

23 April 2021

Our Ref: Tourn.1/SAB/jb

C. Snell Esq



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Without Prejudice

Dear Mr Snell,

Access driveway at Tournerbury Farm

We act for Mr and Mrs Phillips with whom you have been communicating over a re-routed access to your Estate.

As you will be aware, our Clients are well underway with the construction of an alternative, much improved route, to your property, the planning permission for which was originally sought (jointly) in 2012. Our Clients have been working with the planning officer over some minor amendments to satisfy the permission which will enable them to complete the track imminently in accordance with the plans submitted for a new planning application to be submitted which will seek, among other things, to retain the alignment of the road built in the south-eastern corner.

You should recall that in the original application you clearly stated the present route adversely affected our Clients' enjoyment of their property including the security of their house and farmyard. In the 2017 renewed planning application, the planning officers concluded at the time that the number of events being held at your premises fell within the then permitted development tolerances but the access into your Estate through Tournerbury Farm caused "an issue with the ongoing operations within the Farm itself by way of additional traffic".

We do not need to repeat the private and planning policy reasons why the current route is unacceptable to our Clients and why, in their opinion, it cannot be used for the development for which you are seeking to achieve planning permission. The grant of a right from our Clients to use the new route would overcome a key obstruction to your development proposal for a large, broadly unconstrained, leisure and events use as it would largely remove the nuisance, amenity and health and safety objections that are inherent with your continued use of the Tournerbury farmyard to access your events.

On numerous occasions our Clients have explained to you that the correct position in law is that you do not have a right to use the route through their farmyard for the proposed expansion of your events business should you eventually receive planning permission. Our Clients would, however, be prepared to grant permission for you to use the new route that has been constructed for the purposes that you require, provided that the route through the farmyard ceases entirely. For the avoidance of doubt, this offer is made in the spirit of compromise, and is made without prejudice to the generality of our Clients' position and their full rights and remedies, which remain fully reserved.

We would urge you to accept this offer. Were you to continue to reject what we feel is a very reasonable alternative then our Clients believe that your proposed development will be regarded as unacceptable to the local planning authority and will be rejected. The fact that this offer has been made will be disclosed to the

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local planning authority. We believe that they will think it material that there is a far more acceptable route available to you, and could make any planning permission you might obtain conditional upon this route being used in any event. Permission may only be acceptable if a *Grampian* condition or section 106 planning obligation was imposed to prohibit the implementation of any planning permission until the authority is satisfied you are bound to the alternative route, to your property. This letter demonstrates to Havant Borough Council that there is certainty that there is a high level of confidence of that far better solution being realised.

To summarise, the terms of the offer are:

1. Your use of the Tournerbury Farmyard access route marked in blue on the attached plan will permanently cease 16 weeks after the formal grant of planning permission for the new route.
2. A personal right of access will be granted over the new track marked in red on the attached plan to come into effect 16 weeks after the formal grant of planning permission.
3. Your Estate will be responsible for 90% of the maintenance and repair of the new track between the points marked 'A' and 'B' on the attached plan.
4. Each party to bear their own legal costs in drawing up an appropriate easement.
5. That you will indicate to the local planning authority in writing that you are content for any resolution to grant planning permission by the local planning authority pursuant to application reference APP/18/00943 (or renewed application) to be conditional upon a Grampian condition or the completion of a planning obligation pursuant to section 106 of the Town and Country Planning Act 1990 that reflects the agreement reached between the parties.

We would be grateful to receive your written confirmation that this offer is acceptable to you. if you would be kind enough to sign and return the attached copy of this letter we can then instruct lawyers to progress with the easement.

Yours sincerely



Simon Blandford • BSc (Hons) Agric FIAgrM FBIAC ARAgS
Director – Food and Farming

I hereby agree to the terms set out in the attached letter

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Mr C Snell

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Date