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ADUR & WORTHING
18 SEP 2019
PLANNING SERVICES

Our Ref: **PMC/RV/Sharpe SHA90/11**

Your Ref: **AWDM/0636/19**

16 September 2019

Dear Sirs

Property: The Old Town Hall 142 Albion Street Southwick West Sussex BN42 4AX
Reference: AWDM/0636/19
Alternative Reference: PP-07788737

We would confirm that we act on behalf of Christopher James Alexander Sharpe & Michelle Jane Sharpe being the owners of Malthouse Cottage, Riverside, Southwick, BN42 4AW which abuts the above property.

We note from the Location Plan lodged with the above planning application that the applicant inter alia proposes to build balconies over Riverside and the triangular section of land adjoining both The Old Town Hall and our clients' property. The proposed position of the balconies are causing our clients considerable concern as one of the balconies will effectively be a mezzanine above said section of land which will have the effect of significantly reducing the light that our clients benefit from to the property.

Moreover we would advise that the said section of land is unregistered land and that the ownership thereof is disputed. We are attaching Land Registry Office Copies relating to the Old Town Hall from which you will note excludes the disputed triangular area of land and for completeness are also enclosing Official Copy Entries relating to our clients' property which is registered against two separate title numbers.

In view of the above, please confirm that the Council will refrain from approving any planning application relating to said land until sufficient evidence of ownership is produced.

We look forward to hearing from you.

[redacted]

Barwells

Directors (may also be described as Partners): Tim Morgan / Bill Elliott / Andrew Woods (non lawyer) / Stephen Ash / Nicola Jones / Paul Chaloner / Lauren Chambers.
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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.

HM Land Registry

Official copy of register of title

Title number WSX146302 | **Edition date 05.12.2018**

This official copy shows the entries on the register of title on 28 MAY 2019 at 14:40:16.

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 28 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 : ADUR

1 (08.08.1983) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Old Town Hall, Albion Street, Southwick, Brighton (BN42 4AX).

2 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.

3 The land has the benefit of the following provision and reservations contained in a Deed of Exchange affecting the land edged and numbered WSX84379 in green on the filed plan dated 2 April 1990 made between (1) Paul Graville and Cimonne Christine Graville (2) Sussex County Building Society and (3) Portfolio Sussex Properties Limited (the Company):-

PROVIDED nevertheless and it is hereby agreed and declared as follows:

.....
..

The Transfer hereinbefore made to Mr and Mrs Graville shall be subject to the reservation of the full right and and liberty for the Company and its successors in title the owners and occupiers for the time being of the said land and buildings comprised in Title No. WSX146302 or any part thereof and their respective servants and licensees (in common with Mr and Mrs Graville and all others having the like right) at all times hereafter on giving seven days notice (except in case of emergency) to enter on the red and blue land with or without workmen materials and specialist services for the purposes of repairing maintaining and renewing the wall between the points marked A and B on the said plan the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the red and blue land

.....
..

The Conveyance hereinbefore made to Mr and Mrs Graville shall be subject also to the reservation unto the Company and its successors in title of the full right to the uninterrupted access and enjoyment of light and air at all times hereafter over and across the red land to

A: Property Register continued

the buildings of whatever height and in whatever position they may be placed which now stand or shall hereafter (but not later that the expiration of the period of eighty years from the date hereof which shall be the perpetuity period applicable hereto) be erected or stand on the land of the Company comprised in Title No. WSX146302 or any part thereof and to all windows or apertures now existing or which may from time to time (but not later than the expiration of the said period) be made in any such buildings notwithstanding that the said buildings and windows and apertures may from time to time (but not later than the expiration of the said period) be altered in position height or otherwise.

NOTE: The land edged red is the land edged and numbered WSX84379 in green on the filed plan and the blue land adjoins the northern boundary of the land edged green. The points A and B are reproduced on the filed plan.

