From: James Newton DFC
Sent: Wednesday, January 10, 2024 3:15 PM
To: Developmentmanagement <Developmentmanagement@wiltshire.gov.uk>
Subject: Walnut Cottage - Planning application PL/2023/10503 - Notice of Objection

Dear Sir

The owners of Walnut Cottage, Lambert Marsh, SOUTHWICK, Wiltshire have submitted a single story planning application under application PL / 2023 / 10503.

The property was sold to the owners of Walnut Cottage in July 2021 and is subject to conditions outlined clearly in the attached TP1 - in particular para 12.5 paragraph G applies in this case, namely;

'… not to erect any additional structures at the property or carry out alterations affecting the external appearance of the property (for the avoidance of doubt this prohibits the erection of outbids, extensions, garages and any such similar structures or additional dwellings) without the prior consent of the transferors and in accordance with plans pre approved by the Transferor…'

As the time of writing we have received **no such consultation** and as can be seen by the list of neighbors they have approached they have admitted they have not given their proposal to us, or included us in this consultation. It is clear in the agreed transfer of the peorpety that this was a requirement.

As they transferor, I also note there are mistakes on the site plans submitted as to the parcel of land they claim they own.

I would be grateful if you would acknowledge receipt and apportion appropriate time for a detailed consultation on their proposals.

Best

James Newton DFC

These are the notes referred to on the following official copy

Title Number WT241547

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

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

HM Land Registry
Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our Personal Information Charter.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the

1 Title number(s) out of which the property is transferred:
WT241547

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

3 Property:

Walnut Cottage, Lamberts Marsh, Southwick Trowbridge BA14 9PD

The property is identified

☒ on the attached plan and shown: **Edged Red on Plan 1**

☐ on the title plan(s) of the above titles and shown:

4 Date: 19th July 2021

5 Transferor:

James Lloyd Newton & Donna Duval

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

6 Transferee for entry in the register:

Harry Osborne & Alice Parker

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

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Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

7 Transferee's intended address(es) for service for entry in the register:

8 The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

11 Declaration of trust. The transferee is more than one person and

☒ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

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Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:
- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and practice guide *24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

Use this panel for:
- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12 Additional provisions

Additional provisions

Definitions

12.1 The following definitions and rules of interpretation apply in this transfer.

Barn: the area edged purple on Plan 1.

Conditions for Entry: the conditions to which any right to enter granted in **clause 12.3** or excepted and reserved by **clause 12.4** is subject, namely that the right shall be subject to the person exercising the right:
(a) effecting entry at a reasonable time (or at any time in an emergency);
(b) giving reasonable notice to the person whose premises are being entered (but no notice need be given in an emergency);
(c) causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and
(d) complying with any reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.

Courtyard Area: The area shown edged green on Plan 1.

Disposal: assent or transfer.

LPMPA 1994: the Law of Property (Miscellaneous Provisions) Act 1994.

Maintenance Costs: such costs as reasonably determined by the Transferor to be necessary from time to time towards

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the upkeep of the surface of the Shared Access together with painting of fences, landscaping and pruning of trees within the area being the Shared Access.

Plan 1 : the plan attached to this transfer and labelled Plan 1

Plan 2 : the plan attached to this transfer and labelled Plan 2

Projections: all foundations, footways, chimneys, flues, eaves, roof structures, guttering, downpipes, spouts, fence posts, walls, piers and similar projections.

Relevant Authority: all statutory corporations, local or other authorities and all bodies exercising statutory rights, powers or obligations, which shall include but not be limited to highway, planning, drainage, water, electricity, gas and telecommunications suppliers and any other authority or body or company to which the powers of such authority, body or company are delegated.

Reservations: the rights excepted and reserved to the Transferor in **clause 12.4.**

Rights: the rights granted by the Transferor to the Transferee in **clause 12.3.**

Shared Access: means the area shown hatched blue on Plan 1

Service Media: all media for the supply or removal of heat, smoke, electricity, gas, water, sewage, energy, telecommunications, television, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Transferor's Retained Land: the Shared Access and the land shown edged red on Plan 2

VAT: value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

VATA 1994: Value Added Tax Act 1994.

12.1.2 Any obligation in this transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.

12.1.3 A **person** includes a corporate or unincorporated body (whether or not having separate legal personality).

12.1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

12.1.5 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

12.1.6 Clause headings shall not affect the interpretation of this transfer.

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12.1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

12.1.8 The Transferee shall not be liable for any breach of the covenants referred to in **clause 12.5** arising after the Transferee has parted with all interest in the Property.

