Planning Statement

Certificate of Lawfulness under Section 191 relating to the use of land as garden land at

Honeycroft
Littleworth
Partridge Green
RH13 8JU

On Behalf of
Mr Paul Vincent

Prepared by
Dan Holmes MSc MRTPI
[redacted]

November 2024

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1. INTRODUCTION

1.1 This report is submitted in support of an application for a Certificate of Lawfulness under Section 191 relating to the existing use of a field as garden land at Honeycroft, Mill Lane, Partridge Green, Horsham, RH13 8JU.

1.2 The field has been in continuous use as garden land related to the main residential dwelling since 01/06/2013.

1.3 The application to which this report relates therefore seeks confirmation from the planning authority that the use of the field as garden land and appearance in its existing form is now lawful.

1.4 This report sets out the following:

- The appropriate tests and considerations
- The history of the land and use
- The evidence submitted to support the application.

1.5 The appendices provide all relevant evidence, including signed Statutory Declarations.

2. BACKGROUND

Application Site

2.1 The site comprises a two-storey detached dwellinghouse located within a private road situated to the south of Mill Lane. The application site lies within the settlement of Littleworth, in the Parish of West Grinstead and within the District of Horsham. Littleworth village lies approximately 0.7km to the north of Partridge Green.

2.2 The site consists of a residential dwelling with stock brick facing to all elevations, hanging tiles, UPVC fenestration and a barn end tiled roof. The layout of the plot is unusual in that the dwelling is set to the rear, with a very small immediate curtilage. There is no garden land to the north and a parking area lies in front of the principal elevation to the south. The garden land extends to the south-west of the principal elevation into a field. The dwelling and garden land have two separate deed titles.

2.3 Access into the site is from a private track to the west and through the 'garden land'.

2.4 The site is bound by residential dwellings to the south, north, east and west. Further south a larger field is situated belonging to Delcraven Ltd. This was formerly a paddock.

2.5 Figure 2.1 shows the location plan with the dwelling and the wider garden land in ownership of the applicant, Mr Paul Vincent.

2.6 An aerial photograph of the site and access is shown in figure 2.2. The application site is outlined in red.

Figure 2.1 – Honeycroft Location Plan



Figure 2.2 – Application Site aerial photograph



2.7 An existing photo shows the field used as garden land below in figure 2.3.

Figure 2.3 – Photograph of field used as garden land (October 2024)



2.8 Mr and Mrs Paul Vincent are the applicant's and purchased the property in October 2022.

2.9 The application site consists of a single plot comprised of two land registry titles (figure 2.4).

i) The plot immediately surrounding the dwelling [redacted]

ii) The plot consisting of the field to the south-west of the dwelling that has been used as garden land in association with the dwelling [redacted]

2.10 A copy of both of the land registry titles is attached in appendix A.

Figure 2.4 – Land titles at Honeycroft (Source: Eserviceslandregistry.gov.uk)



Planning History

2.11 The site lies within the jurisdiction of Horsham District Council. A full planning history is shown below.

Reference	Description	Decision
DC/16/1286	Oak Framed Garage building	Refused 27/07/2016
DC/16/2019	Erection of a detached open fronted garage	Refused 18/04/2016
WG/21/03	Erection of 1 dwelling	Permitted 20/06/2003
WG/1/03	Erection of 1 dwelling and access	Refused 07/03/2003
WG/55/02	Erection of 1 house (approval of reserved matters)	Refused 25/09/2002
WG/42/01	Erection of 1 dwelling, parking & access (outline)	Permitted 01/11/2001

3. TESTS AND CONSIDERATIONS

3.1 The planning merits of the use, operation or activity on the land are not relevant in the assessment of a Certificate of Lawful Use. In considering whether to issue a certificate, an assessment must be made entirely on the factual evidence available to officers.

3.2 The Town and Country Planning Act 1990, Section 191(1)(b) states that: Any person who wishes to ascertain whether any operations which have been carried out in, on, over or under land are lawful they can apply to the Local Planning Authority for a lawful development certificate. S.191(2) states that the uses can be lawful if the time of enforcement has expired.

3.3 S.191(4) of the 1990 Act states that: If the Local Planning Authority is satisfied that operation is lawful, it must grant the certificate. In any other case it must refuse the certificate. The applicants have the burden of proving that the use is lawful on the balance of probability i.e., that it is more likely than not that the use is lawful.

3.4 National Planning Practice Guidance Index states that: The applicant is responsible for providing sufficient information to support an application, although a Local Planning Authority always needs to co-operate with an applicant who is seeking information that the authority may hold about the planning status of the land. A Local Planning Authority is entitled to canvass evidence if it so wishes before determining an application. If a Local Planning Authority obtains evidence, this needs to be shared with the applicant who needs to have the opportunity to comment on it and possible produce counter evidence.

3.5 In the case of applications for existing use, if a Local Planning Authority has no evidence itself, nor any from others, to contradict or otherwise make the applicant's version of events less than probably, there is no good reason to refuse the application, provided the applicant's evidence alone is sufficiently precise and unambiguous to justify the grant of a certificate on the balance of probability.

3.6 S.171 B of the Town and Country Planning Act 1990 (as amended) outlines the time limits which apply to taking enforcement action against a breach of planning control.

3.7 The time limit set out is:

- 10 years for all forms of development including changes of use of land. The 10-year period runs from the date the breach of planning control took place. This would apply to any breach of planning conditions.

3.8 Section 171B (3) of the Town and Country Planning Act 1990 goes on to state: "In the case of any other breach of planning control, no enforcement action may be taken after the end of the period of ten years beginning with the date of the breach."

3.9 As such in this case, no enforcement action may be taken after the end of the period of 10 years with the date of the breach concerning the use of the field as garden land at Honeycroft.

3.10 Case law (Gabbitas v SSE and Newham LPC [1985] JPL 630) and Government advice, in paragraph 8.15 of Annex 8 of Circular 10/97 state, in an appeal against the refusal of a lawful development certificate, that the appellant's evidence does not need to be corroborated by independent evidence to be accepted. The appellant's version of events should be accepted unless:

- It is not sufficiently precise and unambiguous to justify the grant of a certificate on the balance of probabilities.
- The LPA has evidence of their own that contradicts or makes the appellant's version of events less than probable.
- The LPA has evidence from a third party which has the same effect.

3.11 **Considerations**

3.12 Whether on the balance of probability, the evidence submitted is sufficiently clear and substantive to demonstrate that the unauthorised use of the field as garden land has taken place for more than 10 years prior to the date of the application.

3.13 Section 191(5) of the act sets out the information required to be submitted with a Certificate of Lawfulness of existing use or development application, which includes the following:

a) The land to which it relates.

b) A description of the use, operations or other matters in question.

c) The reasons for determining the use, operations or other matter to be lawful; and

d) The date of the application for the certificate.

e) This information is provided within this report and application documents.

4. SUBMISSIONS AND EVIDENCE

4.1 As set out in Section 3, the test to satisfy in relation to Certificate applications for existing development is 'on the balance of probability' provided the applicant's evidence is sufficiently precise and unambiguous.

4.2 We submit that the field at Honeycroft has been used as garden land for more than 10 years prior to the date of the application and the use is therefore exempt from enforcement.

