

From: [REDACTED]
Sent: 09 November 2016 09:33
To: Planning
Subject: Planning Application Y16/1069/SH
Attachments: Planning Objection 41 Cromwell Park Place .docx; LRTD-davidmee11@virg-25Oct16-Doc2.pdf

Dear Sir/Madam

Planning Application Y16/1069/SH

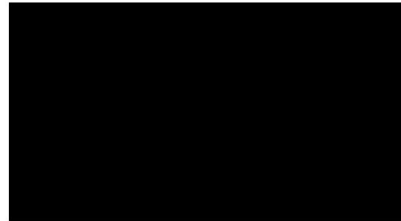
Erection of a two storey attached dwelling at 41, Cromwell Park Place, Folkestone, Kent.

I enclose a letter of objection to the above Application for Planning Permission together with a supporting document.

Yours faithfully

Mr D J Mee MRICS MCIArb

Head of Planning,
Civic Centre,
Castle Hill Avenue,
Folkestone
Kent
CT20 2QX



Dear Sir/Madam

PLANNING APPLICATION NUMBER Y16/1069/SH

Erection of a two storey attached dwelling at 41, Cromwell Park Place, Folkestone CT20 3SB

I am writing to register my strong objection to this proposed development.
There are several land use considerations which should determine that this additional house should not be granted planning permission.

1. Utilities Easement

I have enclosed the Title Deeds for No 41 Cromwell Park Place (Recently mortgaged to the Applicant). The Deeds refer to the property as Plot 21.

Section 2 (page 5) states that *"the purchaser will at all times hereafter duly observe and perform the restrictive and other covenants, conditions and stipulations contained or referred to in the Charges Register of the Title."* These restrictions include a Utilities Easement.

Item 10 (page 10) of the Schedule to the Title Deeds states that *"the Purchaser is to maintain that part of the land shown within the broken brown line as a grassed area and not at any time to plant any trees or other deep rooting plants or shrubs therein nor to make any material alteration thereto as laid out by the Vendor nor erect any building, fences walls or other erections thereon nor park any vehicles thereon"*.

The Legal Plan (extract below) clearly shows that the entire footprint of the proposed house would completely over sail this Easement preventing access for any maintenance operations required in the event of blockage or failure.



2. Building Regulations – Fire Safety

No 41 Cromwell Park Place has an existing window to the West elevation. This window is deemed to be a fire escape necessary due to the layout of the first floor bedrooms and staircase. Nos 43, 45 and 47 all have the same fire escape window. Photos of 45 and 47 below.



As the proposed development is an attached dwelling rather than detached, the fire escape window from No 41 will be blocked off. This would presumably be in

contravention of the Building Regulations and invalidate any Fire Certificate formerly issued for this property.

3. Off Street Parking

The proposal states that “each dwelling will have a **minimum** of two parking spaces and will also be accompanied by an integral turning area. Both dwellings will also have ample front and rear amenity space.”

The Architect’s Design and Access statement states that the off road parking for several vehicles is indicated on Drawing 16-05-207. However, this Drawing **does not** show how this will be achieved. It is unlikely that the parking spaces and the manoeuvrability required within the space in front of the 2 houses together with ample front amenity space can be achieved. (Note that the Easement referred to above also precludes the parking of any vehicles in the space indicated). The Planning Application is incomplete in respect of this Drawing omission.

This lack of space will inevitably lead to overspill into the Public Highway that serves Nos 31 to 47 Cromwell Park Place. There is already a substantial constant overspill into both turning circles and onto the Shepway District Council owned public amenity space in front of 31 to 39 Cromwell Park Place as shown below.



This overspill will be exacerbated if two new families (No 41 is currently temporarily rented) need to park multiple vehicles, potentially including work vans, outside of the confines of this corner plot. In addition, there would be an increase in vehicular traffic visiting and delivering to the additional address.

4. Loss of Privacy/Light

Overlooking and loss of privacy is a material Planning consideration.

Local Planning Guidance usually contains rules relating to space around buildings.

