

[REDACTED]

From: Annabelle Langmead [REDACTED]
Sent: 30 May 2019 23:32
To: Simon Davis <Simon.Davis@arun.gov.uk>
Subject: P/38/19/PL

Dear Mr Davis,

I object to all aspects of this application in absolute terms. This matter must be referred to the Development Control Committee for determination on the grounds of local sensitivity to the proposals and the complexity of legal issues surrounding this application.

Schedule 1 of the Caravan Sites and Control of Development Act 1960 states at subsection 7 that "Subject to the provisions of paragraph 13 of this Schedule, a site licence shall not be required for the use as a caravan site of agricultural land for the accommodation during a particular season of a person or persons **employed in farming operations on land in the same occupation.**"

In the applicant's design and access statement they themselves admit to supplying seasonal worker to 11 sites over the south coast and whilst the applicant is keen to attempt to 'prove' in their statement that *"the application does not seek approval for the provision of seasonal workers accommodation (permitted development) only seeking approval to facilitate the retention of the seasonal workers accommodation on site while not in occupation (out of season)"* I submit that, in any event, the application fails to meet any one of the four criteria under the Town and Country Planning (General Permitted Development) (England) Order 2005 Schedule 2 Part 5 Class A.

Indeed, this is a question rightly raised by you, Mr Davis, on 20 May 2019 *"I would appreciate your comments on where the workers will be working and the % of time that they will be working on land at Newlands/Roundstone*

Nursery as opposed to being based elsewhere” and a response is yet to be received from the applicant addressing these very valid points.

Accordingly, and in the absence of any development, the current application for year-round retention is considered invalid and should be withdrawn by the applicant.

In the event that the applicant fails to withdraw their application, Arun District Council should refuse this application without delay due to the following:

Design and Access Statement

The applicant’s design and access statement is economical with the truth, to say the least:

1. *“The existing caravan site is well screened in the landscape”* there is no existing caravan site save for on the land owned by David Langmead and the caravans will undoubtedly be seen from the farm track as the landscape provides little if any effective screening, especially in the winter months. There are large gaps in the hedgerow and the greenhouses can clearly be seen. I attach photos which prove the caravans will clearly be seen from my front door step.
2. *“The site is also close to Runcton, with access to cycle routes bus stops and other services.”* The access to these cycle routes, bus stops and other services are only via Pagham Road – B2166. This road is well known for accidents, particularly on the s bends from which Roundstone Nursery is accessed from the highway and has recently been resurfaced in an attempt to reduce the amount of accidents. There is no pavement and little verge for pedestrians to walk along let alone 186. Here are some links to recent tragedies on the very s bends mentioned above, the latest being on 19 May 2019:
 - a. <https://www.spiritfm.net/news/sussex-news/2871159/driver-arrested-after-crash-on-main-road-from-bognor/>
 - b. <https://www.chichester.co.uk/news/traffic-and-travel/crash-closes-lagness-road-1-8173685>
 - c. <https://www.spiritfm.net/news/sussex-news/2391608/car-crashes-into-tree-on-busy-west-sussex-road/>
 - d. <https://www.itv.com/news/meridian/update/2017-09-27/teenage-pedestrian-flown-to-hospital-after-accident/>
 - e. <https://www.theargus.co.uk/news/8744345.bognor-man-70-dies-in-road-crash/>
3. *“Occupied on a seasonal basis”* – please explain how 12 months of the year seasonal? I quote from the recent Hall Hunter Partnership case “[...] nine-to-ten months [...] By any reasonable interpretation of the language, it would be too broad a period within a year to compromise a particular season.”
4. *“350 seasonal workers over 11 sites”* – how many work on the site the application is made on (i.e. Roundstone Nursery)? Who owns the other 10 sites?
5. *“Ongoing success of the farm business”* or of Pro Force Recruitment? Pro Force Limited is a seasonal workers recruitment company which lists Pebble Management Services Limited as a person with significant control. I attach a copy of the title to Roundstone Nursery which shows the registered proprietor as being Pebble Management Services Limited and the title plan highlighting just how close these units will be to our homes.
6. The applicant’s design and access statement states that their parent group also owns Newlands Nursery. I attach a copy of the title for Newlands Nursery which shows clearly it is not.
7. The site in Bracklesham bay certainly did not have a *“substantial amount of public support.”* I know from close friends and family who live in the vicinity of this site that they felt intimidated and a petition against received over 2000 signatures.

The Site

The site sits directly in the middle of two housing settlements as close as 50 metres to one home.

The site is small and to consider placing 31 units, 186 people meaning 6 adults per unit would be unfathomable and unhygienic. Is this considered “appropriate expansion”? And please explain using the caravan floor plan how you reasonably expect to provide sleeping arrangements for 6 adults per unit.

The layout of the units leaves no space for additional landscaping to hide the caravans from sight.

The site lacks infrastructure – there are currently no facilities or utilities. The applicant mentions a new sewerage system but there is no provision detailed on the plans. This site is a flood risk, there is potential that this area could become polluted with raw sewerage which would flow into Pagham Rife a habitat for wildlife which is in abundance.

The private single farm track cannot cope with any additional vehicle or pedestrian traffic and whilst the public footpath may or may not be proposed as the access to the highway from the site (we don't know as the applicant hasn't provided such vital information), rest assured the workers will use it as they do currently. The farm track is used by heavy farm machinery and is already dangerous with the current number of pedestrians.

