his benefit, resulting in in serious hazard.
7. Because the roads are not wide enough for trucks, commercial vehicles, additional cars to park on safely, it means they will be resorting to pulling up on grass verges and creating obstructions to driveways if not physically then definitley visually.
8. The roads will be turned into MJHs personal car park. Myself and my neighbours mow and maintain these verges, footpaths and the area in general. MJH is proposing that that these roads become and extension of his building site, with verges being churned to mud by trucks, vans etc and covered in mud. This is a complete insult to the residents.
9. My neighbours report that vehicles from people working on the site are already being parked in the entrance to Appletree Walk. Therefore, the developer doesn't care about the outcome of ADC decisions – he's going to do as he pleases, regardless. I therefore submit that ADC needs to **ENFORCE** these covenants.
10. I note that the Construction Phase Plan is very light on detail. It describes cranes, heavy plant and machinery, excavating, scaffolding towers on a comparatively small space, all of which is very noisy, invasive to neighbouring properties. The developer is demanding that this take place from 7.30am - 6pm weekdays, 8am – 4pm Bank Holidays and weekends. This is in direct contravention of the Control of Pollution Act 1974. This will of course mean that vans, trucks, lorries will be parking, queueing, arriving and leaving outside of these times along our narrow roads.

11. ADC is aware that there is no foot path on either side of Horsemere Green Lane, and it is unlit. To agree to these proposals will put cyclist, pedestrians and drivers at obvious risk with reduced visibility during winter months especially.
12. The number of trades involved will see an overspill of the site onto neighbouring roads.
13. This will mean there will be no parking left in our parking bays for the residents who pay their council Tax for the very privilege of living in this area. If that ADC downgrades this area for the benefit of MJH Homes it would be unfair not to rebate us rebate for the suffrage you have imposed.
14. I have worked in London square mile, where there is considerable very large constructions managed with in very small spaces monitored by LBC who issues fines. As a result, the sites are properly managed and deliveries scheduled. **I believe ADC should do the same, and impose restrictions and fines on this developer, rather than caving in to his relentless demands and the expense of everyone else.**

Regards

Dulcie Brookfield

44 Appletree Walk

Clymping, BN17 5QN

H M LAND REGISTRY

Land Registration Acts 1925 - 1986

Transfer of Part of Freehold Land

Imposing Fresh Restrictive Covenants

The Title Number allotted to)
the land transferred will on)
registration be officially)
entered opposite)

County and District



WSX138583

WEST SUSSEX - ARUN

Title Number

WSX121733

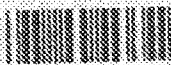
Property



SEQ103

Plot 44 Apple Tree Walk
Climping

Date



QUALITY

18th November 1983

1. In consideration of the sum of

[REDACTED] (the receipt
whereof is hereby acknowledged) McLEAN HOMES SOUTH EAST LIMITED whose
Registered Office is at Crestwood House Birches Rise Willenhall
West Midlands (hereinafter called "the Vendor") as Beneficial Owner
hereby transfers to [REDACTED]

[REDACTED]
(hereinafter called "the Purchaser") ALL THAT land being part of the
land comprised in the Estate of the Vendor which said land hereby
transferred is shown delineated on the plan bound up within and edged
red TOGETHER with the dwelling erected or in the course of erection
thereon and known or intended to be known as Number 44 (Plot 44)
Apple Tree Walk Climping Littlehampton West Sussex

TOGETHER ALSO with for the benefit of the land hereby transferred the
rights at all times and for all purposes in common with the Vendor
and all other persons entitled thereto as follows:-

- (a) To go pass and repass with or without cars or other vehicles
or on foot only (as appropriate) over and along the roads

footpaths verges and driveways shown on the said plan intended to be taken over by the Local Authority now constructed or to be constructed on the Estate of the Vendor

- (b) The free and uninterrupted right of connection to and of passage and running of water and soil gas electricity and other services into and through the service installations now constructed or to be constructed in or under the adjoining or neighbouring land comprised in the Estate of the Vendor together with full rights to enter on such adjoining or neighbouring land at all reasonable times and upon giving reasonable notice (except in the case of emergency) for the purposes of inspecting repairing and maintaining such service installations doing as little damage as possible and forthwith making good any damage thereby occasioned the Purchaser paying a due and proportionate part of the expense of keeping the service installations in good repair and condition