4.3 We submit the following evidence in support of this submission:

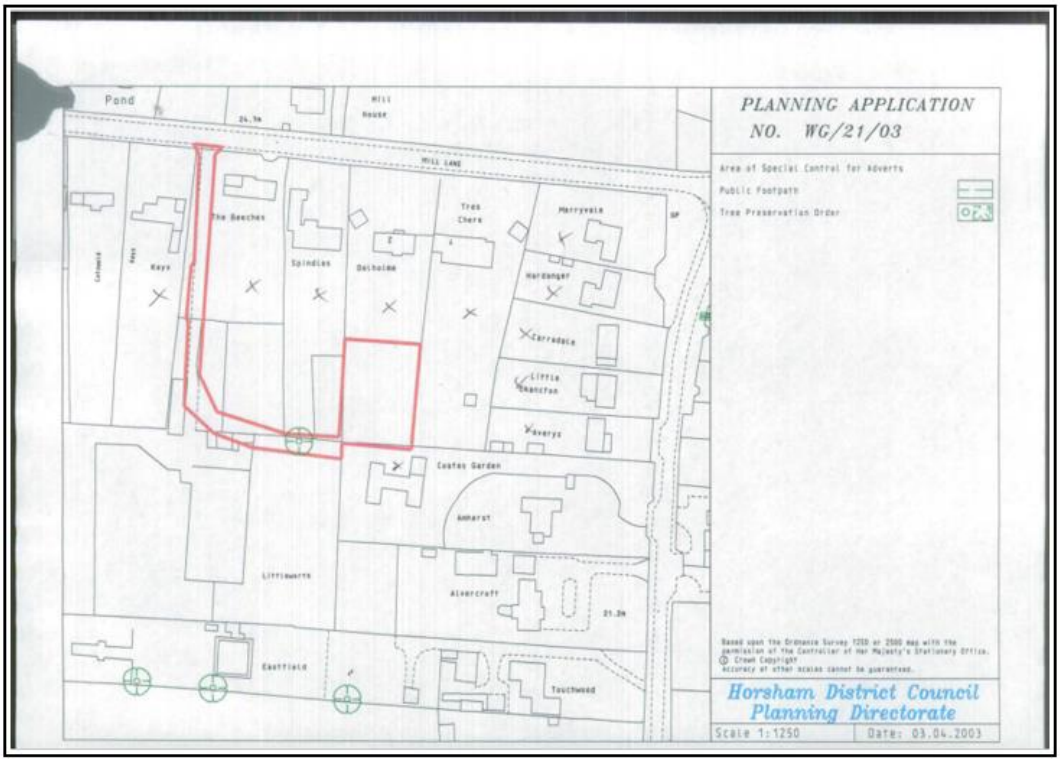
1. Planning history
2. Photographic evidence
3. Land Registry documents
4. Statutory declarations from Mr Paul Vincent, [redacted]
5. Other evidence:
    a. Estate Agent Images
    b. Historical communications with Horsham District Council

The planning history

4.4 The planning history was previously noted in chapter 2.

4.5 The original outline permission for a new dwelling at the site of Honeycroft was granted under WG/42/01. The plans displayed the red line extending northwards into the rear garden of the neighbouring property 'Delholme'. The most recent reserved matters approval granted under WG/21/03 shows the same red line, with an access running from the west. This is shown in figure 4.1 below.

Figure 4.1 – Approved block plan of WG/21/03



4.6 However, the boundaries of the site as they are now do not reflect the plans as shown in figure 4.1. The following provides detail describing how the boundaries (red line) have developed over time.

4.7 Number 2 Mill Lane (Delholme) is owned by [redacted]. Their names appear on the original sale of land. [redacted] were approached by Delcraven Ltd regarding the selling of a southern portion of their garden so that a dwelling (Honeycroft) could be built.

4.8 Originally when the agreement was made to sell the land to the developers, there was a misunderstanding on the amount of land that was being purchased.

4.9 Delcraven Ltd were granted approval by HDC approval (planning reference WG/21/03) to build Honeycroft with a reasonably sized back garden that relied upon purchasing circa 50% of [redacted] existing garden. This was based on the plans shown above in figure 2.3.

4.10 When the sale of land documents were reviewed [redacted], they stated that they had only agreed to sell 25% of the back garden and so Delcraven Ltd were unable to provide Honeycroft with the back garden that was originally granted in the planning permission.

4.11 Regardless Delcraven Ltd commenced construction but carved out some land from the existing paddock to provide an area that could be used as garden land at the front of the house. This is the current situation and the land at the subject of this application.

4.12 Early during construction, Horsham District Council raised 2 enforcement cases against Delcraven Ltd for failing to adhere to the plans[1], but these were not pursued and HDC have confirmed the files have been closed with no further action (appendix B). As such, the new red line is the very same that is the subject of this Planning Application, with the garden land extending towards the south-west. A such, no enforcement action is outstanding. The property was always intended to have a garden of some description. An approval of this application would correct this situation.

4.13 The timeline of events is summarised below in table 4.1.

Table 4.1 – Timeline of events

Description	Date	Notes
Developer (Delcraven Ltd) purchases 'The Beeches and the paddock area to the south (Map 1 [redacted] A parcel of this land will eventually be transferred to be Honeycroft front garden.	5/12/2002	Appendix C
Developer also purchases a parcel of land to the south of 2 Mill Lane (Delhome) This will be the land Honeycroft will be built on.	5/12/2002	Appendix D
Planning Application WG/21/03 approved for the erection of a dwelling in land at Delholme (2 Mill Place) with garden for Honeycroft proposed to the north	20/06/2003	Appendix E
When the building work starts, the developer deviates from the planning permission granted under WG/21/03 leaving no rear garden for Honeycroft. A parcel of land has been taken from [redacted] and later becomes [redacted] to provide a front garden area and access road which no longer is routed through the south of The Chase.	01/01/2005	Appendix F
An enforcement case (EN/06/0150) is lodged against Honeycroft & Delhome for "Development not in accordance with approved plan WG/21/03" (This was subsequently closed in December 2006). The conclusion of the investigation was that, whilst the new dwelling was not sited correctly and as such was a breach of planning control, enforcement action was not justified as it was not considered expedient to do so. As such the file was closed, and the matter was not proceeded with. The HDC email dated 24/10/24 is attached confirming this to be the case.	06/04/2006	Appendix G - HDC Email dated 24/10/2024
A Transfer of Part is produced that moves ownership of [redacted] (Now referred to as Honeycroft) and a part of the land [redacted] which was part of the former paddock and then becomes [redacted] and will become Honeycroft's front garden.	18/01/2007	Appendix H
Honeycroft is then built. Google Earth Photo imagery attached	2012	Appendix I
Honeycroft is first listed for sale	01/07/2012	Chapter 4 (fig 4.9)
The first sale of Honeycroft takes place	01/06/2013	Chapter 4 (fig 4.9)
The applicant, Mr. and Mrs. Paul Vincent purchase the property in October 2022.	01/10/2022	Chapter 4 (fig 4.9)

[1] EN/06/0150 and EN/06/0572

4.14 Following the completion of the first sale of Honeycroft as a dwelling with the field to the south-west used as a front garden with access track to its existing form on 01/06/2013 we contend that the field has been in continuous use as garden land for more than 10 years.

Photographic Evidence

4.15 The historical aerial photographs of the site from Google Earth show the evolution of the site. These are shown below. The additional evidence we have provided will explain this to be true.

4.16 Figure 4.2 shows the site prior to development. The site of Honeycroft is garden land associated with 2 Mill Lane (Delholme). The field to the southwest is identified clearly as a paddock.

Figure 4.2 – The site prior to development (01/01/2001)



4.17 Initial works commenced to build Honeycroft no later than 01/01/2005, as evidenced in appendix F.

4.18 Figure 4.3 shows the site with building work underway. The land at Denholme had been retained with a new access track to the west. Land to the south-west was then being prepared as garden land.

Figure 4.3 – The site with development under way (01/01/2005)



4.19 Figure 4.4 shows the site substantially completed with the garden installed and fenced off to the southwest. The property is listed for sale at this point in time.