We know from experience that the seasonal workers create noise and light pollution, litter in the ditches (see attached photo) and often ignore the regulations placed upon them creating security concerns for us residents. South Downs Holiday Park in Bracklesham Bay has infrastructure to cope with that number of seasonal workers including good road links, bus routes, local convenience stores and pavements leading directly from the site to the above-mentioned amenities. The site at Roundstone lacks all of the above.

I note that there have been no surveys carried out to ascertain whether any wildlife such as bats, owls, breeding birds, badgers etc are roosting on the site. I know with confidence that breeding birds including owls and other birds of prey occupy the trees both on and surrounding the site. I am astounded that no consideration has been given to this by the applicant particularly when the area in question has previously been designated as an area for wild plants and wildlife.

The applicant has behaved in an underhand manner and certainly not in line with NFU policy. Please could you confirm the date the notice was first displayed, the reason why it was removed and by who (i.e. Arun District Council or not?) and the date it was replaced? Residents have been left very upset by the lack of notice or consideration for their community by the applicant making this application and without their consideration.

This site is quite clearly an accommodation hub for seasonal workers employed by Pro-Force Limited who will be bused to the other sites along the south coast rather than being for seasonal workers working on the land at Roundstone Nursery a largely automated site.

Lastly, I am a mother with two young children (aged two and three). If this application is passed it will for me ruin my family home and my children's ability to enjoy the garden and our beautiful surroundings carefree.

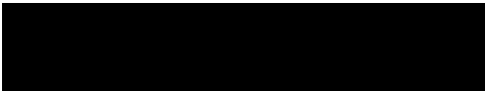
We, the residents, hope you are able to make the right decision in rejecting this application.

Yours sincerely

Annabelle Langmead
Consultant Solicitor

For and on behalf of
Bate & Albon Solicitors
4 – 8 Broadwater Street East,
Worthing, BN14 9AA

Please note that I do not work on Fridays and that I will be on annual leave from Friday 5 April – Thursday 11 April 2019.


www.batealbonsolicitors.co.uk



This e-mail contains information which is privileged confidential and protected from disclosure. If you are not the intended recipient please e-mail us immediately upon receipt. You should not disclose the contents to any other person or take copies. Please delete the message from your system immediately.

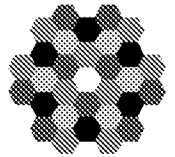
We will not in any circumstances accept service of documents by email.

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CYBERCRIME FRAUD ALERT Please do not reply to or act upon any email you might receive purporting to advise you that our bank account details have changed. Please always speak with your lawyer to verify our bank account details before sending any money to us.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number WSX326592

Edition date 26.10.2018

This official copy shows the entries on the register of title on 30 MAY 2019 at 21:06:16.

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 30 May 2019.

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 : CHICHESTER

- 1 (09.03.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land and buildings at Merston Farm, Merston, Chichester.

NOTE: The land tinted green on the title plan is not included in this title.

- 2 (09.03.2009) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of 1 and 2 The Willows dated 18 December 1996 made between (1) Ashmarden Limited (Vendor) and (2) Leslie James Langmead (Purchaser):-

"The Property is transferred subject to and (where appropriate) with the benefit of:

the rights and easements set out in the First Schedule hereto;

the exceptions and reservations contained in the Second Schedule hereto;

THE FIRST SCHEDULE referred to

(Rights Granted to the Purchaser)

1. Full right and liberty (so far as the Vendor can grant the same) to use all the Services which now exist in upon under or over the Retained Land or any part or parts thereof but only so far as the same are now connected to and capable of serving the Property.

2. Full right and liberty (so far as aforesaid) to enter upon the Retained Land with such workmen tools appliances and materials as may be necessary at all reasonable times upon prior notice in writing (except in case of emergency when such notice shall not be necessary) to inspect maintain cleanse repair and renew the Services the person or persons so entering causing as little inconvenience and disturbance as reasonably possible and making good all damage or disturbance which may be caused to the Retained Land in the exercise of such right.

THE SECOND SCHEDULE referred to

A: Property Register continued

(Matters Excepted and Reserved to the Vendor)

EXCEPTING AND RESERVING unto the Vendor the owners and occupiers for the time being of the Retained Land and each and every part thereof and all other persons now or hereafter entitled to an estate or interest therein for all purposes connected with the present and future use of the Retained Land and each and every part thereof to the intent that they shall be forever appurtenant to the Retained Land and each and every part thereof in whatever state the Retained Land or such part or parts may be or to whatever use and purposes it or any part thereof respectively or any erection or building thereon may be put the following rights easements and privileges:

1. Full right and liberty to the unimpeded use of all the Services which now exist in upon under or over the Property or any part or parts thereof;

2. Full right and liberty to enter upon the Property and each and every part thereof with or without vehicles and with such workmen tools appliances and materials as may be necessary at all reasonable times upon prior notice in writing (except in case of emergency when such notice shall not be necessary) to inspect maintain cleanse repair adjust alter and renew the Services making good all damage or disturbance which may be caused to the Property in the exercise of such right; and

3. All other easements quasi-easements liberties privileges rights and advantages now or heretofore occupied or enjoyed by the Retained Land or any part or parts thereof over or in respect of the Property or any part or parts thereof and which would be implied by statute or by reason of severance in favour of a purchaser of the Retained Land if the same had been transferred to such purchaser and the Property had been retained by the Vendor".

NOTE: The Conveyance defines "the Retained Land" as the land and property adjoining the land in this title which is retained by the Vendor.

