

The Planning Service,
Public Service Plaza,
Civic Centre Road,
Havant,
Hampshire, PO9 2AX.

HAVANT BOROUGH
COUNCIL

16 JUN 2016

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Mr. J. R. & Mrs. L. M. Marklove,
2 The Sanderlings,
Hayling Island,
Hampshire, PO11 9HZ.

15th. June 2016.

Your ref: App/16/00584

For the Attention of Mr. D. Eaves, Case Officer.

Dear Sirs,

Re: Lama Court, 128-130 The Seafront, Hayling Island, PO11 9HW.

In response to your letter dated 10th. June 2016, we are strongly opposed to the proposed alterations at the above for the following reasons:-

- 1) Daylight will be severely restricted to our property, and those of our neighbours, mainly in the latter part of the day, and particularly during the winter months.
- 2) Drainage from Lama Court passes through Dilkusha House grounds, and those of ourselves and No. 1 The Sanderlings. We enclose pages 1 and 2 of our "Register of Title" for verification of this, item C4 refers.
We understand that the drainage is already at capacity, and that there is a real danger of blockages and/or flooding should further properties require to need it.
- 3) We understand that the Fire Service has expressed concerns regarding aspects of the proposed alterations, and note that a number of points have been raised in their letter ref. FG/sp/00827301 dated 15th June 2016. It is also our understanding that the Ambulance Service has expressed concerns regarding accessibility.
- 4) Having viewed the proposed front elevations, we contend that they are not in keeping with the other Seafront properties, and are completely out of character with the immediate neighboring properties. We feel that the finished product would in fact be an eyesore!

We trust that the foregoing will receive your full considerations whilst reaching your decision,

Yours Faithfully,



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Official copy of register of title

Title number HP217982

Edition date 23.11.2010

- This official copy shows the entries in the register of title on 23 November 2010 at 11:17:29.
- 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 23 November 2010.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Weymouth Office.

A: Property register

This register describes the land and estate comprised in the title.

HAMPSHIRE : HAVANT

- 1 (18.12.1981) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 2 The Sanderlings, Hayling Island (PO11 9HZ).
- 2 The Conveyance dated 13 November 1981 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY DECLARED as follows:-

That the hedges and boundary markings along the southern side of the land hereby conveyed belong to the owners of the adjacent properties along that side".

NOTE: The southern boundary of the land in this title forms part of the southern side referred to.
- 3 The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title dated 5 July 1982 made between (1) J & K Construction Limited and (2) Leslie Herbert Payne and Theresa May Payne.

NOTE: Original filed.

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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 (23.11.2010) PROPRIETOR: JOHN RAYMOND MARKLOVE and LESLEY MARY MARKLOVE of 2 The Sanderlings, Hayling Island, Hampshire PO11 9HZ.
- 2 (23.11.2010) The price stated to have been paid on 1 November 2010 was [REDACTED]

C: Charges register

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

- 1 A Conveyance of the land in this title and other land dated 27 December 1916 made between (1) Alice Johnson and Douglas Johnson (Vendors) (2) Alice Johnson and others (Beneficiaries) (3) Alice Johnson (Purchaser) and (4) Thomas Pain contains covenants details of which are set out in the schedule of restrictive covenants hereto.

By a Deed dated 26 March 1935 made between (1) Rudolph Carminate and Albert Edward Jones (Releasors) and (2) Alice McLeod the said covenants were expressed to be released details of the terms of the release are set out in the schedule of restrictive covenants hereto.

- 2 An Agreement dated 15 May 1981 made between (1) Lloyds Bank Limited (2) Unice Grady and others (Beneficiaries) and (3) The Council of the Borough of Havant contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 3 A Conveyance of the land in this title and other land dated 13 November 1981 made between (1) Lloyds Bank Limited (Vendor) and (2) J & K Construction Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 4 The land is subject to the following rights reserved by the Conveyance dated 13 November 1981 referred to above:-

"EXCEPT AND RESERVED unto the owner or owners from time to time of the properties shown by the names "Lama Flats" and "Dilkusha" on the said plan the right to drain water and soil through the drain passing under the land hereby conveyed the inspection chamber adjoining the eastern boundary of the land hereby conveyed and thence to the public sewer and the right to enter upon the property hereby conveyed and to open up the surface thereof for the purpose of cleansing repairing and relaying such drain the persons exercising such rights doing as little damage as possible and making good any damage at his her or their own expense"

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 27 December 1916 referred to in the Charges Register:-

"THE Purchaser for herself her heirs and assigns hereby covenants with the Vendors and as a separate covenant with the Beneficiaries (and so that this covenant shall so far as practicable be enforceable by the owner or owners for the time being of Lama House aforesaid) that the Purchaser and the persons deriving title under her will at all times hereafter duly perform and observe all and singular the restrictive and other covenants and