- (c) The right to erect up to the boundary of the adjoining land comprised in the Estate of the Vendor the dwelling erected or to be erected on the land hereby transferred and the right of support from the said adjoining land for the walls and buildings of the said dwelling and the right to have the foundations eaves roofs chimneys verges gutters windows downspouts flues and other such projection of the said dwelling overhanging or underlying the adjoining land comprised in the Estate of the Vendor together with full rights to enter on such adjoining land at all reasonable times and upon giving reasonable notice (except in the case of emergency) for the purposes of inspecting repairing maintaining replacing and painting such aforesaid projections and side walls of the said dwelling and the boundary walls and fences of the land hereby transferred the Purchaser doing as little damage

as possible and forthwith making good any damage thereby occasioned

~~(d) xxxxxx The right xxxxxx the walls of the dwelling xxxxxx~~

be erected on the land hereby transferred to the walls of the link detached/semi detached/terraced dwelling or dwellings (as appropriate) erected or to be erected on the adjoining land comprised in the Estate of the Vendor so that the main walls dividing such dwellings will become party main walls and repairable as such the Purchaser doing as little damage as possible and forthwith making good any damage thereby occasioned

- (e) To go pass and repass with or without vehicles or on foot only (as appropriate) at all times for the purposes of obtaining access to and egress from the land hereby transferred over and along the access way shown coloured blue ~~xxxxxxx~~ on the said plan on the adjoining or neighbouring land comprised in the Estate of the Vendor subject to the Purchaser paying a due and proportionate part of the expense of maintaining the whole of the access way so shown coloured blue ~~xxxxxxx~~ in good repair and condition

PROVIDED ALWAYS that none of the rights hereinbefore granted shall apply to or be exercised over any land comprising an electricity substation site or similar installation

EXCEPT AND RESERVING unto the Vendor or other the owners or occupiers from time to time of the adjoining and neighbouring land comprised in the Estate of the Vendor and all persons authorised by any of them or entitled thereto including the Local Authority and Statutory Undertakers

- (a) the free and uninterrupted right of passage and running of water soil gas and electricity and other services into and through the service installations now constructed or to be

constructed in or under the land hereby transferred or any part thereof with full rights of entry with or without workmen materials and appliances at all reasonable times and upon giving reasonable notice (except in the case of emergency) for the purposes of constructing connecting to inspecting relaying cleansing renewing replacing enlarging repairing removing maintaining and using such service installations the Vendor or other the person exercising such rights doing as little damage as possible and forthwith making good any damage thereby occasioned

- (b) the right to erect up to the boundary of the land hereby transferred the dwelling or dwellings erected or to be erected on the adjoining land comprised in the Estate of the Vendor and the right of support from the land hereby transferred for the walls and buildings of the said dwellings and the right to have and erect the foundations eaves roofs chimneys verges gutters windows downspouts flues and any other such projection of the said dwelling or dwellings overhanging or underlying the land hereby transferred together with full rights to enter upon the land hereby transferred with or without workmen materials and appliances at all reasonable times and upon giving reasonable notice (except in the case of emergency) for the purposes of erecting a dwelling or dwellings on the said adjoining land and of inspecting repairing maintaining replacing and painting such aforesaid projections and side walls of such dwelling or dwellings and the boundary walls and fences of the said adjoining land the Vendor or other the person exercising such rights doing as little damage as possible and forthwith making good any damage thereby occasioned

the Estate of the Vendor to the walls of the dwelling erected or to be erected on the land hereby transferred so that the main walls dividing such dwellings will become party main walls and repairable by such the Vendor or other the persons exercising such rights doing as little damage as possible

(d) the right for the owners and occupiers for the time being of the adjoining or neighbouring plot(s) on the Estate of the Vendor part or parts of which are shown coloured blue ~~xxxxxx~~ on the said plan to go pass and repass with or without vehicles or on foot only (as appropriate) at all times for the purpose of obtaining access to and egress from the said plot(s) over and along the access way on the part of the land hereby transferred as is shown coloured blue ~~xxxxxx~~ on the said plan such owners or occupiers for the time being paying a due and proportionate part of the expense of maintaining the whole of the access way so shown coloured blue ~~xxxxxx~~ in good repair and condition

2. The Purchaser (with the object of affording to the Vendor a full and final sufficient indemnity but not further or otherwise) hereby covenants with the Vendor that he the Purchaser will at all times hereafter duly observe and perform the restrictive and other covenants conditions and stipulations contained or referred to in the Charges Register of the Title before referred to so far as the same relate to the land hereby transferred and are still subsisting and capable of being enforced and that he will keep the Vendor indemnified against all actions claims demands and liabilities whatsoever in respect of any future non-observance or non-performance thereof