- 3 (09.03.2009) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of 1 and 2 Merston Cottages dated 18 December 1996 made between (1) Ashmarden Limited (Vendor) and (2) Leslie James Langmead (Purchaser):-

"The Property is transferred subject to and (where appropriate) with the benefit of:

the rights and easements set out in the First Schedule hereto;

the exceptions and reservations contained in the Second Schedule hereto;

THE FIRST SCHEDULE referred to

(Rights Granted to the Purchaser)

1. Full right and liberty (so far as the Vendor can grant the same) to use all the Services which now exist in upon under or over the Retained Land or any part or parts thereof but only so far as the same are now connected to and capable of serving the Property.

2. Full right and liberty (so far as aforesaid) to enter upon the Retained Land with such workmen tools appliances and materials as may be necessary at all reasonable times upon prior notice in writing (except in case of emergency when such notice shall not be necessary) to inspect maintain cleanse repair and renew the Services the person or persons so entering causing as little inconvenience and disturbance as reasonably possible and making good all damage or disturbance which may be caused to the Retained Land in the exercise of such right.

THE SECOND SCHEDULE referred to

(Matters Excepted and Reserved to the Vendor)

A: Property Register continued

EXCEPTING AND RESERVING unto the Vendor the owners and occupiers for the time being of the Retained Land and each and every part thereof and all other persons now or hereafter entitled to an estate or interest therein for all purposes connected with the present and future use of the Retained Land and each and every part thereof to the intent that they shall be forever appurtenant to the Retained Land and each and every part thereof in whatever state the Retained Land or such part or parts may be or to whatever use and purposes it or any part thereof respectively or any erection or building thereon may be put the following rights easements and privileges:

1. Full right and liberty to the unimpeded use of all the Services which now exist in upon under or over the Property or any part or parts thereof;

2. Full right and liberty to enter upon the Property and each and every part thereof with or without vehicles and with such workmen tools appliances and materials as may be necessary at all reasonable times upon prior notice in writing (except in case of emergency when such notice shall not be necessary) to inspect maintain cleanse repair adjust alter and renew the Services making good all damage or disturbance which may be caused to the Property in the exercise of such right; and

3. All other easements quasi-easements liberties privileges rights and advantages now or heretofore occupied or enjoyed by the Retained Land or any part or parts thereof over or in respect of the Property or any part or parts thereof and which would be implied by statute or by reason of severance in favour of a purchaser of the Retained Land if the same had been transferred to such purchaser and the Property had been retained by the Vendor".

NOTE: The Conveyance defines "the Retained Land" as the land and property adjoining or neighbouring the land in this title retained by the Vendor.

4 (09.03.2009) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of 3 and 4 Merston Cottages dated 18 December 1996 made between (1) Ashmarden Limited (Vendor) and (2) Leslie James Langmead (Purchaser):-

"The Property is transferred subject to and (where appropriate) with the benefit of:

the rights and easements set out in the First Schedule hereto;

the exceptions and reservations contained in the Second Schedule hereto;

THE FIRST SCHEDULE referred to

(Rights Granted to the Purchaser)

1. Full right and liberty (so far as the Vendor can grant the same) to use all the Services which now exist in upon under or over the Retained Land or any part or parts thereof but only so far as the same are now connected to and capable of serving the Property.

2. Full right and liberty (so far as aforesaid) to enter upon the Retained Land with such workmen tools appliances and materials as may be necessary at all reasonable times upon prior notice in writing (except in case of emergency when such notice shall not be necessary) to inspect maintain cleanse repair and renew the Services the person or persons so entering causing as little inconvenience and disturbance as reasonably possible and making good all damage or disturbance which may be caused to the Retained Land in the exercise of such right.

THE SECOND SCHEDULE referred to

(Matters Excepted and Reserved to the Vendor)

EXCEPTING AND RESERVING unto the Vendor the owners and occupiers for the time being of the Retained Land and each and every part thereof and

A: Property Register continued

all other persons now or hereafter entitled to an estate or interest therein for all purposes connected with the present and future use of the Retained Land and each and every part thereof to the intent that they shall be forever appurtenant to the Retained Land and each and every part thereof in whatever state the Retained Land or such part or parts may be or to whatever use and purposes it or any part thereof respectively or any erection or building thereon may be put the following rights easements and privileges:

1. Full right and liberty to the unimpeded use of all the Services which now exist in upon or over the Property or any part or parts thereof;

2. Full right and liberty to enter upon the Property and each and every part thereof with or without vehicles and with such workmen tools appliances and materials as may be necessary at all reasonable times upon prior notice in writing (except in case of emergency when such notice shall not be necessary) to inspect maintain cleanse repair adjust alter and renew the Services making good all damage or disturbance which may be caused to the Property in the exercise of such right; and

3. All other easements quasi-easements liberties privileges rights and advantages now or heretofore occupied or enjoyed by the Retained Land or any part or parts thereof over or in respect of the Property or any part or parts thereof and which would be implied by statute or by reason of severance in favour of a purchaser of the Retained Land if the same had been transferred to such purchaser and the Property had been retained by the Vendor".

NOTE: The Conveyance defines the Retained Land as "the land and property adjoining or neighbouring the land in this title retained by the Vendor"

- 5 (09.03.2009) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of 2 Jubilee Cottage dated 18 December 1996 made between (1) Ashmarden Limited (Vendor) and (2) Patricia Langmead (Purchaser):-

"The Property is transferred subject to and (where appropriate) with the benefit of:

the rights and easements set out in the First Schedule hereto;

the exceptions and reservations contained in the Second Schedule hereto:

THE FIRST SCHEDULE referred to

(Rights Granted to the Purchaser)

1. Full right and liberty (so far as the Vendor can grant the same) to use all the Services which now exist in upon under or over the Retained Land or any part or parts thereof but only so far as the same are now connected to and capable of serving the Property.