Figure 4.4 – The site fully developed (31/08/2012)



4.20 Figure 4.5 and 4.6 shows the application site on 22/4/2015. Figure 4.6 is a close-up showing garden furniture installed. The boundary hedging has developed since being installed and the garden land is clearly identified.

Figure 4.5 – The site with garden furniture (22/04/2015)

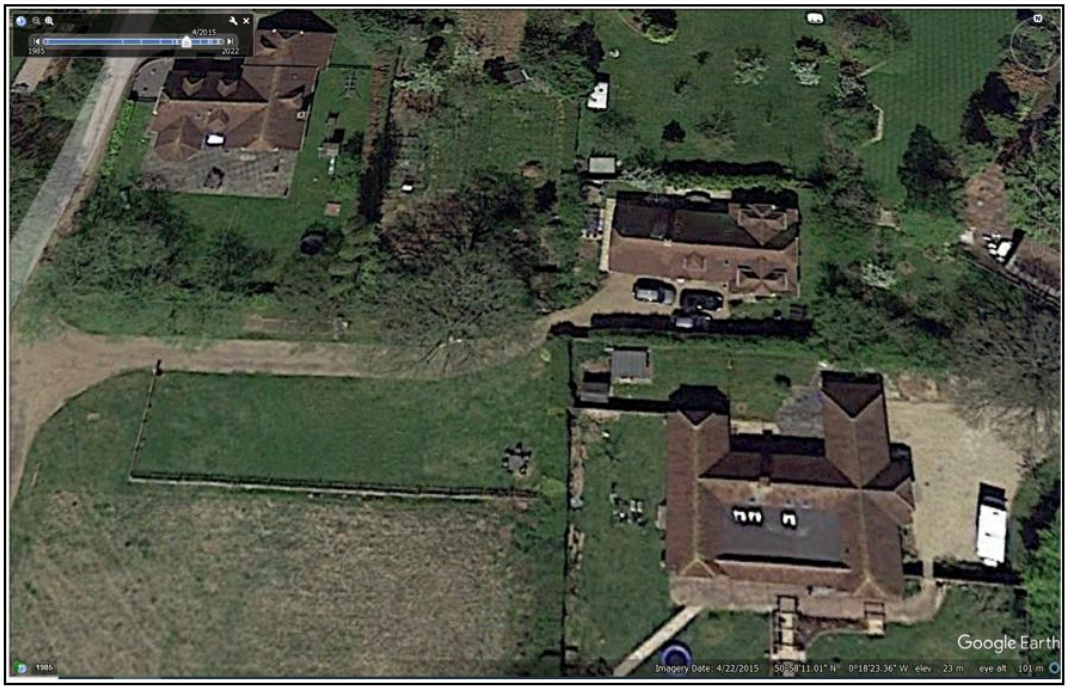


Figure 4.6 – The site with garden furniture (22/04/2015)



4.21 Figure 4.7 shows a more recent photo of the site on 23/04/2020 with the garden furniture still in place and allotments installed to the west.

Figure 4.7 – The site with garden furniture and small allotments installed (23/04/2020)



4.22 Figure 4.8 shows the latest aerial of the site on 23/03/2022 with an additional outbuilding installed alongside the garden furniture still in place and allotments installed to the west. The image clearly shows the fully established perimeter fencing / hedging in place.

Figure 4.8 – The site with garden furniture and small allotments installed and boundary fencing / hedging fully established (23/03/2022)



4.22 These historical images are consistent with the timeline of events noted previously in this chapter and demonstrate that the land has been used as garden land in association with Honeycroft since at least 31/08/2012.

Other Evidence

Statutory Declarations

4.23 We have provided statutory declarations confirming the details we have provided above to reinforce what they have witnessed has occurred on the site. These are provided by Mr Paul Vincent (applicant), [redacted] accompanying this submission. The full statutory declarations are attached in appendix J-L and summarised below.

Mr Paul Vincent (applicant)

4.24 Mr Paul Vincent is the applicant and has been living in Honeycroft since October 2022. Mr Vincent confirms that the field was sold as garden land by the estate agent, and that at the point of sale the field identified as garden land, with a gated driveway, post and rail fence with hedgerow enclosure and garden paraphernalia present. Mr Vincent confirms that he has continued to use the field as garden land.

[redacted]

4.25 [redacted] a neighbour to Mr and Mrs Vincent, whom he has known for 2 years since they moved into Honeycroft. [redacted] has lived at Pemberley, the property to the south-west of the paddock and to the south-west of Honeycroft since 2007.

4.26 [redacted] confirms that he was aware that the field to the south-west of the residential dwelling at Honeycroft has been used continuously as garden land in association with the main dwelling since at least 01/06/2013 after the first occupants moved into the property. [redacted] confirms that the field has been used for no other purpose.

[redacted]

4.27 [redacted] confirms that he has lived in the property known as The Chase since 2004 and has known the Vincent's since they moved into Honeycroft 2 years ago. [redacted] property immediately abuts the field in the ownership of Mr Vincent. He confirms that the field has been used continuously as garden land by the Vincent's and the occupiers of Honeycroft before them, for a period in excess of 10 years. [redacted] confirms that he was aware that the developers proceeded to build the garden land associated with Honeycroft on 01/01/2005 in the field to the south-west of the dwelling known as Honeycroft.

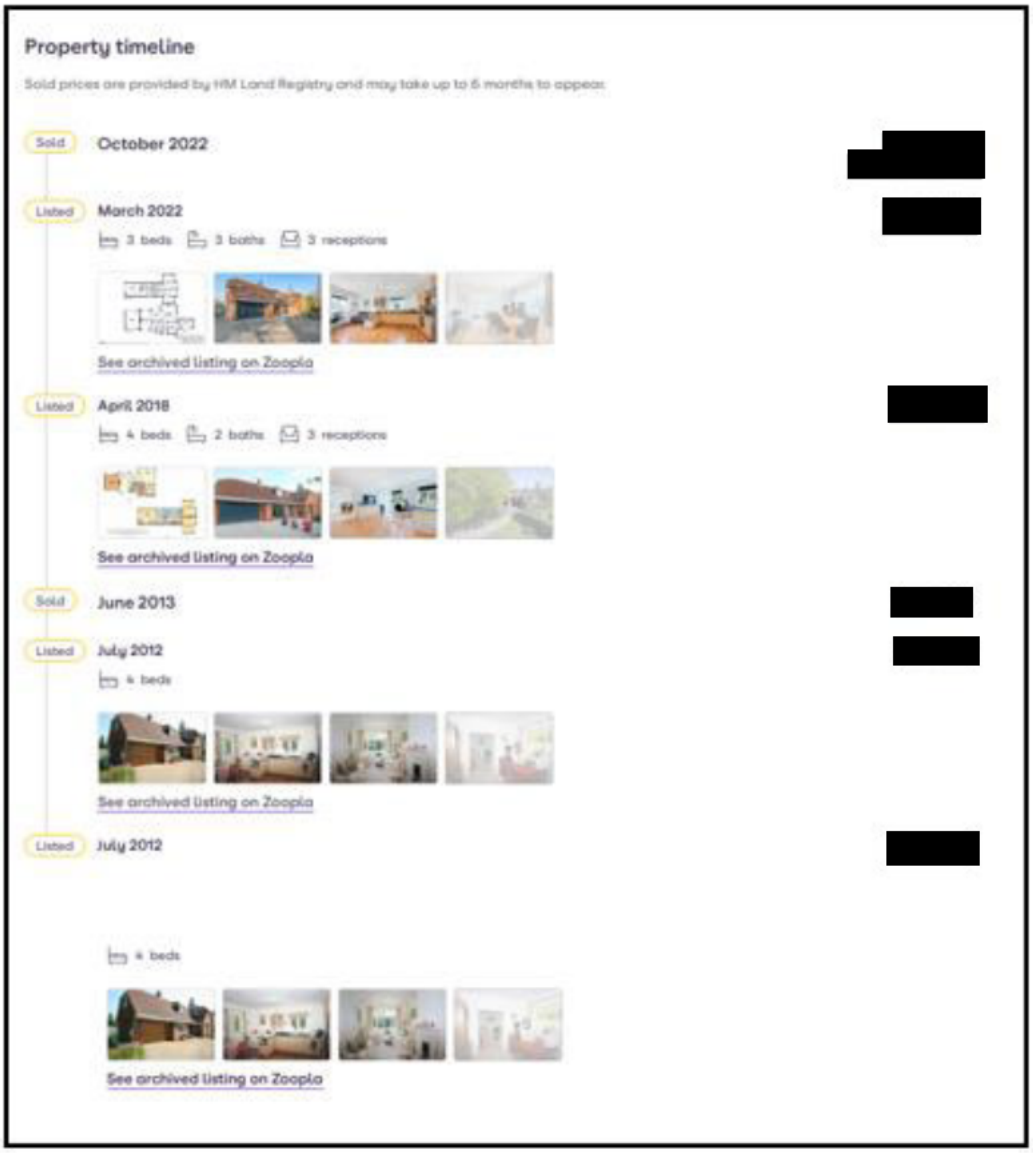
4.28 [redacted] confirms that he was aware that the field to the south-west of the residential dwelling at Honeycroft has been used continuously as garden land in association with the main dwelling since at least 01/06/2013 after the first occupants moved into the property.