4 The Deed of Exchange dated 2 April 1990 referred to above contains the following provision:-

AND it is hereby further agreed and declared that the boundary line between the respective properties Mr and Mrs Graville and the Company shall henceforth run between the points marked A B and C on the said plan annexed hereto and that the wall between the points marked B and C on the said plan shall belong to Mr and Mrs Graville and be used and repaired accordingly.

5 (15.01.2001) 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 (06.01.2016) PROPRIETOR: LEE HALL and TANIA HALL of 1 Rooks Acre Cottages, West Street, Sompting, Lancing BN15 0AX.

2 (06.01.2016) The price stated to have been paid on 21 December 2015 was £650,000.

3 (06.01.2016) A Transfer of the land in this title dated 21 December 2015 made between (1) Lalcrown Limited and (2) Lee Hall and Tania Hall contains purchaser's personal covenants.

¬NOTE: Copy filed.

4 (21.07.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 18 July 2016 in favour of Handelsbanken PLC referred to in the Charges Register.

5 (21.07.2016) The proprietor's address for service has been changed.

C: Charges Register

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

1 A Conveyance of the land tinted pink on the filed plan and other land dated 26 March 1906 made between (1) John Hall (Vendor) and (2) Southwick Urban District Council (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

2 A Conveyance of the land tinted blue and tinted yellow on the filed plan and other land dated 22 July 1910 made between (1) John Hall (Vendor) and (2) The Southwick Urban District Council (Purchasers)

C: Charges Register continued

contains covenants details of which are set out in the schedule of restrictive covenants hereto.

3 (15.01.2001) 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.

4 (21.07.2016) REGISTERED CHARGE dated 18 July 2016.

5 (05.12.2018) Proprietor: HANDELSBANKEN PLC (Co. Regn. No. 11305395) of 3 Thomas More Square, London E1W 1WY and of 101 Barbirolli Square, Manchester M2 3BG.

6 (21.07.2016) The proprietor of the Charge dated 18 July 2016 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.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 26 March 1906 referred to in the Charges Register:-

The Purchasers do hereby for themselves their successors and assigns and to the intent and so that the covenant hereinafter contained shall be binding on the hereditaments hereinbefore described and hereby conveyed into whosesoever hands the same may come and the tenants and occupiers thereof covenant with the Vendor his heirs and assigns the owner or owners lessee and tenants for the time being of all or any part of the land or now belonging to the Vendor adjoining the land hereby conveyed and in the neighbourhood thereof That the Purchasers their successors and assigns will at all times hereafter observe and perform the stipulations restrictions and conditions which are set forth in the first part of the Schedule hereto.

THE SCHEDULE above referred to

First Part

A. No building shall be erected on any part of the land hereby conveyed unless the plans and elevations hereof shall have been previously submitted to and approved of in writing by the Vendor but such approval and consent shall not be arbitrarily or unreasonably withheld No building to be erected on the said land shall exceed in height thirty seven feet from the present ground level of the land without the previous consent in writing of the Vendor except a small ornamental Louvre Ventilator in the centre of the roof which may be raised three feet more.

B. No part of the land sold or the buildings to be erected thereon shall be used as a Coach house or stable or otherwise than as offices houses or shops and no part of such land or buildings shall be used to the nuisance annoyance or injury of the adjoining or neighbouring property or the owners or occupiers thereof.

C. There shall be no window or other opening towards the east in any building to be erected on the said land but the Eastern side of all buildings erected on the said land shall be a solid wall.

2 The following are details of the covenants contained in the Conveyance dated 22 July 1910 referred to in the Charges Register:-

The Purchasers do hereby for themselves their successors and assigns and to the intent and so that the covenant hereinafter contained shall be binding on the hereditaments hereinbefore described and hereby conveyed into whosesoever hands the same may come and the tenants and occupiers thereof covenant with the Vendor his heirs and assigns the owner or owners lessees and tenants for the time being of all or any part of the land now belonging to the Vendor in the neighbourhood of the land hereby conveyed that no part of the land and hereditaments hereby conveyed or any buildings now or hereafter to be erected thereon shall be used to the nuisance annoyance or injury of the neighbourhood property or the owners or occupiers thereof.