2. Full right and liberty (so far as aforesaid) to enter upon the Retained Land with such workmen tools appliances and materials as may be necessary at all reasonable times upon prior notice in writing (except in case of emergency when such notice shall not be necessary) to inspect maintain cleanse repair and renew the Services the person or persons so entering causing as little inconvenience and disturbance as reasonably possible and making good all damage or disturbance which may be caused to the Retained Land in the exercise of such right.

THE SECOND SCHEDULE referred to

(Matters Excepted and Reserved to the Vendor)

EXCEPTING AND RESERVING unto the Vendor the owners and occupiers for the time being of the Retained Land and each and every part thereof and all other persons now or hereafter entitled to an estate or interest therein for all purposes connected with the present and future use of

A: Property Register continued

the Retained Land and each and every part thereof to the intent that they shall be forever appurtenant to the Retained Land and each and every part thereof in whatever state the Retained Land or such part or parts may be or to whatever use and purposes it or any part thereof respectively or any erection or building thereon may be put the following rights easements and privileges:

1. Full right and liberty to the unimpeded use of all the Services which now exist in upon under or over the Property or any part or parts thereof;

2. Full right and liberty to enter upon the Property and each and every part thereof with or without vehicles and with such workmen tools appliances and materials as may be necessary at all reasonable times upon prior notice in writing (except in case of emergency when such notice shall not be necessary) to inspect maintain cleanse repair adjust alter and renew the Services making good all damage or disturbance which may be caused to the Property in the exercise of such right; and

3. All other easements quasi-easements liberties privileges rights and advantages now or heretofore occupied or enjoyed by the Retained Land or any part or parts thereof over or in respect of the Property or any part or parts thereof and which would be implied by statute or by reason of severance in favour of a purchaser of the Retained Land if the same had been transferred to such purchaser and the Property had been retained by the Vendor".

NOTE: The Conveyance defines "the Retained Land" as "the land and property adjoining or neighbouring the land in this title retained by the Vendor"

6 (09.03.2009) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of 1 Jubilee Cottage dated 18 December 1996 made between (1) Ashmarden Limited (Vendor) and (2) Leslie James Langmead (Purchaser):-

"The Property is transferred subject to and (where appropriate) with the benefit of:

the rights and easements set out in the First Schedule hereto;

the exceptions and reservations contained in the Second Schedule hereto;

THE FIRST SCHEDULE referred to

(Rights Granted to the Purchaser)

1. Full right and liberty (so far as the Vendor can grant the same) to use all the Services which now exist in upon under or over the Retained Land or any part or parts thereof but only so far as the same are now connected to and capable of serving the Property.

2. Full right and liberty (so far as aforesaid) to enter upon the Retained Land with such workmen tools appliances and materials as may be necessary at all reasonable times upon prior notice in writing (except in case of emergency when such notice shall not be necessary) to inspect maintain cleanse repair and renew the Services the person or persons so entering causing as little inconvenience and disturbance as reasonably possible and making good all damage or disturbance which may be caused to the Retained Land in the exercise of such right.

THE SECOND SCHEDULE referred to

(Matters Excepted and Reserved to the Vendor)

EXCEPTING AND RESERVING unto the Vendor the owners and occupiers for the time being of the Retained Land and each and every part thereof and all other persons now or hereafter entitled to an estate or interest therein for all purposes connected with the present and future use of the Retained Land and each and every part thereof to the intent that they shall be forever appurtenant to the Retained Land and each and

A: Property Register continued

every part thereof in whatever state the Retained Land or such part or parts may be or to whatever use and purposes it or any part thereof respectively or any erection or building thereon may be put the following rights easements and privileges:

1. Full right and liberty to the unimpeded use of all the Services which now exist in upon under or over the Property or any part or parts thereof;

2. Full right and liberty to enter upon the Property and each and every part thereof with or without vehicles and with such workmen tools appliances and materials as may be necessary at all reasonable times upon prior notice in writing (except in case of emergency when such notice shall not be necessary) to inspect maintain cleanse repair adjust alter and renew the Services making good all damage or disturbance which may be caused to the Property in the exercise of such right; and

3. All other easements quasi-easements liberties privileges rights and advantages now or heretofore occupied or enjoyed by the Retained Land or any part or parts thereof over or in respect of the Property or any part or parts thereof and which would be implied by statute or by reason of severance in favour of a purchaser of the Retained Land if the same had been transferred to such purchaser and the Property had been retained by the Vendor".

NOTE: The Conveyance defines "the Retained Land" as "the land and property adjoining or neighbouring the land in this title retained by the Vendor"

- 7 (09.03.2009) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of 2 Manor Farm Cottages dated 8 September 2000 made between (1) Ashmarden Limited and (2) Melanie Langmead.

¬NOTE: Copy filed under WSX281153.

- 8 (09.03.2009) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer of 1 Manor Farm Cottages dated 9 September 2000 (1) Ashmarden Limited and (2) Claudia Langmead.

¬NOTE: Copy filed under WSX281152.

- 9 (09.03.2009) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of 1 Manor Farm Barn dated 19 March 2004 made between (1) Victoria Langmead and others and (2) Kevin Anthony Steele and Angela Baston.

¬NOTE: Copy filed under WSX280492.