Often Councils recommend a minimum distance of 14 metres between dwellings where principal windows face the wall of a two storey dwelling that contains no windows or windows which are occluded (such as bathrooms).

The current distance between the principal windows of Nos 5 and 7 Fairfax Close and the west elevation of No 41 Cromwell Park Place is 15 metres.

The proposed additional house will encroach upon the boundary between No 41 Cromwell Park Place and Nos 5 and 7 Fairfax Close and would reduce this distance to only 9m, creating an unneighbourly effect by way of loss of privacy, daylight/sunlight, outlook and open amenity space.

The development would also appear to contravene the following part of Policy BE8 of the Shepway District Council Local Plan:

b. side extensions may be added to detached or semi-detached dwellings where space is available; care should be taken to avoid creating a terracing effect which could result by extending up to the boundary; a minimum distance of 1 metre should be maintained from the boundary and any part of the extension above single storey level including the roof.

5. Over Intensive Development

The Architect's Design and Access Statement Introduction refers to this as development "within the unused and obsolete amenity space at the side of No 41 Cromwell Park Place", and in the Conclusion as the development of "an existing parcel of disused amenity space to provide the local area with another much needed and affordable starter home".

To the layman, obsolete disused amenity space is the garden to No 41.

Much needed – It is not much needed when upwards of 1200 new homes are being/will be built within a quarter mile radius of this plot including Risborough Barracks (906 dwellings), St Martins Plain, North Road and at the Shepway Resource Centre in Military Road (41 dwellings).

Affordable starter home – This is disputable as the probable valuation will be in the region of £250k.

6. Construction Noise & Nuisance

For at least six months, possibly longer, the daily lives of the current residents of Cromwell Park Place will be disturbed and disrupted particularly because it is in this corner plot at the end of a quiet residential cul-de-sac.

There would be constant construction noise and delivery traffic associated with the building works which could potentially damage the block paving Public Highway.

Yours faithfully,



These are the notes referred to on the following official copy

Title Number K658950

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.

A13

1930
PL

INLAND REVENUE
PRODUCE

H M LAND REGISTRY

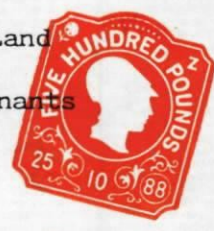
25.OCT.1988

Land Registration Acts 1925 - 1986

FINANCE ACT 1931

Transfer of Part of Freehold Land

Imposing Fresh Restrictive Covenants



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

County and District : Kent
Title Number : K631616
Property : Plot 21 Cromwell Park
Shorncliffe Folkestone
Date : 5th October 1988

1. In consideration of the sum of NINETY THREE THOUSAND POUNDS
(£ 93,000.00) (the receipt

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

of 5 Octavian Drive Lympne Nr. Hythe Kent
(hereinafter called "the Purchaser") ALL THAT land being part of the
land comprised in the Estate of the Vendor which said land hereby
transferred is shown delineated on the plan bound up within and edged
red TOGETHER with the dwelling erected or in the course of erection
thereon and known or intended to be known as Number (Plot 21)

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

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

25.OCT88 745678



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

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

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

as possible and forthwith making good any damage thereby occasioned

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

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

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

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

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

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

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

~~(c) the right to tie in the walls of the dwelling or dwellings~~

erected or to be erected on the adjoining land comprised in the Estate of the Vendor to the walls of the dwelling erected or to be erected on the land hereby transferred so that the main walls dividing such dwellings will become party main walls and repairable as such. the Vendor or other the persons exercising such rights doing as little damage as possible and forthwith making good any damage thereby occasioned

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE SCHEDULE before referred to

(1) To pay a reasonable proportion of the expense of repairing replacing renewing and cleansing all service installations and other things the use of which is common to the land hereby transferred and any adjoining or neighbouring land comprised in the Estate of the Vendor (so far as the same are not maintainable by any Local or other Authority) such proportion in the case of dispute to be conclusively determined by the Vendor