Schedule of notices of leases

1	15.01.2001 1 (part of)	The Marine Suite (Lower Ground Floor Office)	17.11.2000 99 years from 24.6.2000	WSX252836

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.

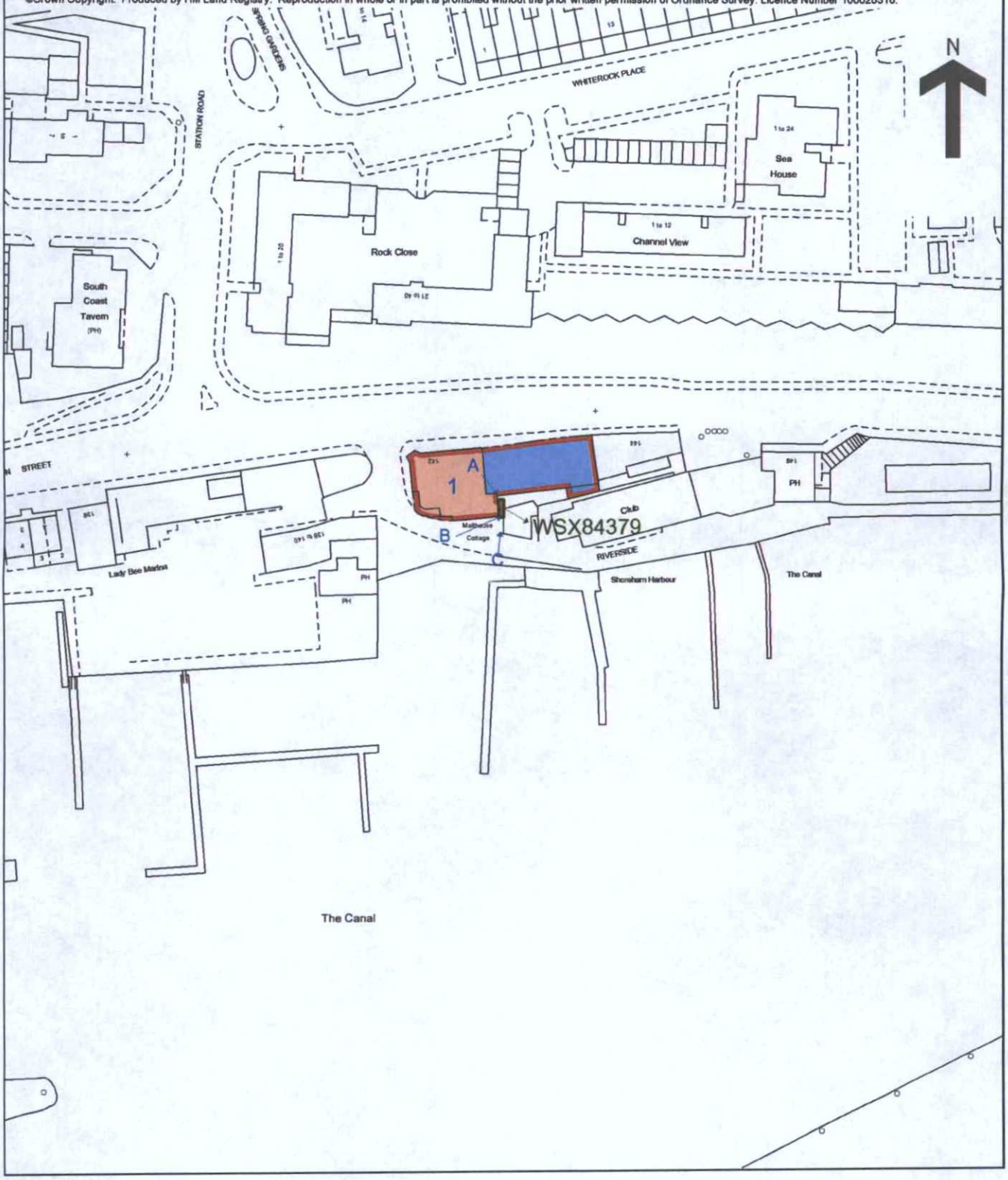
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 28 May 2019 shows the state of this title plan on 28 May 2019 at 14:40:16. 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 **WSX146302**
Ordnance Survey map reference **TQ2405SW**
Scale **1:1250**
Administrative area **West Sussex : Adur**

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This official copy is incomplete without the preceding notes page.