- 10 (09.03.2009) The land has the benefit of the rights granted by a Licence dated 25 June 2004 made between (1) Van Heyningen Brothers Limited and (2) Ashmarden Limited for a term of 15 years from 25 June 2004 determinable as therein mentioned.

¬NOTE:-Copy filed.

- 11 (09.03.2009) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title dated 30 September 2005 made between (1) Ashmarden Limited and (2) Victoria Langmead Farming Limited.

NOTE 1: No further details of the two conveyances dated 3 April 1984 referred to were supplied on first registration.

NOTE 2: The Lease dated 27 May 2003 does not contain any rights or covenants affecting the land in this title.

¬NOTE 3: Copy Transfer filed.

- 12 (09.03.2009) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of Merston House dated 30 September 2005 made between (1) Ashmarden Limited and (2) Victoria Langmead Farming Limited .

A: Property Register continued

¬NOTE: Copy filed WSX305829.

- 13 (09.03.2009) The land in this title has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of Merston Cottage dated 30 September 2005 made between (1) Ashmarden Limited and (2) Claudia Langmead Farming Limited.

¬NOTE: Copy filed under WSX305830.

- 14 (19.05.2009) A Deed dated 15 December 2006 made between (1) Ashmarden Limited (2) Victoria Langmead Farming Limited and (3) Nicholas James Rowse and Joanna Karen Reiss rectified the terms of the Transfer of the land in this title dated 30 September 2005 referred to above. As rectified the land in this title is subject to the rights reserved by the said Deed.

¬NOTE: Copy Deed filed.

- 15 (02.07.2009) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 16 (07.07.2014) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (09.03.2009) PROPRIETOR: VICTORIA LANGMEAD FARMING LIMITED (Co. Regn. No. 5521168) of Basing Park, Privett, Alton GU34 3NS.
- 2 (09.03.2009) The price stated to have been paid on 30 September 2005 was £589,174.50.
- 3 (03.11.2015) RESTRICTION: Until 13 October 2016 no disposition of the registered estate affected by the blue broken line on the title plan 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 Merston Renewable Energy CIC (Co. Regn. No. 09631133) of The Barn, Ford Farm, Aldbourne, Marlborough SN8 2DP, or by its conveyancer, that the provisions of clause 5 of an Agreement dated 13 October 2015 made between (1) Victoria Langmead Farming Limited (2) Merston Solar Limited and (3) Merston Renewable Energy CIC referred to in the Charges Register have been complied with or do not apply to the disposition.
- 4 (26.10.2018) RESTRICTION: No disposition of the registered estate edged and numbered 3 in blue on the title plan (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 10.3 of an Agreement dated 28 September 2018 made between (1) Victoria Langmead Farming Limited and (2) Merston Renewable Energy C.I.C and (3) Triodos Bank N.V have been complied with or that they do not apply to the disposition.

C: Charges Register

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

- 1 (09.03.2009) The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 6 June 1980 made between (1) Leslie Langmead and others (Vendors) and (2) Burtonwood Farms Company Limited (Purchaser):-

"EXCEPTING AND RESERVING unto the Vendors and the successors in title

C: Charges Register continued

out of the said property in so far as they affect the same all rights of way easements quasi-easements and other rights in the nature of the easements as now exist for the benefit of the lands which for the purpose of identification only are shown edged yellow on the plan numbered 1 annexed hereto (and are hereinafter referred to as "the Cottages") and retained by the Vendors (which Cottages are for the purpose of clarity shown delineated on the plans numbered 2 and 3 annexed hereto and thereon edged red) over through and under the property including the rights (if any) as now exist in respect of drainage water and services and other pipes wires cables as now exist and to enter the property at reasonable times of the day having given to the purchaser or its successors in title at least forty-eight hours notice for the purpose of cleansing maintaining repairing and re-laying such drains pipes wires cables or services doing no unnecessary damage thereto and making good any damage occasioned thereby."

By a Deed of Rectification dated 21 November 1980 made between (1) Leslie Langmead and others and (2) Burtonwood Farms Company Limited the plan numbered 1 to the Conveyance dated 6 June 1980 referred to above was rectified.

¬NOTE 1: Copy plans numbered 2 and 3 to the Conveyance dated 6 June 1980 filed.

¬NOTE 2: Copy plan to Deed dated 21 November 1980 filed.

- 2 (09.03.2009) The parts of the land affected thereby is subject to the rights granted by a Deed of Grant dated 23 November 2000 made between (1) Ashmarden Limited (2) Brian Anthony Langmead and Mary Christine Langmead (3) David Winston Langmead and (4) Robert Langmead.

The said Deed also contains restrictive covenants by the grantor.

¬NOTE:-Copy filed.

- 3 (09.03.2009) The land is subject to the following rights granted by a Transfer of Black Field Barn dated 27 November 2002 made between (1) Ashmarden Limited (Transferor) and (2) Melanie Langmead (Transferee):-

The property is transferred:

(1) Together with a right of way at all times and for all purposes in common with the Transferor its tenants and those authorised by the Transferor over and along the tracks or roads shown coloured brown on the attached plan ("the Roads") for the purpose of access to and egress from the Property subject to the Transferee contributing towards their upkeep according to user.

(2) Together with the right within a period of eighty years from the date hereof to lay wires cables and pipes for the transmission of water electricity and other services in under or over the Roads and thereafter the right to use and to the free passage and running of water electricity and other services through the said wires cables and pipes together also with the right from time to time upon giving reasonable previous notice of her intention so to do to enter on to the Roads for the purpose of making connections to or for cleansing maintaining or renewing the said cables wires and pipes the person or persons so exercising such right making good all damage thereby occasioned.

