RS

Mr Paul Cooper
23 Halifax Drive
Worthing
West Sussex
BN13 2TL

14th November 2010

WORTHING BOROUGH COUNCIL
PLANNING SECTION
RECEIVED 16 NOV 2010
On Comp ✓ In Report (D/C)
Addm. Post Addm.

Mr Paul Pennicott
Development Control Manager
Worthing Borough Council
Portland House
Richmond Road
Worthing
West Sussex
BN11 1LF

**Objection to planning application ref WB/10/0779/FULL**

Dear Mr Pennicott,

I wish to object to the above planning application, for erection of a new garage between 23 and 25 Halifax Drive, because the application is to build the garage on an area I believe other properties, including myself, have a right of access over and not on the applicants designated garage plot.

Appendix 1 is a copy of the plans for the Durrington Fields Estate that I received from my solicitor when purchasing my home (unfortunately it a black and white copy that the solicitor added colour to later). It shows that each of the properties (no.'s 20-26 Halifax Drive) has a garage space that they own and an allocated area of common ground within the compound.

It also shows that, in addition to my house, there is a garage space No.230 (coloured red) and a strip of blue land. The rest of the compound, including the area where the applicant wants to build the garage, I believe is classed as brown land (although yellow has been used on my copy).

Appendices 2 and 3 are copies of my deeds. The highlighted areas, I believe, state that the brown land is an area, although I do not own, that I have a right of access over and the blue land is an area which I do own but I must allow the other properties a right of access to.

The applicant has an unused garage space within the compound (No.233) and I believe the area where she wishes to build the garage would be classed as blue land on her copy of the plans.

Unfortunately I have been unable to obtain original plans for my home and the applicants. I therefore hope the information I have given is correct and that you can obtain this information if required.

In addition to the above, I also consider available parking space within the compound is already limited as it is shared by seven properties and I have on occasions found it impossible to use my garage because of where other residents have parked. I believe building a garage on this location and not on the applicants designated space will make the situation worse. I also fear if one property is allowed to build on their blue land it would set a precedent that could allow other garages to be built anywhere within the compound which could make accessing my garage impossible in the future.

Thank you for considering my objections and I will be keen to see the result of the application.

Yours Sincerely,

[redacted]

Mr Paul Cooper

APPENDIX 1

# Durrington Fields Estate, Durrington.

Schedule of Drains in Combination.

Foul Drains.

Plots 213-230; 231-237A; 238-251; 252-264:

Storm Drains.

Plots 221-230; 231-237A; 238-245; 246-247; 248-257:

WSX 24654



Scale 1/1000.

OFFICE COPY

H.M. LAND REGISTRY PLANS BRANCH

Transferee: R. Huson

Authorised Signatory: P. Callcutt

APPENDIX 2

# H.M. LAND REGISTRY

## LAND REGISTRATION ACTS, 1925 TO 1971

pursuant to Section 28 of the Act, 1931 to be impressed here

OFFICE COPY

When the Transfer attracts Inland Revenue duty, the stamps should be impressed here before lodging the Transfer for registration

THE TUNBRIDGE WELLS DISTRICT LAND REGISTRY

### TRANSFER OF FREEHOLD LAND
(PART)

County and District (or London Borough) : WEST SUSSEX - WORTHING DISTRICT

Title Number : SX 160305 WSX 24654

Property (short description) : Plot and garage plot number 230 Durrington Fields Estate, Worthing, West Sussex

Dated the 19th day of June 1978

1. In consideration of Fourteen thousand three hundred and seventy-five pounds (£ 14,375 ) the receipt whereof is hereby acknowledged GEORGE WIMPEY & CO., LIMITED whose registered office is at 27 Hammersmith Grove London W6 7EN (hereinafter called "the Company") as Beneficial Owner hereby transfers to RUTH HUGH of Flat 11 16 Kent Lodge Littlehampton West Sussex aforesaid

(hereinafter called "the Transferee") the land (hereinafter called "the Property") shown coloured red and blue and numbered Plot and garage plot 230 on the accompanying plan being part of the land comprised in the Title above referred to Together with the dwelling-house (and garage ~~if any~~) thereon known as Plot and garage plot number 230 Durrington Fields Estate Worthing West Sussex

Jackson Kent & Hodges

TOGETHER with full right and liberty for the Transferee his tenants servants and licensees (in common with all other persons having the like right) at all times hereafter:–