HM Land Registry

Official copy of register of title

Title number WSX89442 | Edition date 21.05.2019

This official copy shows the entries on the register of title on 22 May 2019 at 14:35:11.

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 22 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 : ADUR

1 (03.09.1984) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land adjoining Malthouse Cottage, Riverside Wharf, Southwick.

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 (21.05.2019) PROPRIETOR: CHRISTOPHER JAMES ALEXANDER SHARPE and MICHELLE JANE SHARPE of Malt House Cottage, Riverside, Southwick, Brighton BN42 4AW.

2 (21.05.2019) The value stated as at 21 May 2019 was £5,000.

3 (21.05.2019) 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.

C: Charges Register

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

1 The land is subject to such restrictive covenants as may have been imposed thereon before 3 September 1984 and are still subsisting and capable of being enforced.

End of register

HM Land Registry

Official copy of register of title

Title number WSX84379 | Edition date 20.02.2019

This official copy shows the entries on the register of title on 08 Mar 2019 at 13:35:06.

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 08 Mar 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 : ADUR

1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Malt House Cottage, Riverside, Southwick, Brighton (BN42 4AW).

2 The Conveyance dated 13 December 1926 referred to in the Charges Register contains the following provision:-

"Provided always that the Purchaser and his successors in title shall not be entitled to any easement or right of access of light or air to any buildings erected or to be erected on the land thereby conveyed or otherwise which will restrict or interfere with the free user of any adjoining land of the Vendor for building or any other purpose."

3 An Agreement dated 20 June 1962 made between (1) Sussex Yacht Club Limited and (2) Jancis Page relates to the supply of water.

¬NOTE: Original filed.

4 A Licence dated 27 January 1976 made between (1) Adur District Council by Frederick Malcolm Garth Staden and (2) Jancis Page relates to the laying of a gas pipe.

¬NOTE: Original filed.

5 The land tinted pink on the filed plan has the benefit of the following rights granted by a Conveyance of the land in this title and other land dated 3 August 1984 made between (1) Jancis Page (Vendor) (2) Sussex Yacht Club Limted (Company) and (3) Paul Graville and Cimonne Christine Stanley (Purchaser):-:-

"TOGETHER WITH full right and liberty for the Purchasers and their successors in title the owners and occupiers of the said piece of land and their tenants servants and all persons authorised by them in common with all other persons who have or may have the like right at all times hereafter with and without horses carts carriages and wagons to go pass and repass along and over the road coloured orange on the said plan the Purchasers and their successors in title from time to time paying their proportion with such other owners or occupiers as aforesaid of the expense of maintaining the said road and the fence on the south side thereof in proper repair."

A: Property Register continued

¬NOTE: Copy plan filed.

6 The land tinted blue on the filed plan has the benefit of the following rights granted by the Conveyance dated 3 August 1984 referred to above.

"TOGETHER WITH

(a) a right of way in common with the Company and those deriving title under it on foot only over the footpath and steps which are for the purpose of identification only shown coloured brown on the plan annexed hereto the Purchasers and their successors in title contributing a fair proportion of the cost of maintenance thereof and

(b) the right of passage and running of water soil gas and electricity from the property hereby agreed to be conveyed through the existing pipes drains and wires upon the land of the Company and TOGETHER ALSO with the right to enter upon the adjoining land of the Company with or without workmen for the purpose of cleaning maintaining and renewing the said pipes drains and wires the Purchasers and their successors in title making good all damage caused by the exercise of such rights as aforesaid and paying a fair proportion with all other persons having the right to use the said pipes drains and wires of the expense of cleaning maintaining and renewing the same."