12.1.9 Where the Transferor and/or Transferee is more than one person, unless otherwise expressly provided in this deed, they shall be jointly and severally liable for their respective obligations arising under this deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them.

12.1.10 The Reservations are excepted and reserved from this transfer for the benefit of the Transferor's Retained Land (excluding the Property) and the Courtyard Area.

12.1.11 The Reservations shall be construed as extending to the Transferor, its successors in title and all persons authorised by them or otherwise entitled to exercise the Reservations.

12.2 The disposition effected by this transfer is subject to:
(a) any matters, contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 12th November 2020 at 12:04:03 under title number WT241547;
(b) any matters discoverable by inspection of the Property before the date of this Agreement.

Rights granted for the benefit of the Property

12.3 The Transferor grants to the Transferee for the benefit of the Property:

(a) the right of support and protection to the Property from the Transferor's Retained Land and the Courtyard Area.

(b) subject to compliance with the Conditions for Entry, the right to enter the Transferor's Retained Land and the Courtyard Area with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary to inspect or carry out works to the Property or examine the rights set out in paragraphs (c) and (d) below.
(c) the right to use any Service Media in the Transferor's Retained Land and the Courtyard Area or any Service Media within the Property, serving the Property and erected on the Transferor's Retained Land for the benefit of the Property which are in existence at the date of this transfer or at any time in the future or are installed or constructed subject to the Transferee paying a fair proportion of the cost of cleaning, maintaining, repairing, renewing and relaying such service

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media.
(d) subject to compliance with the Conditions of Entry the right to enter onto any part of the Transferor's Retained Land and the Courtyard Area for the purpose of erecting, inspecting, repairing, maintaining and replacing all walls, fences and buildings erected now on any part of the Property in accordance with clause 12.7 below.
(e) subject to compliance with the Conditions of Entry, the right to enter the Transferor's Retained Land and the Courtyard Area with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:
(i) to inspect or carry out works to all or any parts of the Property:
(ii) to inspect, repair, maintain, install, re-route or replace any Service Media serving the Property.
(f) the right to keep and use on the Transferor's Retained Land and the Courtyard Area any Projections from any Property as constructed by the Transferor.
(g) a right, subject to a contribution of 20% of the Maintenance Costs demanded from time to time by the Transferor, with and without vehicles over the Shared Access and to park in the area shown crosshatched black on Plan 1

Rights reserved for the benefit of other land

12.4 The Transferor excepts and reserves out of the Property for the benefit of the Transferor's Retained Land and the Courtyard Area (excluding the Property):
(a) the right to use and to connect into any Service Media at the Property which serves the Transferor's Retained Land and the Courtyard Area which are in existence at the date of this transfer or are installed or constructed at any time in the future subject to the Transferor paying a fair proportion of the cost of cleaning, maintaining, repairing, renewing and relaying such service media;
(b) subject to compliance with the Conditions for Entry, the right to enter the Property with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:
(i) to inspect or carry out works to all or any parts of the Transferor's Retained Land and the Courtyard Area ;
(ii) subject to complying with the Conditions of Entry to inspect, repair, maintain, install, re-route or replace any Service Media serving The Transferor's Retained Land and the Courtyard Area provided that such Service Media shall not be laid under any part of the Property which has been built upon.

Restrictive covenants by the transferee

12.5 The Transferee covenants with the Transferor, for the benefit of the Transferor's Retained Land and the Courtyard

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Area and each and every part of it with the intention of binding the Property and each and every part of it:
(a) not to use the Property for any purpose other than as a single private domestic dwellinghouse in the occupation of one family only and not to carry on any trade or business at the Property (other than office work at home which is not inconsistent with residential occupation);
(b) not to use the Property for any noisy, offensive, illegal or immoral purpose;
(c) not to do anything at the Property that would cause loss, damage, injury, nuisance, annoyance, disturbance or inconvenience to the Transferor or the owners or occupiers of any neighbouring property or to any other person entitled to the Rights in common with the Transferee;
(d) not to allow to pass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property;
(e) not to park caravans, mobile homes, lorries, derelict vehicles or trade vehicles (except trade vehicles in the course of delivering goods to or supplying services to the Property or owned by the occupier of the Property) on the external areas of the Property save for a short wheelbase trade vehicle may be kept to the rear of the property in such a position as does not detract from the enjoyment of any other part of the Transferors Retained Land and the Courtyard Area in such a designated area designated by the Transferor from time to time;
(f) not to keep any animal or bird on the Property other than household domestic pets.
(g) not to erect any additional structure(s) at the Property or carry out any alterations affecting the external appearance of the property (for a avoidance of doubt this prohibits the erection of outbuilds, extensions, garages and any such similar structures or additional dwellings) without prior consent of the Transferors and in accordance with plans pre-approved by the Transferor.
(h) not at any time to park on or obstruct the Shared Access in any way, save for the area shown crosshatched black on Plan 1.