Other Evidence

Estate Agency Listing

4.30 The Zoopla estate agency history shows the site at Honeycroft was first listed for sale on July 2012 and sold on July 2013. It was then listed again in April 2018, then again in March 2022 and sold to the applicant in October 2022. The timeline is shown below in figure 4.9.

Figure 4.9 – Estate Agency timeline (source: Zoopla)



4.31 The original July 2012 listing has been attached in appendix M. The photo reel from the listing shows the field being sold as a front garden, showing it as laid to lawn and with boundary fencing. The image from the listing is shown below in figure 4.10. The description in the listing reads;

'Lane to an area of garden with ranch style fencing with a large area of lawn and a driveway to a secluded gravelled courtyard area with high hedges which provides additional parking, further lawn areas.'

Figure 4.10 – Estate Agency photo reel (Source: Zoopla, July 2012)

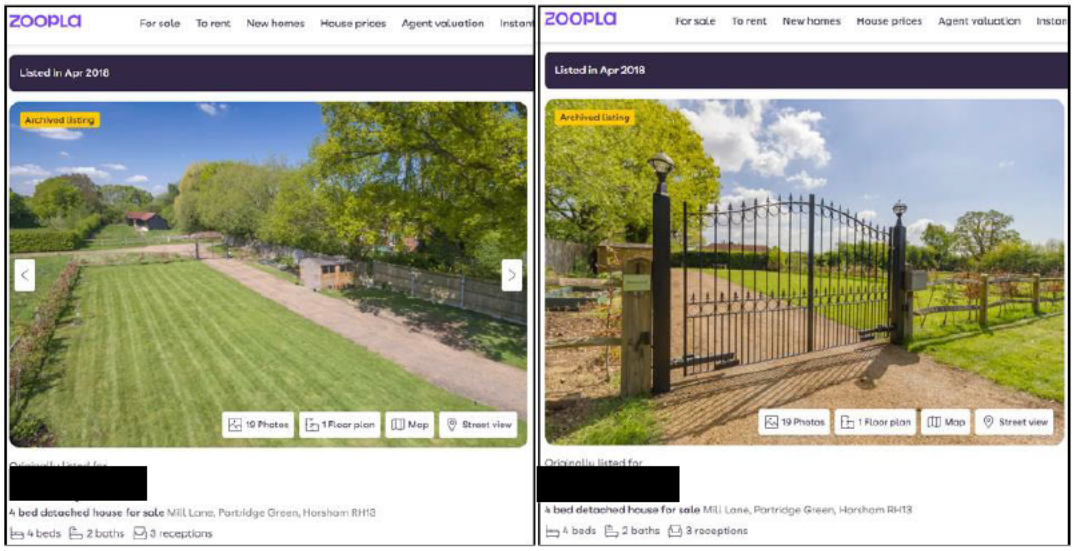


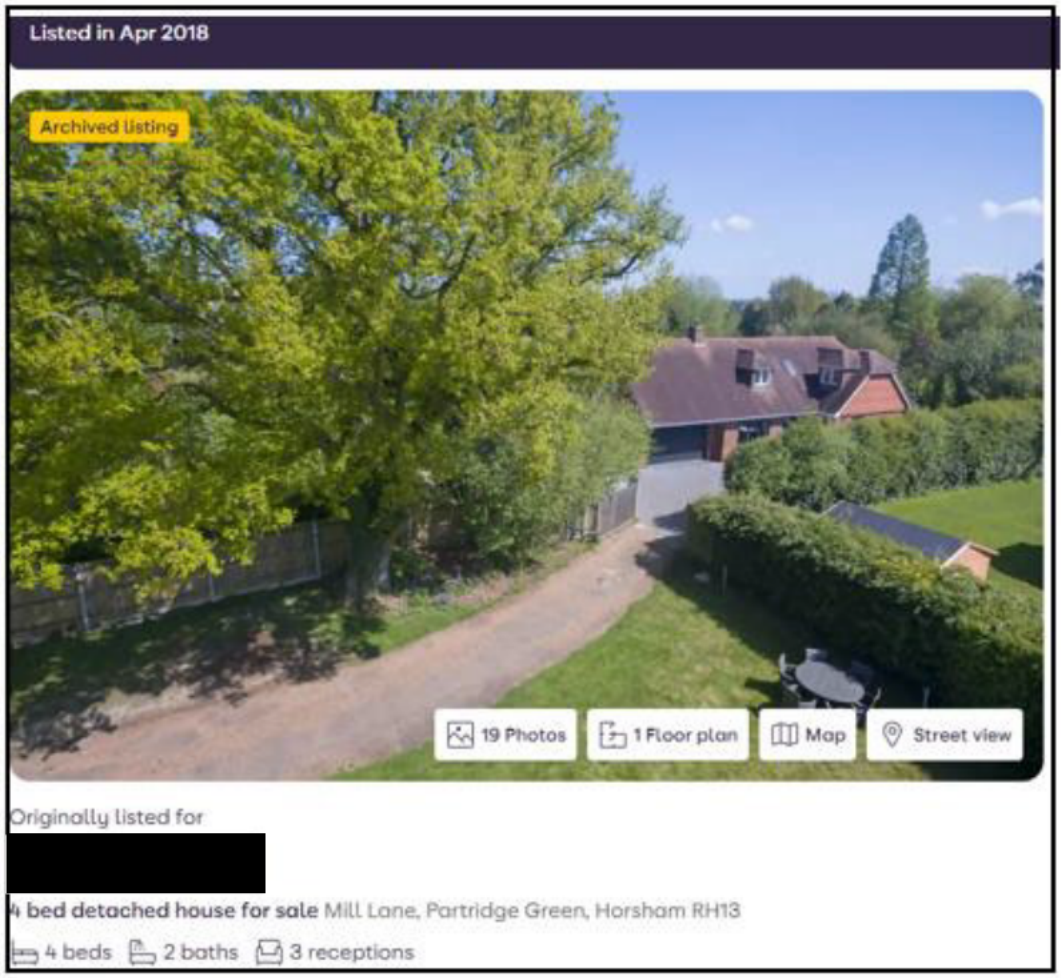
4.32 The April 2018 listing refers to the outside area as follows:

'There is a large, terraced area which enjoys a high degree of privacy and seclusion at the front of the main home…' 'The secluded gardens surround the house, with the main grounds contained by post and rail fencing and electric gates giving access to your own private driveway.'