7 The land edged and lettered A in red on the filed plan added to the title on 11 April 1990.

8 The Deed of Exchange dated 2 April 1990 referred to in the Charges Register contains the following provision and reservation expressed to be for the benefit of the land in this title:-

"PROVIDED nevertheless and it is hereby agreed and declared as follows:-

(1) The conveyance hereinbefore made to the Company shall be subject to the reservation of the full right and liberty for Mr and Mrs Graville and their successors in title the owners and occupiers for the time being of the land and buildings edged blue on the said plan annexed hereto or any part thereof and their respective servants and licensees (in common with the Company and all others having the like right) at all times hereafter on giving seven days notice (except in case of emergency) to enter on the yellow land with or without workmen materials and specialist services for the purposes of repairing maintaining and renewing the wall between the points marked B and C on the plan annexed hereto and the building on the land edged blue as may be necessary the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making immediately any damage caused to the yellow land."

NOTE: The land in this title forms part of the land edged blue referred to and the yellow land referred to adjoins the western boundary of the land in this title.

9 The Deed of Exchange dated 2 April 1990 referred to in the Charges Register contains the following provision:-

"AND it is hereby further agreed and declared that the boundary line between the respective properties of Mr and Mrs Graville and the Company shall henceforth run between the points marked A B and C on the said plan annexed hereto and that the wall between the points marked B and C on the said plan shall belong to Mr and Mrs Graville and be used and repaired accordingly."

NOTE: The point A does not affect the land in this title. Points B and C form the whole of the Western boundary of the land tinted pink on the filed plan.

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 (20.02.2019) PROPRIETOR: CHRISTOPHER JAMES ALEXANDER SHARPE and MICHELLE JANE SHARPE of Malt House Cottage, Riverside, Southwick, Brighton BN42 4AW and of Seadown, 3 Cowden Road, Saltdean, Brighton BN2 8DD.

2 (20.02.2019) The price stated to have been paid on 15 February 2019 was £475,000.

3 (20.02.2019) 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.

C: Charges Register

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

1 A Conveyance of the land tinted pink and tinted blue on the filed plan and other land dated 15 December 1920 made between (1) The West Street Brewery Brighton Limited (Company) (2) Percy Arnold Willett (3) Edgar William Willett and others and (4) Francis John Shirley (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

2 A Conveyance of the land tinted pink and tinted blue on the filed plan dated 13 December 1926 made between (1) Ernest Edward Booth Eldridge and others (2) Sussex Yacht Club Limited (Vendor) and (3) Frederick William Gratwicke Boxall (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

3 The land tinted pink and tinted blue on the filed plan is subject to the following rights reserved by the Conveyance dated 13 December 1926 referred to above:-

"Except and reserving to the Vendor and its successors in title or other the owners or occupiers of any of the adjoining premises the free running of water and soil coming from such premises or any buildings erected or to be erected thereon and through the sewers drains and watercourses in or under the land hereby conveyed or any road adjoining thereto such owners or occupiers paying a fair proportionate part of the expense of keeping the same in repair."

4 A Conveyance of the land edged and lettered A in red on the filed plan and other land dated 27 July 1910 made between (1) John Hall (Vendor) and (2) The Southwick Urban District Council (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

5 The land edged and lettered A in red on the filed plan is subject to the following provision and reservations contained in a Deed of Exchange dated 2 April 1990 made between (1) Paul Graville and Cimonne Christine Graville (2) Sussex County Building Society and (3) Portfolio Sussex Properties Limited (the Company):-

"PROVIDED nevertheless and it is hereby agreed and declared as follows:-

.....
..

The Transfer hereinbefore made to Mr and Mrs Graville shall be subject to the reservation of the full right and liberty for the Company and its successors in title the owners and occupiers for the time being of the said land and buildings comprised in Title No. WSX146302 or any part thereof and their respective servants and licensees (in common with Mr and Mrs Graville and all others having the like right) at all times hereafter on giving seven days notice (except in case of emergency) to enter on the red and blue land with or without workmen materials and specialist services for the purposes of repairing maintaining and renewing the wall between the points marked A and B on the said plan the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the red and blue land

C: Charges Register continued

.....
..