Restrictive covenants by the transferor

12.6 The Transferor covenants with the Transferee, for the benefit of the Property with the intention of binding the Barn only:

(a) not to use the Barn for any noisy, offensive, illegal or immoral purpose;
(b) not to do anything at the Barn that would cause loss, damage, injury, nuisance, annoyance, disturbance or inconvenience to the Transferee;
(c) not to allow to pass into the Service Media serving the Barn any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property;
(d) not to park caravans, mobile homes, lorries, derelict vehicles or trade vehicles (except trade vehicles in the course of delivering goods to or supplying services to the Property or owned by the occupier of the Property) on the external areas of the Barn in such a position as a position

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that would be visible from the Property;

For avoidance of doubt these covenants are binding upon the Barn only

Other

Positive covenants by the transferee

12.7 The Transferee hereby covenants with the Transferor for the benefit of the Transferors Retained Land and the Courtyard Area to

(a) forever hereafter maintain, repair and renew or replace the boundaries marked with inward facing `T` marks on the Plan 1.
(b) Within 14 days of demand pay to the Transferor the maintenance costs referred to in 12.3(g) above.

Indemnity covenant

12.8 The Transferee covenants by way of indemnity only, on the Transferee's behalf and on behalf of the Transferee's successors in title, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in WT241547 so far as they are subsisting and capable of taking effect and shall keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any future failure to do so.

Agreements and declarations

12.9 Any dispute arising in connection with the determination of the Transferor's or the Transferee's proportion of the costs referred to in **clauses 12.3(c), 12.3(g) and 12.4(a)** shall be referred to a surveyor who is a Member or Fellow of the Royal Institution of Chartered Surveyors (who shall act as an expert and not as an arbitrator) to be agreed upon by the parties or (in the event of failure so to agree) to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and the written decision of such person (including any determination as to the costs of such decision) shall accordingly be final and binding on both the parties in the absence of manifest error or fraud.

12.10 A person who is not a party to this transfer shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act.

12.11 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

12.12 Clause headings shall not affect the interpretation of this transfer.

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12.13 Where the Transferor and/or Transferee is more than one person, unless otherwise expressly provided in this deed, they shall be jointly and severally liable for their respective obligations arising under this deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them.

12.14 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

12.15 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

12.16 All matters recorded at the date of this transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.

12.17 The Property shall not, by virtue of this transfer, have any rights or easements or the benefit of any other matters over land retained by the Transferor other than those (if any) which are expressly mentioned in or granted by this transfer and section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Transferor except as expressly mentioned in or created by this transfer.

12.18 The Transferor on behalf of itself and its successors in title consents to the access of light and air to the Property (and any building on it from time to time) from the Transferor's Retained Land but such consent shall not give any absolute right to the Transferee (or its successors in title) and is revocable at any time by the Transferor or its successors in title.

12.19 The words "Transferee" and "Transferor", where the context so admits, includes their respective successors in title.

12.20 Any dispute arising in connection with the content of this Transfer shall be referred to a surveyor who is a Member or Fellow of the Royal Institution of Chartered Surveyors (who shall act as an expert and not as an arbitrator) to be agreed upon by the parties or (in the event of failure so to agree) to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and the written decision of such person (including any determination as to the costs of such decision) shall accordingly be final and binding on both the parties in the absence of manifest error or fraud.

12.21 A person who is not a party to this transfer shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is

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available, apart from under that Act.

12.22 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

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The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to *Joint property ownership* and practice guide *24: private trusts of land* for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

13 Execution

Signed as a deed by
JAMES LLOYD NEWTON
in the presence of

Signature

Signature of witness:

.....