4.33 Figure 4.11 shows the photo's from the 2018 listing. These clearly show the field laid to lawn, with garden furniture, a shed and allotment area in place, and clearly identified as garden land in association with the dwelling.

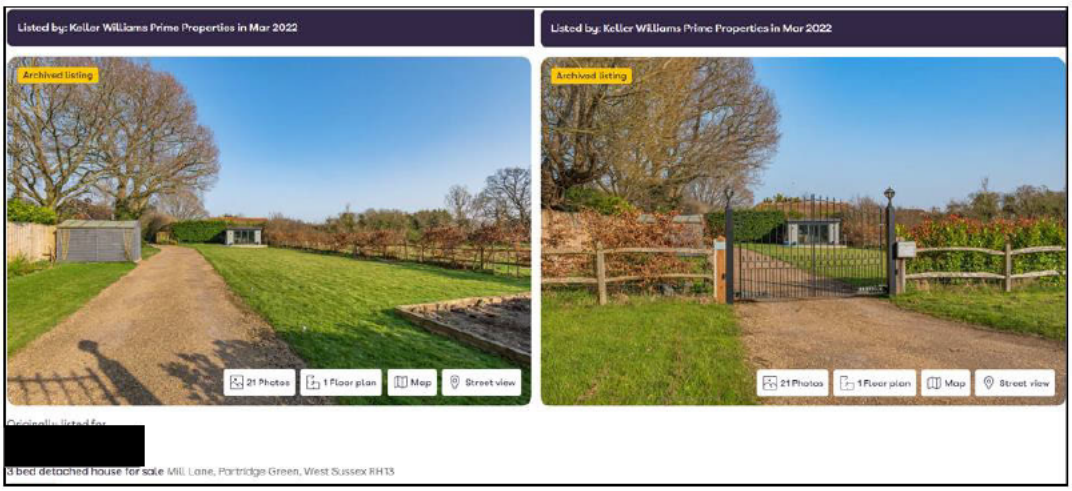
Figure 4.11 – Estate Agency photo reel (Source: Zoopla, April 2018)





4.34 The most recent listing took place in March 2022 before it was sold to the applicant in October 2022. Figure 4.12 shows the photos from the 2018 listing. These continue to show the field laid to lawn, with garden furniture, a shed, outbuilding and allotment area in place, and clearly identified as garden land in association with the dwelling.

Figure 4.12 – Estate Agency photo reel (Source: Zoopla, March 2022)



4.35 The submissions of these supporting estate agency documents demonstrate that the dwelling was first listed in July 2012 with the field identified as garden land. The dwelling was first occupied in June 2013. As such the first date that the field was in use as garden land is taken as 1st June 2013.

4.36 Therefore, the supporting documents demonstrate that the use of the field as garden land in association with the residential dwelling identified as Honeycroft has occurred in a continuous fashion for well in excess of 10 years.

Horsham District Council correspondence

4.37 Early during construction Horsham District Council raised 2 enforcement cases against Delcraven Ltd for failing to adhere to the plans (reference EN/06/0150). However, these were not pursued and HDC have confirmed that the files have been closed. The email exchange dated 04/10/2024 has been attached in appendix B and G. Case Officer [redacted] stated that *'The conclusion of the investigation was that, whilst the new dwelling was not sited correctly and as such was a breach of planning control, enforcement action was not justified as it was not considered expedient to do so'*. As such the file was closed, and the matter was not proceeded with.

4.38 As such the Council concluded that the land is immune from enforcement action in any event.

Conclusions

4.39 This is in excess of the legislation at Section 171B which requires a period of 10 years (use of land) to have lapsed after which enforcement action cannot be taken by the Local Planning Authority.

4.40 The continued use of the land is immune from enforcement action by Horsham District Council in accordance with section 171B of the T&CP Act 1990. Consequently, the use is deemed lawful, and a Certificate of Lawfulness may be issued in accordance with Section 191 of the Town and Country Planning Act 1990.

5. SUMMARY

5.1 Article 39(9) of the Town and Country Planning (Development Management Procedure) (England) Order 2015 states that a local planning authority "may require the applicant to provide such further information as may be specified to enable them to deal with the application". The applicant is keen to ensure that the local planning authority has accurate and complete information, and the local planning authority is welcome to seek clarification on any points raised or request any further information.

5.2 We consider that, on the balance of probabilities, the field at Honeycroft has been in continuous use as garden land for more than 10 years. This application is to make lawful these works which have occurred, and which have been evidenced as such.

5.3 We trust that the detailing and documents presented with this application provides unequivocal evidence of the use and form of the application site and respectfully request that a Certificate of Lawfulness is issued under Section 191 of the Town and Country Planning Act 1990.

Appendix A

Land Registry titles



Appendix B – HDC Confirmation Email

From: Madeleine.Hartley[redacted]
Sent: 04 October 2024 16:51
To: Paul Vincent
Subject: RE: Information regarding EN/06/0150

Further to your email I can also advise that by virtue of the '4-year rule' property owners and landowners gain immunity from planning enforcement action for unauthorised residential development that has been in place for at least four years. As such, given that the development was completed well over 4 years ago, it is now immune from enforcement action in any event.

Kind regards

Madeleine

Madeleine Hartley
Planning Compliance Team Leader

[redacted]

Horsham District Council, Parkside, Chart Way, Horsham, West Sussex RH12 1RL
Telephone: 01403 215100 (calls may be recorded) www.horsham.gov.uk Chief Executive: Jane Eaton

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Please contact us in advance if your email, including any attachments, is going to exceed 30MB.

Appendix C – Map 1 [redacted]



Appendix D – Land south of 2 Mill Lane (Delhome) purchased by Developer (deed)

These are the notes referred to on the following official copy

Title Number [redacted]

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.

/ 9/12/04

THE LAND REGISTRY

LAND REGISTRATION ACT 2002

ADMINISTRATIVE AREA – HORSHAM WEST SUSSEX

TITLE NUMBER [redacted]

PROPERTY – LAND AT THE REAR OF DELLHOLME MILL LANE PARTRIDGE GREEN HORSHAM WEST SUSSEX

DEED OF SURRENDER OF EASEMENT AND MODIFICATION OF COVENANTS

DATED 9 DAY OF December 2004

This Deed is made between (1) [redacted] and Delcraven Ltd registered number 2946308 ("the Company")

1. This Deed is supplemental to a Transfer dated 5 December 2002 made between the parties ("the Transfer")

2. The parties have agreed to vary the terms of the Transfer as follows:-

2 [redacted] agree to the deletion of the covenant contained in Clause 1 of the Transfer on Page 2 Panel 1 3

2.2 In consideration of the amendment agreed in 2.1 above The Company agrees to surrender the easement in respect of drainage contained in the third paragraph of panel 13 of the Transfer