¬NOTE: Copy plan filed under WSX269948.

- 4 (09.03.2009) The parts of the land affected thereby are subject to the following rights granted by a Transfer of Dairy Building, Merston Farm, dated 3 July 2003 made between (1) Ashmarden Limited (Transferor) and (2) Claudia Langmead and others (Transferee):-

"Together with a right of way at all times and for all purposes in common with the Transferor its tenants and those authorised by the Transferor over and along the track or road shown coloured green on the attached plan for the purpose of access to and egress from the property subject to the Transferee contributing towards its upkeep according to user."

C: Charges Register continued

NOTE: The coloured green referred to has been tinted blue on the title plan.

- 5 (02.07.2009) The land is subject to the rights granted by a Transfer of the land edged and numbered WSX328794 in green on the title plan dated 27 March 2009 made between (1) Victoria Langmead Farming Limited and (2) Claudia Langmead.
- ¬NOTE: Copy filed under WSX328794.
- 6 (03.11.2015) UNILATERAL NOTICE in respect of an option agreement for the grant of a deed of easement dated 13 October 2015 made between (1) Victoria Langmead Farming Limited (2) Merston Solar Limited and (3) Merston Renewable Energy CIC.
- ¬NOTE: Copy Agreement filed.
- 7 (03.11.2015) BENEFICIARY: MERSTON RENEWABLE ENERGY C.I.C (Co. Regn. No. 09631133) of The Barn, Ford Farm, Aldbourne, Marlborough, Wiltshire SN8 2DP.
- 8 (05.11.2015) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.
- 9 (10.02.2016) By a Deed dated 15 December 2015 made between (1) Victoria Langmead Farming Limited and (2) Primrose Solar (13) Limited the terms of the lease dated 13 October 2015 of land on the east side of Blackfield Barn Merston referred to in the schedule of leases hereto were varied.
- ¬NOTE: Copy Deed filed under WSX376094.
- 10 (10.02.2016) The parts of the land thereby affected are subject to the rights granted by a Lease of land at Merston Farm dated 13 October 2015 referred to in the schedule of leases hereto.
- The said deed also contains restrictive covenants by the grantor.
- ¬NOTE: Copy lease filed under WSX379516.
- 11 (29.04.2016) The land is subject to any rights that are granted by a Deed dated 31 March 2016 made between (1) Victoria Langmead Farming Limited (2) Primrose Solar (13) Limited and (3) BL Solar 6 Limited and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.
- ¬NOTE: Copy filed.
- 12 (06.05.2016) The land is subject to the rights granted by a Deed dated 24 March 2016 made between (1) Victoria Langmead Farming Limited (2) Primrose Solar (13) Limited and (3) Merston Renewable Energy CIC.
- The said Deed also contains restrictive covenants by the grantor.
- ¬NOTE: Copy filed.
- 13 (12.05.2016) By a Deed dated 24 March 2016 made between (1) Victoria Langmead Farming Limited and (2) Merston Renewable Energy CIC the terms of the lease dated 13 October 2015 of land at Merston Farm referred to in the schedule of leases hereto were varied.
- ¬NOTE: Copy Deed filed under WSX378445.

Schedule of notices of leases

- | | | | | |
|---|---|--------------------------|---------------|-----------|
| 1 | 05.11.2015 | Land on the east side of | 13.10.2015 | WSX376094 |
| | Edged and | Blackfield Barn, Merston | 26 years from | |
| | numbered 1 in | | 13.10.2015 | |
| | blue | | | |
| | NOTE 1: See entry in the Charges Register relating to a Deed of Variation dated 15 December 2015. | | | |

Schedule of notices of leases continued

NOTE 2: The lease dated 13 October 2015 referred to above has been determined as to the land edged and numbered 2 in blue on the title plan.

2	10.02.2016	Land at Merston Farm	13.10.2015	WSX378445
	Edged and		26 years from	
	numbered 3 in		and including	
	blue		10.2.2016	
	NOTE 1: See entry in the Charges Register relating to landlord's restrictive covenants.			

NOTE 2: See entry in the Charges Register relating to a Deed of variation dated 24 March 2016.

3	29.03.2016	Electricity Substation	15.12.2015	WSX379516
	Edged and		999 years from	
	numbered 2 in		15.12.2015	
	blue			
	NOTE: See entry in the Charges Register relating to the rights granted by this lease.			

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

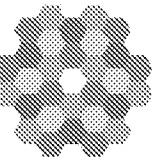
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