Name (in BLOCK CAPITALS)

R G FOX

Address:

2 HILL CLOSE

WINCANTON, SOMERSET. BA9 9NF

Signed as a deed by
DONNA DUVAL
in the presence of

Signature

Signature of witness:

.....

Name (in BLOCK CAPITALS)

R G FOX

Address:

2 HILL CLOSE

WINCANTON, SOMERSET, BA9 9NF

Signed as a deed by
HARRY OSBORNE
in the presence of

Signature

Signature of witness:

.....

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Name (in BLOCK CAPITALS)

.....

Address:

.....

.....

Signed as a deed by
ALICE PARKER
in the presence of

Signature of witness:

Signature

.....

Name (in BLOCK CAPITALS)

.....

Address:

.....

.....

WARNING
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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HM Land Registry
Official copy of
title plan

Title number **WT241547**
Ordnance Survey map reference **ST8354NW**
Scale **1:2500**
Administrative area **Wiltshire**

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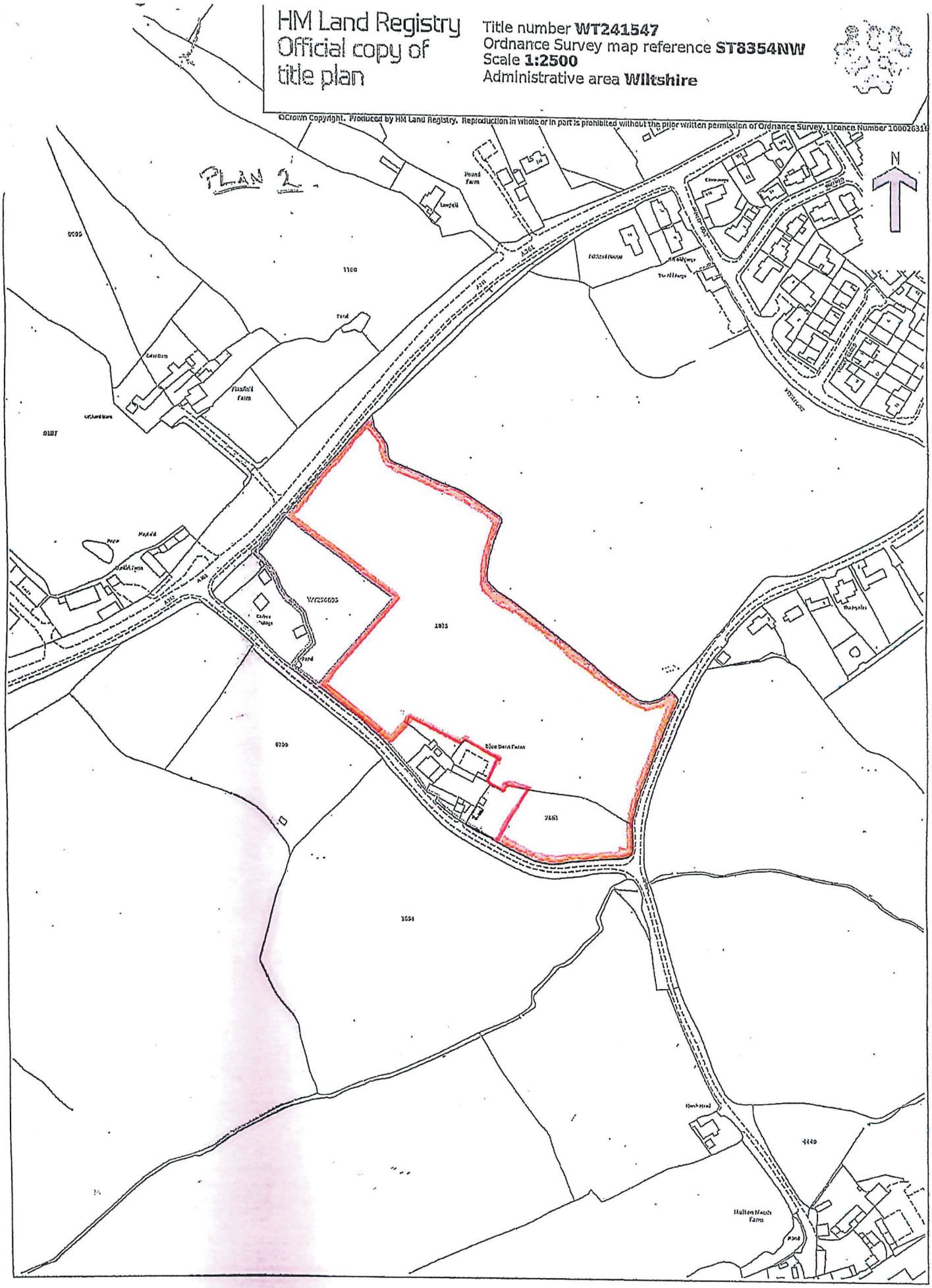
PLAN 2