3. The parties hereby request the Chief Land Registrar to note this deed on their respective titles at the Land Registry

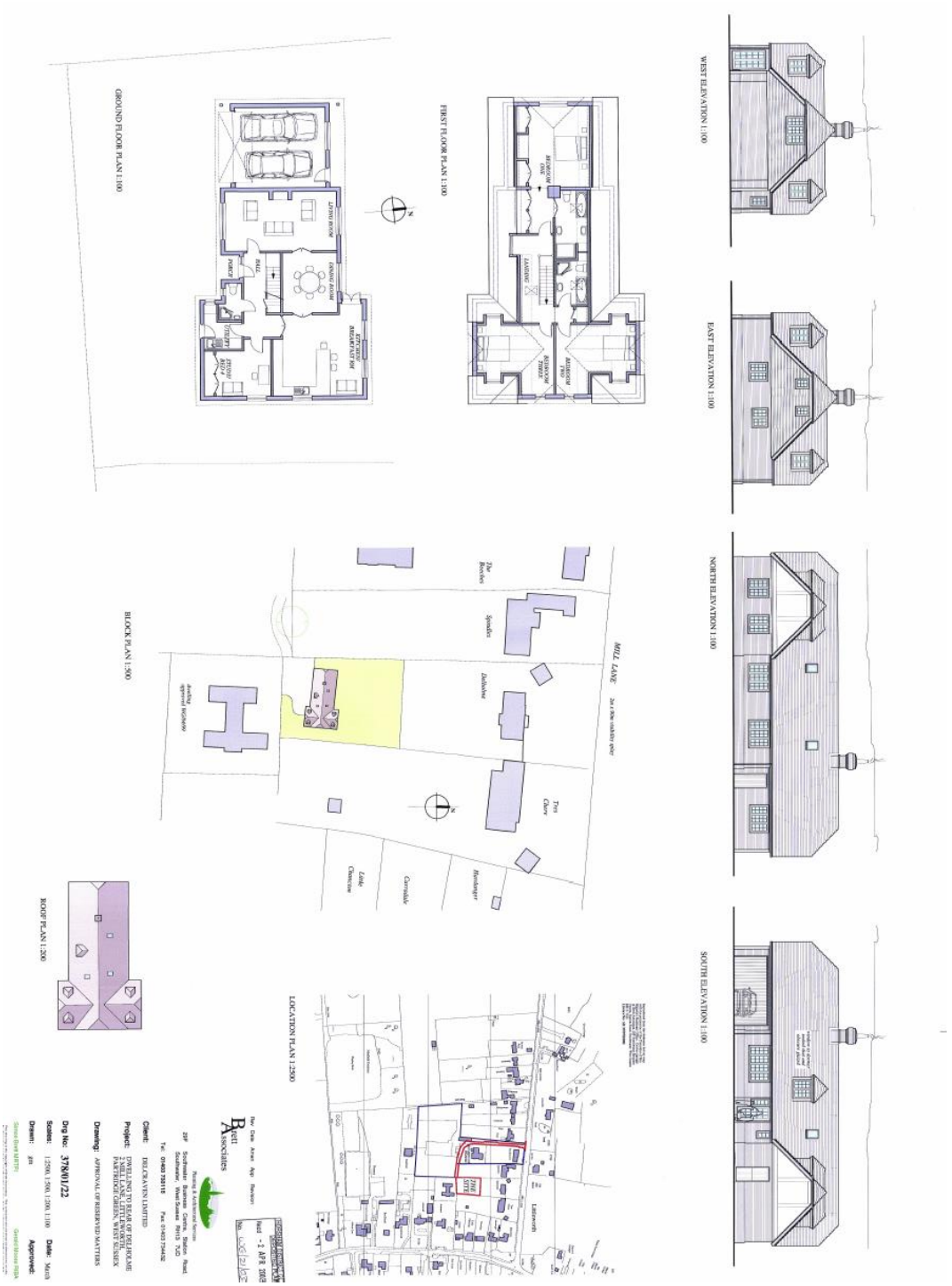
Signed and Delivered as a deed by the said [redacted] and [redacted] the presence of: - [redacted]

DAVID CLARK.
FOURMINSTER
LITTLEWORTH LANE
PARTRIDGE GREEN W SX RH13 8JX
ACCOUNTANT IN PRACTICE

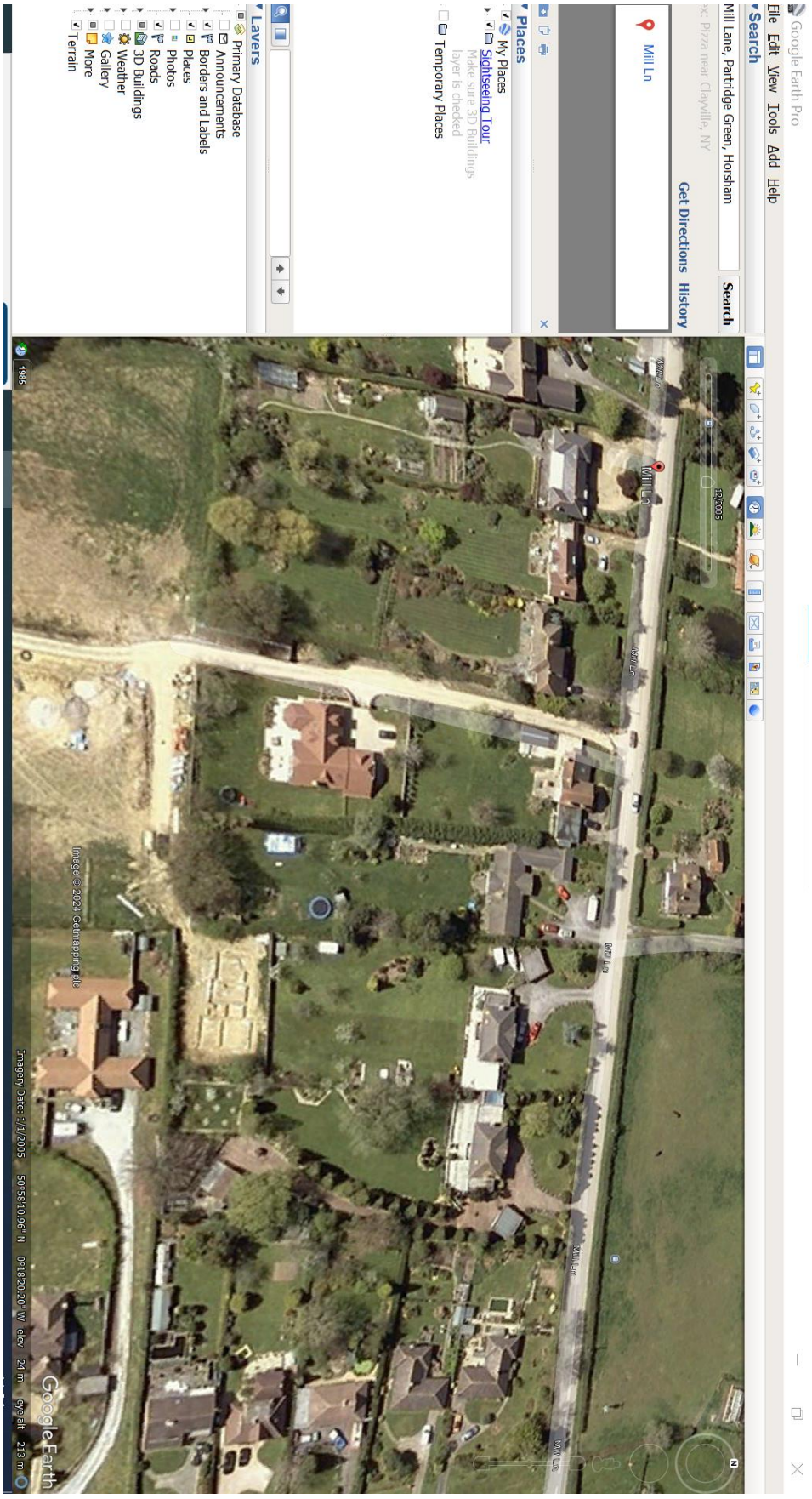
is official copy is incomplete without the preceding notes page.