The Conveyance hereinbefore made to Mr and Mrs Graville shall be subject also to the reservation unto the Company and its successors in title of the full right to the uninterrupted access and enjoyment of light and air at all times hereafter over and across the red land to the buildings of whatever height and in whatever position they may be placed which now stand or shall hereafter (but not later that the expiration of the period of eighty years from the date hereof which shall be the perpetuity period applicable hereto) be erected or stand on the land of the Company comprised in Title No. WSX146302 or any part thereof and to all windows or apertures now existing or which may from time to time (but not later than the expiration of the said period) be made in any such buildings notwithstanding that the said buildings and windows and apertures may from time to time (but not later than the expiration of the said period) be altered in position height or otherwise."

NOTE: The red land is the land edged and lettered A in red and the blue land does not form part of the land in this title. The whole of the western boundary of the land edged and lettered A in red on the filed plan forms part of the boundary A-B referred to.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 15 December 1920 referred to in the Charges Register:-

COVENANT by the Purchaser with the Company its successors and assigns (and so that that covenant should run with the land and bind the same into whosesoever hands the same might come but not so as to render the Purchaser personally liable for any breach thereof after he should have parted with his interest in the property) the Purchaser and the persons deriving title under him will not at any time thereafter use the hereditaments first described or suffer the same or any part thereof to be used for any profession trade business or calling whatsoever which might be or become a nuisance or a source of annoyance injury or damage to the houses or land adjoining or near thereto or the owners or occupiers thereof nor sell or suffer to be sold upon the said hereditaments or any part thereof any intoxicating liquors of any description whatever.

2 The following are details of the covenants contained in the Conveyance dated 13 December 1926 referred to in the Charges Register:-

The Purchaser with intent to bind all persons in whom the property hereby conveyed shall for the time being be vested (but not so as to be personally liable under this covenant after he has parted with the property) hereby covenants with the Vendor that he the Purchaser and the persons deriving title under him will at all times hereafter observe and perform the restrictions and stipulations set out in the Second Schedule hereto

THE SECOND SCHEDULE above referred to

1. The Purchaser shall forthwith erect and for ever after maintain a fence five feet in height of close boarded weather paling along and within the Eastern boundary of the land and such fence to be completed within three calendar months from the date hereof.

2. The Purchaser shall within the same period erect a Water Closet on the North side of the dwellinghouse erected on the said land and shall connect the drains from such Water Closet with the drain already laid under the land hereby conveyed. The Purchaser shall not construct any Window in the said Water Closet overlooking the adjoining land belonging to the Vendor.

3. The Purchaser shall not use the existing dwellinghouse or any building which may hereafter be erected on the land hereby conveyed for any purpose other than a private dwellinghouse or as a Lodging House.

Schedule of restrictive covenants continued

4. The Purchaser shall not use the property hereby conveyed or any part thereof so as to become a nuisance or source of annoyance or damage to the houses or land adjoining or near thereto or the owners or occupiers thereof nor sell or suffer to be sold upon the said property or any part thereof any intoxicating liquor of any description whatever.

3 The following are details of the covenants contained in the Conveyance dated 27 July 1910 referred to in the Charges Register:-

The Purchasers do hereby for themselves their successors and assigns and to the intent and so that the covenant hereinafter contained shall be binding on the hereditaments hereinbefore described and hereby conveyed into whosesoever hands the same may come and the tenants and occupiers thereof covenant with the Vendor his heirs and assigns the owner or owners lessees and tenants for the time being of all or any part of the land now belonging to the Vendor in the neighbourhood of the land hereby conveyed that no part of the land and hereditaments hereby conveyed or any buildings now or hereafter to be erected thereon shall be used to the nuisance annoyance or injury of the neighbourhood property or the owners or occupiers thereof.