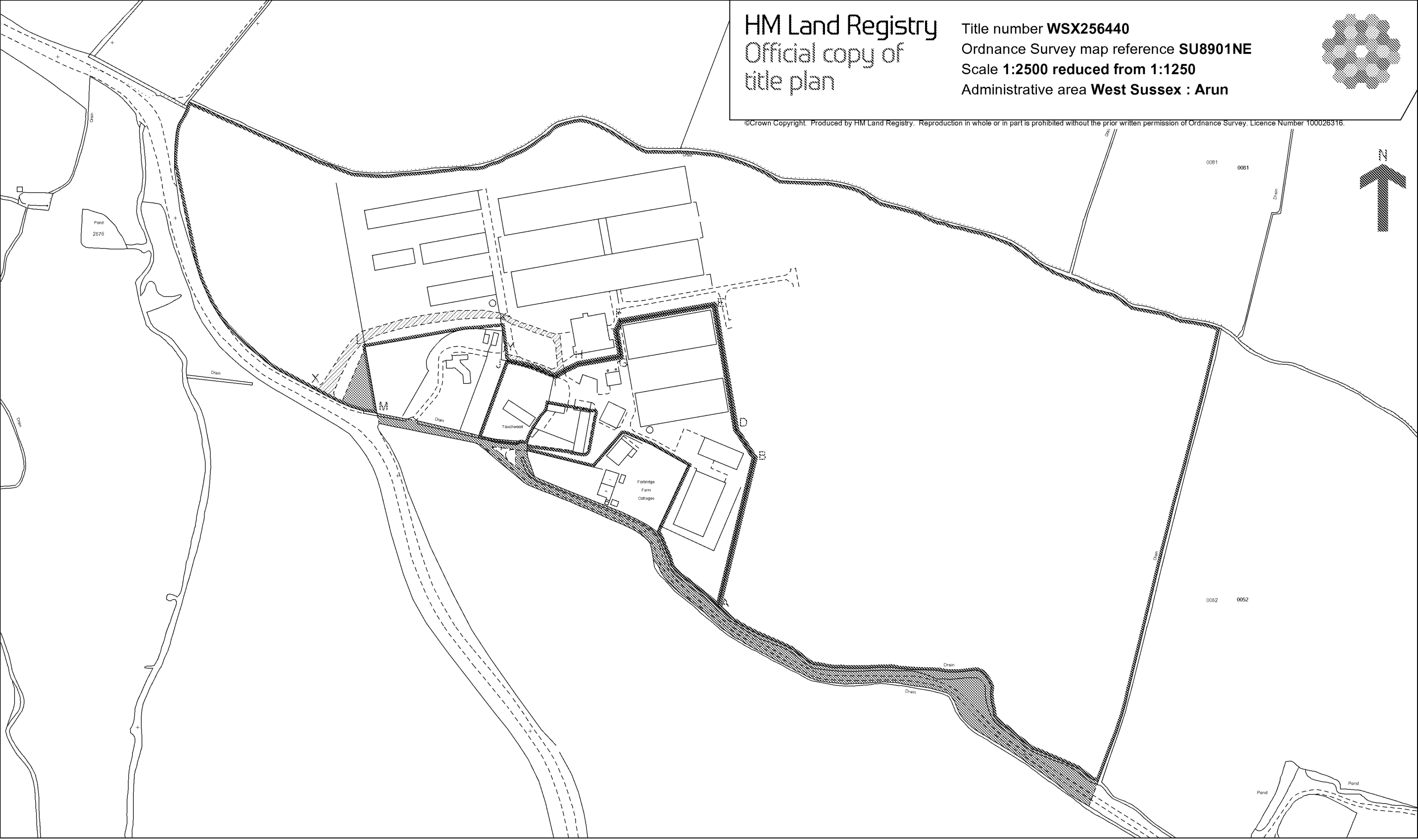
This official copy is issued on 30 May 2019 shows the state of this title plan on 30 May 2019 at 21:05:07. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Durham Office .

HM Land Registry
Official copy of
title plan

Title number **WSX256440**
Ordnance Survey map reference **SU8901NE**
Scale **1:2500 reduced from 1:1250**
Administrative area **West Sussex : Arun**

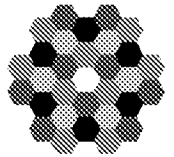


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The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number WSX256440

Edition date 01.10.2018

This official copy shows the entries on the register of title on 30 MAY 2019 at 21:05:07.

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 30 May 2019.

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 (10.12.1997) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land at Newlands Nursery, Pagham Road, Runcton, Chichester (PO20 1LL).
- 2 (10.12.1997) Notice entered in pursuance of rule 254 of the Land Registration Rules 1925 on 10 December 1997 that the registered proprietor claims that the land in this title has the benefit of a right of way over the land tinted brown on the filed plan.
- 3 (03.07.2001) The land has the benefit of the following rights granted by a Transfer which included the land in this title dated 12 June 2001 referred to in the Charges Register:-

"1. RIGHTS GRANTED TO THE TRANSFEREE

The Transferee shall have the right to use existing electricity soil water and drainage Service media now laid under over or upon the retained land and the right to enter upon such part of the retained land as is necessary upon giving prior reasonable notice in writing in order to maintain and repair the same the person exercising such right causing as little damage and inconvenience as possible and making good forthwith any damage caused in the exercise of such rights provided that the Transferee shall be responsible for or contribute to the use and maintenance thereof (as the case may be) in accordance with the covenants hereinafter contained."

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 (06.04.2018) PROPRIETOR: PEBBLE MANAGEMENT SERVICES LIMITED (Co. Regn. No. 09300360) of Whitehill Farm, Alderminster, Stratford-Upon-Avon CV37 8BW.
- 2 (06.04.2018) The price stated to have been paid on 9 February 2018 for

B: Proprietorship Register continued

the land in this title and in title WSX343951 was £4,680,000.

- 3 (06.04.2018) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (06.04.2018) The Transfer to the proprietor contains a covenant to observe and perform the covenants by the landlord contained in the leases referred to in the Schedule of Notice of Leases and of indemnity in respect thereof.
- 5 (06.04.2018) 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 9 February 2018 in favour of Metro Bank Plc referred to in the Charges Register.

C: Charges Register

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

- 1 (10.12.1997) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 14 November 1977 made between (1) Parigo Horticultural Company Limited (2) Barclays Bank Plc (3) Agricultural Mortgage Corporation Limited and (4) Portsmouth Water Company. The said Deed also contains covenants by the Grantor.