Signed as a Deed by Delcraven Ltd
Acting by a Director and Secretary [redacted]

Appendix E – Approved block plan WG 21 03



Appendix F – Google earth image of front garden being developed in 2005



Appendix G – HDC Email dated 24/10/2024

RE: Information regarding EN/06/0150

Madeleine.Hartley [redacted]
To Paul Vincent

Reply | Reply All | Forward

Fri 04/10/2024 16:5

From: Madeleine.Hartley [redacted]
Sent: 04 October 2024 16:39
To: Paul Vincent [redacted]
Subject: Information regarding EN/06/0150

Dear Mr Vincent

I refer to your email below, and can advise that this investigation related to the siting of a new dwelling to the rear of Delholme, which it was alleged was not built in accordance with the approved plans.

The conclusion of the investigation was that, whilst the new dwelling was not sited correctly and as such was a breach of planning control, enforcement action was not justified as it was not considered expedient to do so. As such the file was closed, and the matter was not proceeded with.

I hope that this clarifies the situation.

Kind regards

Madeleine

Madeleine Hartley
Planning Compliance Team Leader
[redacted]

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Telephone: 01403 215100 (calls may be recorded) www.horsham.gov.uk Chief Executive: Jane Eaton

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Appendix H – Transfer of Part

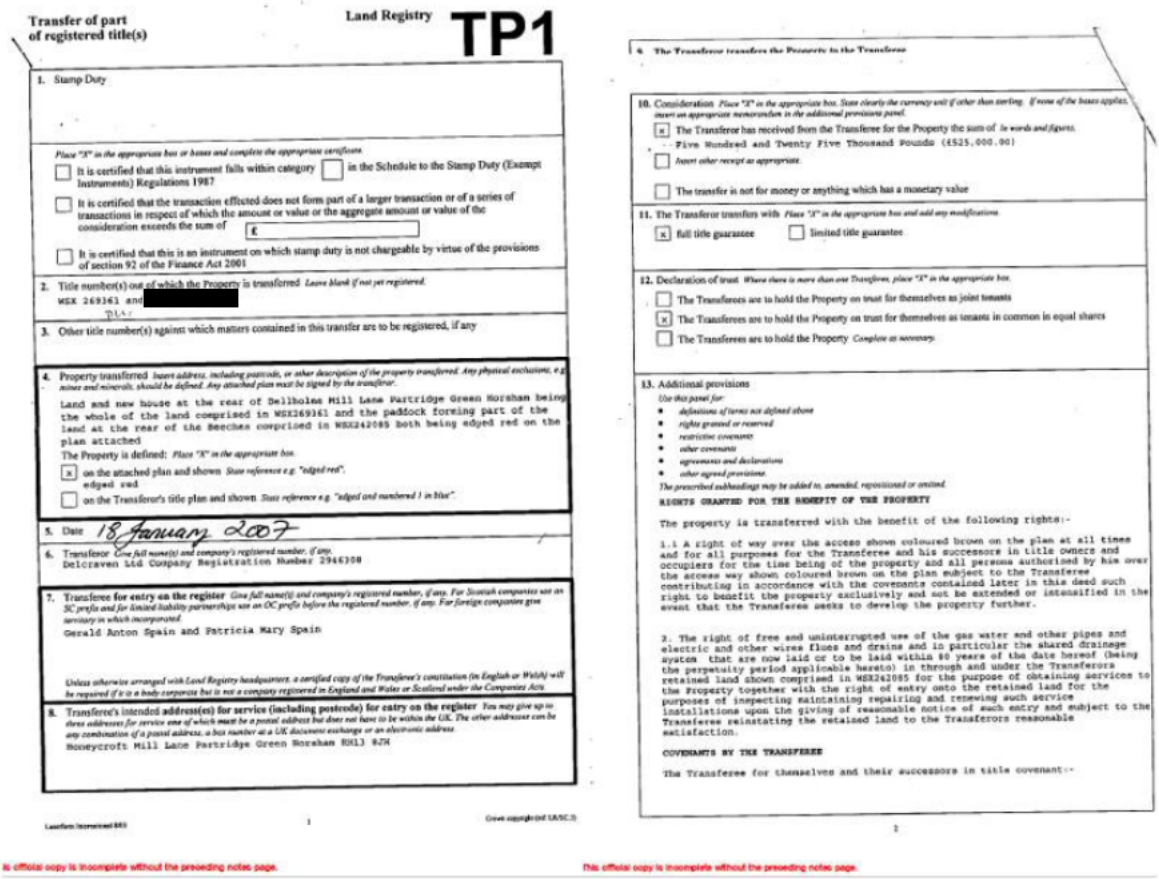
These are the notes referred to on the following official copy

Title Number [redacted]

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.



Transfer of part of registered title(s)

Land Registry **TP1**

1. Stamp Duty

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

☐ It is certified that this instrument falls within category ☐ in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

☐ It is certified that the transaction 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 £

☐ It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title number(s) out of which the Property is transferred *Leave blank if not yet registered.*
WSX 269361 and [redacted]

3. Other title number(s) against which matters contained in this transfer are to be registered, if any

4. Property transferred *Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor.*
Land and new house at the rear of Dellholme Mill Lane Partridge Green Horsham being the whole of the land comprised in WSX269361 and the paddock forming part of the land at the rear of the Beeches comprised in WSX242085 both being edged red on the plan attached
The Property is defined: *Place "X" in the appropriate box.*
☒ on the attached plan and shown *State reference e.g. "edged red".*
edged red
☐ on the Transferor's title plan and shown *State reference e.g. "edged and numbered 1 in blue".*

5. Date 18 January 2007

6. Transferor *Give full name(s) and company's registered number, if any.*
Delcraven Ltd Company Registration Number 2946308

7. Transferee **for entry on the register** *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*
Gerald Anton Spain and Patricia Mary Spain

Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended **address(es) for service (including postcode) for entry on the register** *You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.*
Honeycroft Mill Lane Partridge Green Horsham RH13 8JH

Lasoform Incorporated RH3 1 Crown copyright (ref. UK/SC.3)

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9. The Transferor transfers the Property to the Transferee

10. Consideration *Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.*
☒ The Transferor has received from the Transferee for the Property the sum of *In words and figures.*
Five Hundred and Twenty Five Thousand Pounds (£525,000.00)
☐ *Insert other receipt as appropriate.*
☐ The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with *Place "X" in the appropriate box and add any modifications.*
☒ full title guarantee ☐ limited title guarantee

12. Declaration of trust *Where there is more than one Transferee, place "X" in the appropriate box.*
☐ The Transferees are to hold the Property on trust for themselves as joint tenants
☒ The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares
☐ The Transferees are to hold the Property *Complete as necessary.*

13. Additional provisions
Use this panel for:
- *definitions of terms not defined above*
- *rights granted or reserved*
- *restrictive covenants*
- *other covenants*
- *agreements and declarations*
- *other agreed provisions.*

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

RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY

The property is transferred with the benefit of the following rights:-

1.1 A right of way over the access shown coloured brown on the plan at all times and for all purposes for the Transferee and his successors in title owners and occupiers for the time being of the property and all persons authorised by him over the access way shown coloured brown on the plan subject to the Transferee contributing in accordance with the covenants contained later in this deed such right to benefit the property exclusively and not be extended or intensified in the event that the Transferee seeks to develop the property further.