(a) for the purpose of access to or egress from the Property to pass and repass with or without vehicles along the roads and on foot only along the footpaths which are now or may within twenty one years from the date hereof be constructed on the Company's Estate (hereinafter called "the Estate" which expression shall in this Transfer mean all the land in respect of which the Company is or was the registered proprietor under the Title Number above referred to) PROVIDED ALWAYS that this sub-clause shall not apply to the land shown coloured brown on the said plan (hereinafter called "the Brown Land");

(b) for the purpose of access to or egress from the Property to pass and repass with or without vehicles over any part of the Brown Land which forms part of a forecourt and on foot only over any other parts of the Brown Land subject to the payment of a fair and proper proportion of the expense from time to time of maintaining repairing and renewing the surface of the Brown Land;

by H.M. Land Registry for the purpose of Form C.168
ired access – 7/74

APPENDIX 3.

(c) to the free passage and running of water soil gas electricity and other services through all drains channels sewers pipes wires cables watercourses gutters and other conducting media (hereinafter called "the Service Installations") in on or under or belonging to any land comprised in the Estate and now used by the Property subject to the payment of a fair and proper proportion of the expense from time to time of cleaning maintaining repairing and renewing the same;

(d) to keep the eaves gutters spouts downpipes chimney cappings foundations and any similar structures (hereinafter together referred to as "the Projections") incidental to the user of the buildings on the Property which overhang or protrude beneath the adjoining land comprised in the Estate;

(e) to enter after the giving of reasonable notice at all reasonable times (except in the case of emergency) upon the adjoining land comprised in the Estate so far as may be necessary for the purposes of inspecting cleaning maintaining repairing and renewing the buildings walls fences and other boundary structures on the Property the Service Installations and the Projections causing as little damage as possible and making good to the reasonable satisfaction of the registered proprietors from time to time of the said adjoining land any damage caused.

TOGETHER ALSO with the benefit of all covenants made with the Company by any other person who is the registered proprietor of any land comprised in the Estate.

2. The Property is transferred subject to the rights (which so far as not already created are hereby reserved) of the registered proprietors from time to time of:—

(a) any land comprised in the Estate to the free passage and running of water soil gas electricity and other services from and to such land through all of the Service Installations in on under or belonging to the Property subject to the payment of a fair and proper proportion of the expense from time to time of cleaning maintaining repairing and renewing the same;

(b) the adjoining land comprised in the Estate to keep the Projections incidental to the user of the buildings on the said adjoining land which overhang or protrude beneath the Property;

(c) the adjoining land comprised in the Estate to enter after the giving of reasonable notice and at all reasonable times (except in the case of emergency) upon the Property so far as may be necessary for the purposes of inspecting cleaning maintaining repairing and renewing the buildings walls fences and other boundary structures on the said adjoining land and the Service Installations and the Projections referred to in this Clause causing as little damage as possible and making good to the reasonable satisfaction of the Transferee any damage caused.

3. The part of the Property shown coloured blue on the said plan (hereinafter called "the Blue Land") is also transferred subject to the rights (which so far as not already created are hereby reserved) of the registered proprietors from time to time of any land comprised in the Estate to which access is to be gained over the Blue Land to pass and repass with or without vehicles over any part of the Blue Land which forms part of a forecourt and on foot only over any other parts of the Blue Land subject to the payment of a fair and proper proportion of the expense from time to time of maintaining repairing and renewing the surface of the Blue Land.

4. There is hereby also reserved to the registered proprietors from time to time of any land comprised in the Estate the right to grant for the benefit of the Estate all easements wayleaves licences rights and privileges needed by County and District Councils Electricity Boards other Statutory Authorities Oil Supply Companies and Television and Radio Service Companies in connection with the services usually provided or maintained by them.

5. The Transferee to the intent and so as to bind the Property into whosesoever hands the same may come hereby covenants with the Company and also (subject to the right of waiver and modification hereinafter reserved to the Company) as a separate covenant with every other person who is now the registered proprietor of any land comprised in the Estate for the benefit of the Estate and each and every part thereof that:

(a) no building on the Property shall be used for any purpose other than as or incidental to a private dwellinghouse;

(b) nothing shall be done which may lessen the support or protection given by any party walls referred to in Clause 6 hereof;

(c) if any garage on the Property is joined to the dwellinghouse thereon and also to any building on the adjoining land comprised in the Estate then no building or other structure shall be erected over or upon such garage.