3. The Purchaser to the intent and so as to bind not only him but all persons in whom the land hereby transferred or any part thereof

shall for the time being be vested and to bind such land and every part thereof into whosoever hands the same may come for the benefit of the remainder of the Estate of the Vendor and any part or parts thereof (but not in the case of restrictive covenants so as to render himself personally liable for any breach of covenant committed after he shall have parted with all interest in the land hereby transferred) hereby covenants with the Vendor and also (subject to the power of the Vendor to release or vary as hereinafter contained) as a separate covenant with every other person who is now the owner of any part of the Estate of the Vendor that he the Purchaser will at all times hereafter observe and perform all and every restriction stipulation provision and condition set forth in the Schedule hereto

4. It is hereby agreed and declared as follows:-

- (a) That the siting of the easements rights and privileges granted and reserved by this Transfer shall be ascertained and the exercise thereof shall commence on or before the expiration of eighty years from the First day of January One thousand nine hundred and eighty seven (which said period of eighty years shall be the perpetuity period applicable to this Transfer)
- (b) that the Purchaser shall not be or become entitled to any right or easement of light or air which would in any way restrict interfere with or prejudicially affect the free user of any adjoining or neighbouring land comprised in the Estate of the Vendor for building or any other purposes
- (c) that nothing herein contained shall be deemed to create or evidence a Building Scheme for the Estate of the Vendor or any part or parts thereof and the Vendor shall be at liberty to sell or otherwise dispose of or deal with any part of its Estate for the time being unsold for such purposes and upon and subject to or free from such covenants restrictions stipulations provisions or conditions as it shall in its

absolute discretion determine and as regards all or any part of its Estate which may already have been sold or disposed of or dealt with the Vendor named in this Transfer or any person or body to whom this right shall have been expressly assigned shall be at liberty without the necessity of obtaining the consent of the Purchaser to release or vary all or any of the covenants restrictions stipulations provisions or conditions imposed by the Vendor on the occasion of that sale or other disposition thereof

(d) that there is also hereby excepted and reserved out of the land hereby transferred or any part thereof for the benefit of the Vendor or other the owner or owners for the time being of any part or parts of the Estate of the Vendor intended to be benefitted and all others entitled to the benefit thereof all easements wayleaves licences rights and privileges granted or to be granted by the Vendor to the County and District Councils Electricity Boards British Telecommunications and/or other statutory or Public Authorities and Undertakers in connection with the services usually provided or maintained by them for the benefit and advantage of the Estate of the Vendor or any part thereof and that the Purchaser shall if necessary grant to the Councils Boards and other bodies as aforesaid such easements as they shall require in connection with the provision and maintenance of those services

(e) that the Purchaser shall not raise any objection to the adoption by the Local Authority or any Statutory Undertaker of any drains or sewers laid or to be laid in or through the land hereby transferred under the Public Health Act 1936 or otherwise and shall if necessary grant to the Local Authority or Statutory Undertakers such easements as it shall require in connection with the adoption of the drainage or sewerage system

5. The Vendor hereby covenants with the Purchaser that the Vendor will at its own expense when the development of the Estate of the Vendor shall have been completed or earlier at its discretion duly complete to the requirements of the Local Authority the making channelling paving and lighting of the new Estate Roads or Road (if any) and any footpaths thereto intended to be taken over by the Local Authority onto which the land hereby transferred abuts or which serve the land hereby transferred and will keep the Purchaser effectually indemnified from and against all costs charges claims and demands in respect of the matters aforesaid and the maintenance of the said new Estate roads and footpaths until such time as the same shall be taken over by the Local Authority

5. In this Transfer and the Schedule hereto unless the context otherwise requires:-

- (i) The expressions "the Vendor" and "the Purchaser" shall where applicable and insofar as the law permits include the persons respectively deriving title under or through them
- (ii) the expression "the Estate of the Vendor" shall mean all the land in respect of which the Vendor is or was the Registered Proprietor under the Title Number referred to in the heading to this Transfer
- (iii) the expression "service installations" means sewers drains watercourses water pipes channels pipes wires cables and other service conducting media
- (iv) the expression "dwelling" and "dwellings" shall where applicable respectively include "garage" and "garages"
- (v) the singular shall include the plural and masculine shall include the feminine and vice versa
- (vi) where there are two or more persons designated by the expression "the Purchaser" then:-
 - (a) all covenants expressed to be made by the Purchaser shall

be deemed to be made by all such persons jointly and severally

- (b) such persons declare that they hold the land hereby transferred upon trust for themselves as joint tenants so that the survivor of them is entitled to give a valid receipt for capital money arising on a disposition thereof

7. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of THOUSAND POUNDS

THE SCHEDULE before referred to

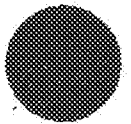
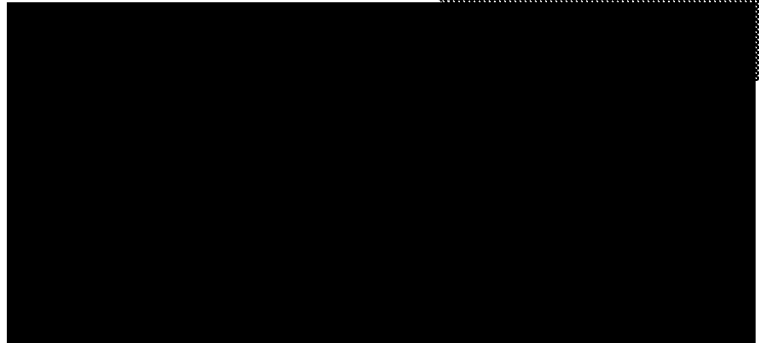
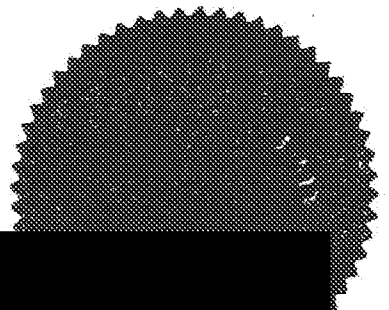
- (1) To pay a reasonable proportion of the expense of repairing replacing renewing and cleansing all service installations and other things the use of which is common to the land hereby transferred and any adjoining or neighbouring land comprised in the Estate of the Vendor (so far as the same are not maintainable by any Local or other Authority) such proportion in the case of dispute to be conclusively determined by the Vendor
- (2) Not without the consent of the Local Authority under the Town and Country Planning Acts and Building Regulations for the time being in force and the grant of any necessary rights by adjoining owners to erect any building or structure on the land hereby transferred nor erect or make any extension or alteration to the dwelling thereon
- (3) To maintain in good repair and condition the fence or wall (if any) marked with a letter 'T' inwards on the said plan and any other fence or wall erected or to be erected by the Vendor within the boundaries of the land hereby transferred
- (4) To maintain any part or parts of the land hereby transferred which lie in front of the building line of the dwelling and/or outside the screen fence erected or to be erected on the land hereby transferred

as an ornamental garden entrance driveway and access way (as appropriate) and not to park thereon any commercial vehicle caravan boat trailer whatsoever nor without the previous consent in writing of the Local Planning Authority:-

- (a) erect or place thereon any buildings fences hedges or posts
- (b) make any material alteration to the landscape works
- (c) cut down or damage or allow or permit to be damaged or except in the course of good husbandry to cut lop or trim any tree now growing or to be planted by the Vendor upon the land hereby transferred or on any adjoining or neighbouring land comprised in the Estate of the Vendor
- (5) Not to carry on any trade business on the land hereby transferred
- (6) To keep any land drains and silt chambers in or under the land hereby transferred in good working order and free from obstruction
- (7) To ensure that nothing shall at any time be done on the Estate of the Vendor that shall be nuisance annoyance or injury to any part of the Estate of the Vendor or its occupiers
- ~~(8) Not to place or allow any obstruction to remain on the access way coloured blue on the said plan~~
- ~~(9) To maintain that part of the land as is shown coloured green on the said plan as a grassed area and entrance driveway (where appropriate) in accordance with the Vendor's plan for landscape works and not at any time to plant any trees or other deep rooting plants or shrubs on the grassed area nor to make any material alteration thereto as laid out by the Vendor nor erect any buildings fences walls or other erections thereon nor park any vehicles thereon~~
- ~~(10) To maintain that part of the land shown within the broken brown line as a grassed area and not at any time to plant any trees or other deep rooting plants or shrubs therein nor to make any material alteration thereto as laid out by the Vendor nor erect any building fences walls or other erections thereon nor park any vehicles thereon~~