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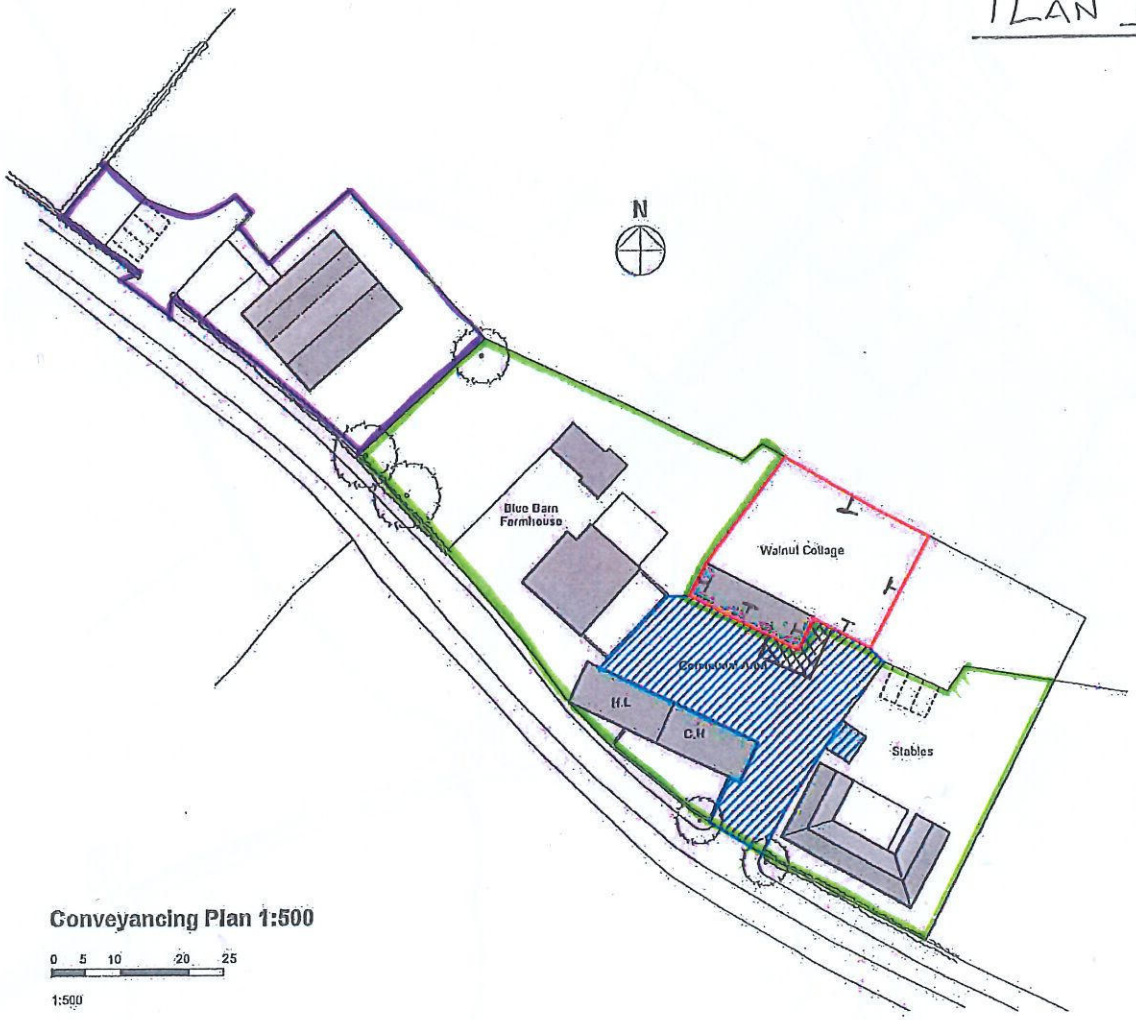
PLAN 1



Conveyancing Plan 1:500

0 5 10 20 25

1:500

Conveyancing Plan
Walnut Cottage
Blue Barn Farm
Southwick

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