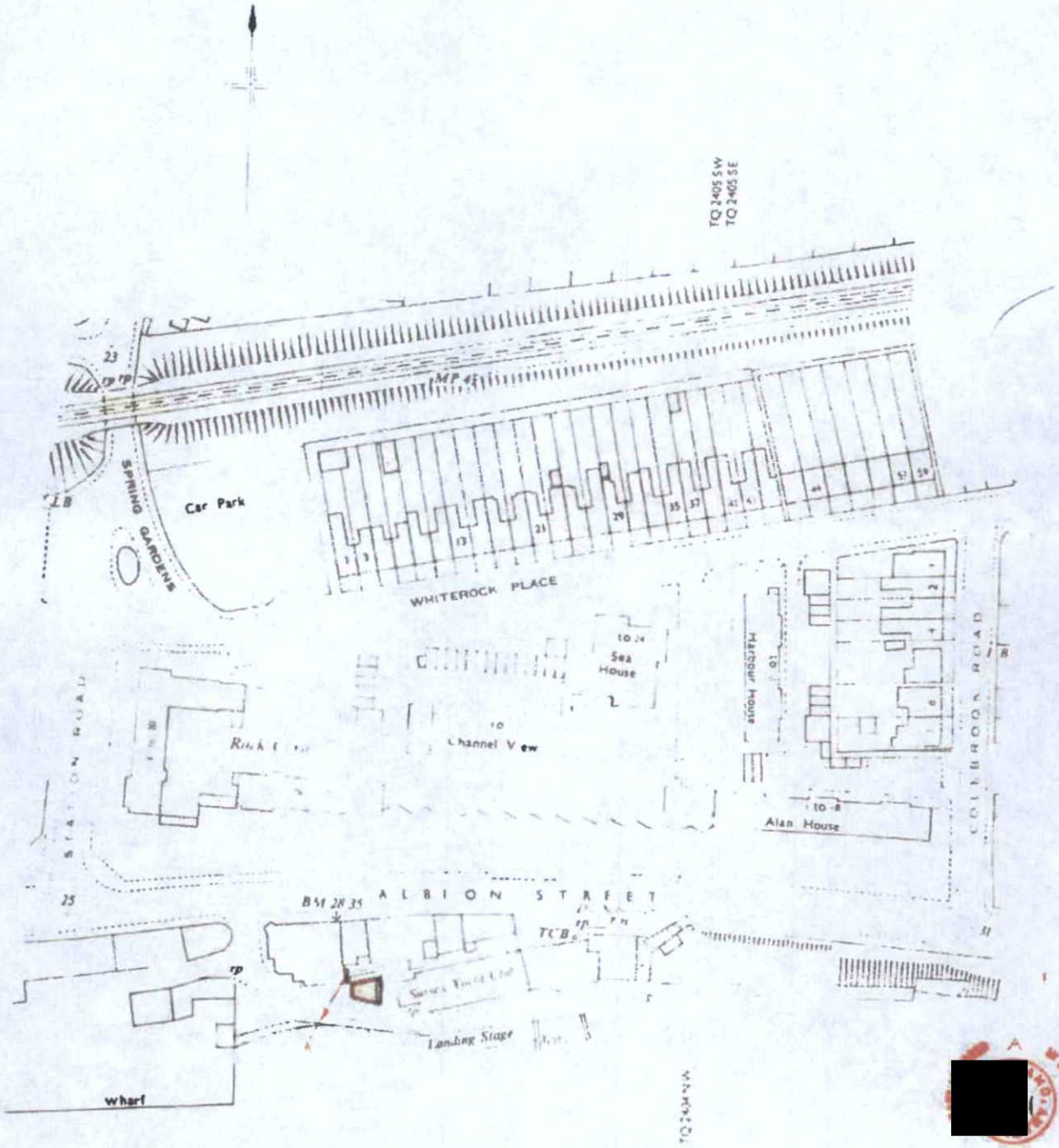
End of register

H.M. LAND REGISTRY

TITLE NUMBER

WSX84379

ORDNANCE SURVEY PLAN REFERENCE	TQ 2405	SECTION X	Scale 1:1250
COUNTY WEST SUSSEX	DISTRICT ADUR		© Crown copyright 1982



FILED PLAN

[redacted]

This official copy is incomplete without the preceding notes page.