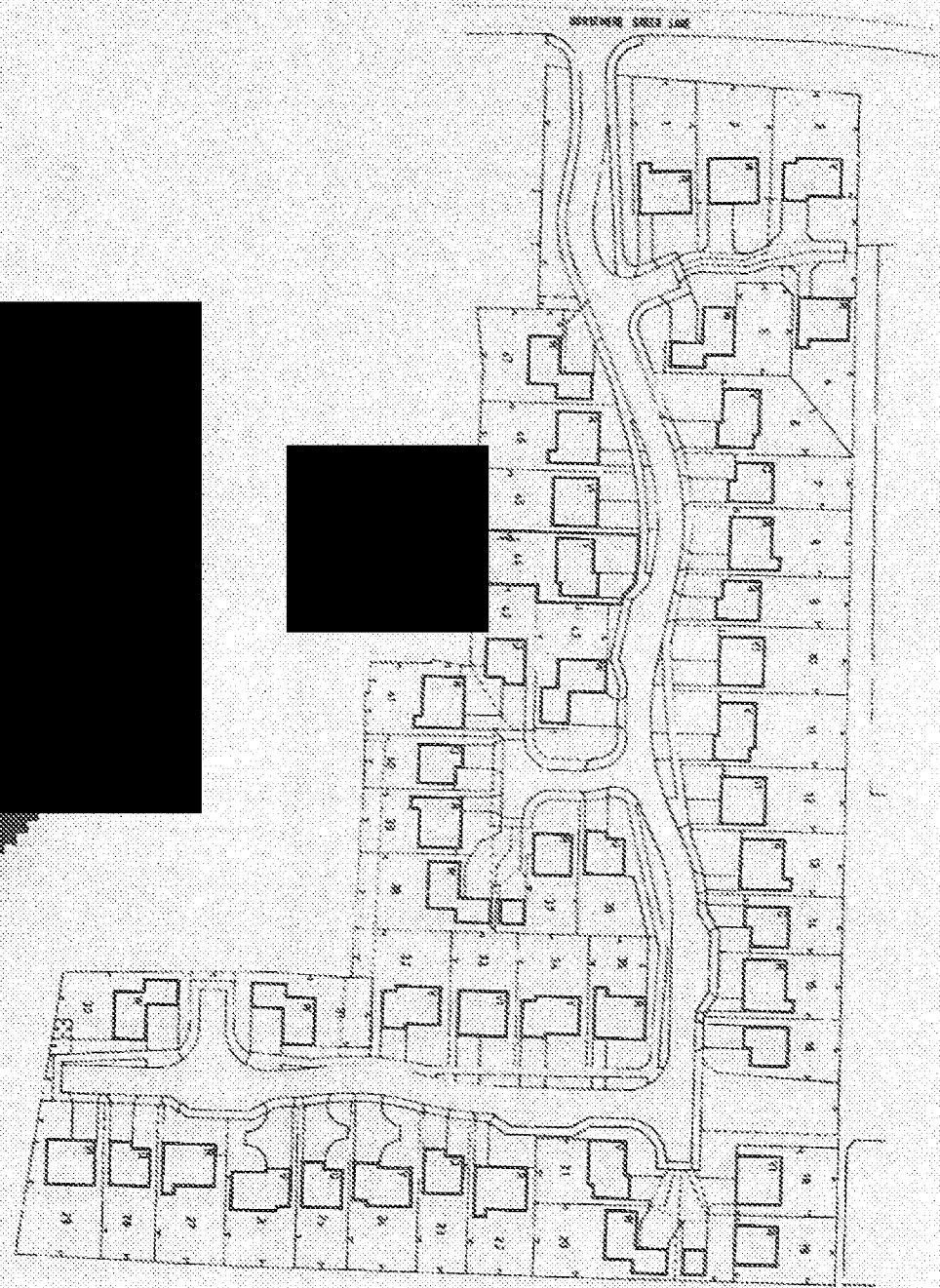
THE COMMON SEAL of McLEAN
HOMES SOUTH EAST LIMITED was
hereunto affixed in the
presence of:

)
)
)
)



SIGNED SEALED and DELIVERED
by the said
in the presence of:

)
)
)
)



Page 1 of 1
Date: 10/10/2009
Time: 10:10:10 AM
User: [redacted]
Project: [redacted]
Drawing: [redacted]
Scale: 1/8" = 1'-0"
Sheet: 1 of 1
Title: LEGAL PLAN
Author: [redacted]
Checked: [redacted]
Approved: [redacted]
Notes: [redacted]