NOTE: Original Deed filed under WSX218065.

- 2 (03.07.2001) A Transfer which included the land in this title dated 12 June 2001 made between (1) JoJos Beheer BV (Transferors) and (2) Roundstone Nurseries Limited (Transferees) contains the following covenants:-

"COVENANTS BY THE TRANSFEREE for the benefit of the retained land and each and every part thereof so as to bind the property and each and every part thereof

(a) Not to use the property or any building erected thereon for any illegal or immoral purpose

(b) At all times to comply with the terms of the Permission whilst it remains in force and to indemnify the Transferor against any actions costs claims demands or liabilities rising from any future breach thereof

(c) To pay a fair proportion (according to user) of the costs of the use maintenance upkeep repair and renewal of any services used in common by the Transferor and the Transferee save in respect of the water supply which shall be the sole responsibility of the Transferee

(d) Not to obstruct the access or allow or permit it to be obstructed but the Transferor accepts that the Transferee may construct a gate across the access way close to the point marked "I" on the attached plan which the accessway passes into the retained land

(e) To maintain a good and sufficient post and wire fence between the points marked "A" "B" "D" "E" "F" "G" and "H" on the attached plan."

NOTE 1: "The Access" means the strip of land forming part of the property shown hatched blue on the plan between the points marked "X" and "Y"

"The Permission" means the Planning Permission for a new commercial greenhouse access road and services from Arun District Council dated 8 October 1998 and bearing reference No p/28/98.

NOTE 2: The points A, B, D, E, F, G, H, X and Y referred to above have been reproduced on the filed plan.

- 3 (03.07.2001) The land is subject to the following rights reserved by the Transfer dated 12 June 2001 referred to above:-

C: Charges Register continued

"(a) The right to develop build construct alter and demolish pull down redevelop rebuild and reconstruct the retained land and buildings situate thereon in any manner as the Transferor may deem fit notwithstanding the fact that the access of light and air to or the general amenity of the property or any buildings for the time being thereon may be thereby in any way diminished or prejudicially affected and the Transferee shall not have any claim against the Transferor on any ground whatsoever for compensation in respect of any damage or disturbance caused by due to or suffered through such development alteration demolition rebuilding or redevelopment unless the operation of the Transferee's business carried on from the property shall be materially adversely affected

(b) All rights of light and air now subsisting or which might (but for this exception) be acquired over any neighbouring land or premises

(c) The right to the full free and uninterrupted passage of existing soil and water services through the service media designed and capable of such use now laid under over or upon the property together with the right to enter onto the property upon giving prior reasonable notice in writing (except in the case of an emergency) in order to repair maintain and renew any of the same the person exercising such rights causing as little damage and inconvenience as possible and making good any damage done in the exercise of such rights

(d) The right for the Transferor and its successors in title the owners and occupiers for the time being of the retained land and each and every part thereof (including those so entitled as a result of future non-residential development of the retained land) and persons authorised by him or them at all times by day and night to pass and repass with or without vehicles of any description to or from the retained land from or to the public highway known as Pagham Road over and along the access for all purposes connected with the present or future use and enjoyment of the retained land provided that the right of way contained in this clause shall be restricted if the Transferor shall use the whole or any part of the retained land for residential development so that the right of way shall thereafter only be used in connection with any commercial business then carried on by the Transferor or its successors in title and shall not be used by and shall no longer benefit the residential development or any part thereof

(e) The right for the Transferor (if required) to install and thereafter use a gas supply under the land coloured brown on the attached plan within the perpetuity period together with the right to enter upon the land coloured brown as is necessary upon giving prior reasonable notice in writing in order to maintain repair and renew the same the person exercising such rights causing as little damage and inconvenience as possible and making good any damage done in the exercise of such right provided that the Transferee shall have the right to decide upon the exact route of such connection to minimise inconvenience and disturbance to the Transferee."

Definitions:-

The Retained Land - means the remainder of the Transferor's land registered under Title WSX218065

The Service Media - means and includes all sewers drains pipes gulleys gutters ducts balancing tanks mains channels wires cables conduits flues and other conducting media of whatsoever nature.

The Perpetuity Period - means Eighty years from the date hereof.

NOTE: The land coloured brown referred to above is tinted mauve on the filed plan.

4 (03.03.2015) The land is subject to the lease set out in the schedule of leases hereto.

5 (06.04.2018) REGISTERED CHARGE contained in a Debenture dated 9 February 2018 affecting also title WSX343951.

C: Charges Register continued

- 6 (06.04.2018) Proprietor: METRO BANK PLC (Co. Regn. No. 6419578) of 1 Southampton Row, London WC1B 5HA.
- 7 (06.04.2018) The proprietor of the Charge dated 9 February 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.
- 8 (01.10.2018) The land is subject to any rights that are granted by a Deed of Grant dated 28 September 2018 made between (1) Pebble Management Services Limited (2) Roundstone Nurseries Limited and (3) E S Pipelines Limited and affect the registered land. The said Deed also contains restrictive covenants by the grantor.

¬NOTE: Copy filed.

Schedule of notices of leases

- | | | | | |
|---|------------|--------------------------|---------------|-----------|
| 1 | 03.03.2015 | Land at Newlands Nursery | 23.02.2015 | WSX370344 |
| | | | 10 years from | |
| | | | 23.2.2015 | |

NOTE: The lease comprises also other land

End of register