(2) Not without the consent of the Local Authority under the Town and Country Planning Acts and Building Regulations for the time being in force and the grant of any necessary rights by adjoining owners to erect any building or structure on the land hereby transferred nor erect or make any extension or alteration to the dwelling thereon

(3) To maintain in good repair and condition the fence or wall (if any) marked with a letter 'T' inwards on the said plan and any other fence or wall erected or to be erected by the Vendor within the boundaries of the land hereby transferred

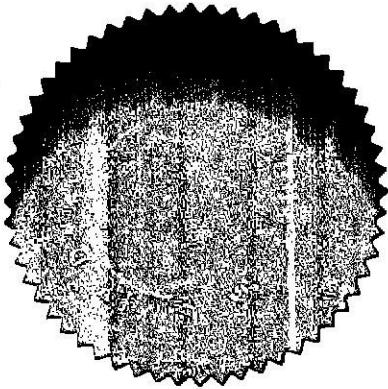
(4) To maintain any part or parts of the land hereby transferred which lie in front of the building line of the dwelling and/or outside the screen fence erected or to be erected on the land hereby transferred

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

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

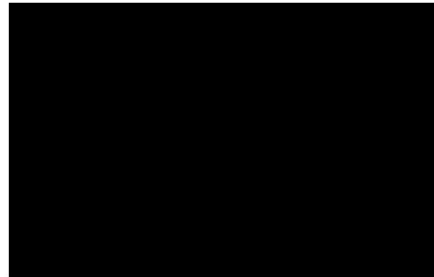


THE COMMON SEAL of McLEAN)
HOMES SOUTH EAST LIMITED was)
hereunto affixed in the)
presence of:)

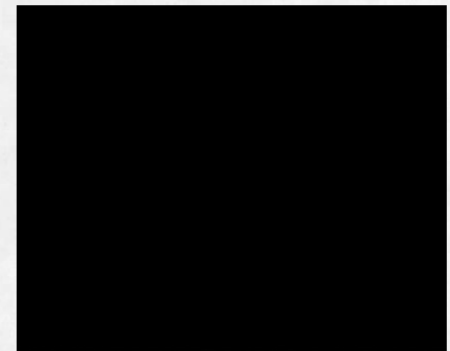


Secretary/Authorised Signatory

SIGNED SEALED and DELIVERED)
by the said [redacted])
in the presence of:)



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



Rev A. Plots 68-106 1000

THE CONTRACTOR SHOULD CHECK ALL DIMENSIONS ON SITE
NO DIMENSIONS TO BE SCALED FROM DRAWINGS
IT IS THE SUB CONTRACTORS RESPONSIBILITY TO ENSURE
COMPLIANCE WITH BUILDING REGULATIONS AND CURRENT
CODES OF PRACTICE

PROJECT	
CROMWELL PARK FOLKESTONE	
DRAWING	
LEGAL PLAN	
SCALE	DATE
1 500	FEB 1988
DRAWING NO.	
MCLEAN Homes MCLEAN HOMES SOUTH EAST LIMITED LONDON HOUSE, 1000 ST. JOHN STREET, LONDON, EC1A 4BB TELEPHONE: 0800 111111	

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NORTH ROAD

ROYAL MILITARY AVENUE

ROYAL MILITARY AVENUE

ST. MARY'S CLOSE



FOR INFORMATION ONLY
EASEMENT.



Rev A. Plans 68-106A and

THE CONTRACTOR SHOULD CHECK ALL DIMENSIONS ON SITE
NO DIMENSIONS TO BE SCALED FROM DRAWINGS
IT IS THE SUB CONTRACTORS RESPONSIBILITY TO ENSURE
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PROJECT	
CROMWELL PARK FOLKESTONE	
DRAWING	
LEGAL PLAN	
SCALE	DATE
1 500	FEB 1988
DRAWING NO.	
MCLEAN HOMES SOUTH EAST LIMITED LONDON HOUSE, 100, OLD STREET, LONDON EC1A 3RU TELEPHONE 0863 11111	