2. The right of free and uninterrupted use of the gas water and other pipes and electric and other wires flues and drains and in particular the shared drainage system that are now laid or to be laid within 80 years of the date hereof (being the perpetuity period applicable hereto) in through and under the Transferors retained land shown comprised in WSX242085 for the purpose of obtaining services to the Property together with the right of entry onto the retained land for the purposes of inspecting maintaining repairing and renewing such service installations upon the giving of reasonable notice of such entry and subject to the Transferee reinstating the retained land to the Transferors reasonable satisfaction.

COVENANTS BY THE TRANSFEREE

The Transferee for themselves and their successors in title covenant:-

2

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1. to ensure that the right of way granted by this deed is not impeded

2. The Transferee must pay to the Transferor on demand a sum equal to one third of all payments costs and expenses incurred by or on behalf of the Transferor in maintaining the roadway and maintaining the grass verge beside and the shared drainage system in accordance with the provisions of this Transfer any difference between the parties as to such amount to be determined by a single arbitrator.

3. to erect and forever after maintain in a stockproof condition boarded fences along the boundary of the Property between the points marked with an inward facing "T" on the plan

14. Execution *The Transferor must execute this transfer as a deed using the space below. 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 (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

Signed as a deed by Delcraven Ltd acting by a director and its secretary

Sign here [redacted]

Director

[redacted]

Secretary

Signed as a deed by Gerald Anton Spain in the presence of:

Sign here

Signature of witness .....

Name (in BLOCK CAPITALS) .....

Address .....

Signed as a deed by Patricia Mary Spain in the presence of:

Sign here

Signature of witness .....

Name (in BLOCK CAPITALS) .....

Address .....

3

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24.7m
N
Junction with Mill Lane
- ref. WG/42/01
MILL LANE
[redacted]
Tres
Chere
The Beeches
Cotswold
Keys
Spindles
Delholme
Hedgeways
Hardange
Corro
Little
Chancto
dwelling
approved
WG/42/01
19.5m
WSX 269361
PART WSX 242085
39.3 M
Littleworth
Amherst
dwelling approved
WG/84/99
Path (um)
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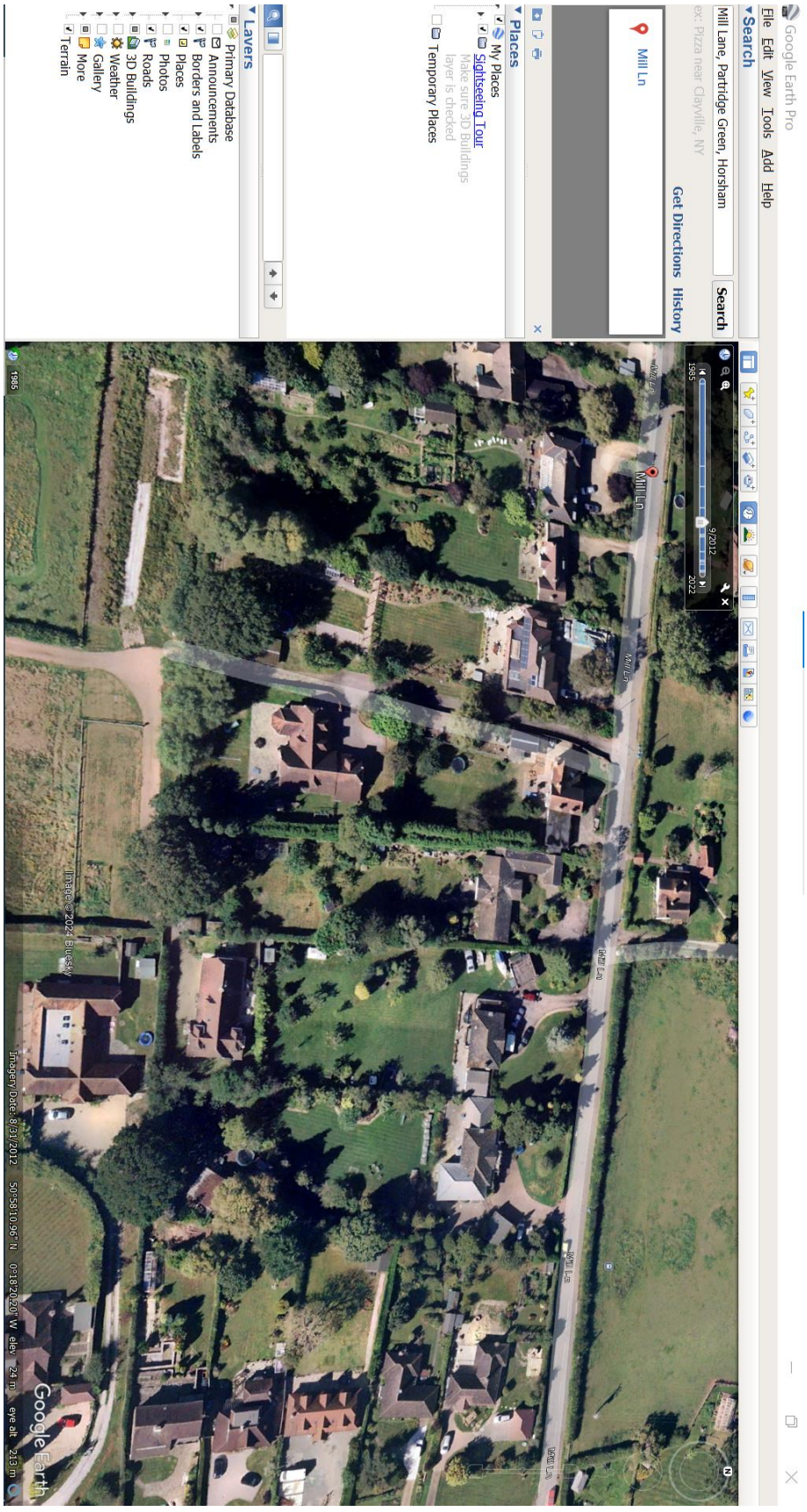
Appendix I – Google Earth Imagery showing Honeycroft built 31/08/2012



Appendix J – Statutory Declaration Mr Paul Vincent

Statutory declaration of Mr. Paul Vincent

I, Mr Paul Vincent, of Honeycroft, Mill Lane, Partridge Green RH13 8JU do solemnly and sincerely declare as follows:

1. I am the owner of Honeycroft and have lived there since purchasing the site on 05 October 2022.

2. I confirm that Honeycroft consists of two land registry titles: the plot immediately surrounding the dwelling [redacted] and the plot consisting of the field to the south-west of the dwelling [redacted]

3. I confirm that the field was sold as garden land associated with Honeycroft when I purchased the property. At the point of sale, the field identified as garden land, with a gated driveway, post and rail fence with hedgerow enclosure and garden paraphernalia. The field had been used as garden land by the previous owners and I have continued to use the field as garden land to the present day.

4. I confirm that I became aware that the residential dwelling known as Honeycroft was not built in accordance with the approved plans under planning reference WG/21/03 which originally proposed the rear garden to be located in the land at Denholme and not in its current location.

5. I confirm that the field has not been used for any purpose other than residential use in association with the dwelling known as Honeycroft.

I make this declaration solemnly and sincerely believing the same to be true by virtue of the Statutory Declarations Act 1835.

Signed [redacted]

Dated 29th November 2024

Declared at:

PLAYERS SOLICITORS

1 MILL LANE RH13 8JU

[redacted] GARY PLAYER – SOLICITOR 29.11.24

Address of Solicitor: 1 MILL LANE RH13 8JU

Date: 29.11.24

Signature: [redacted]

Print Name: GARY PLAYER

Appendix K – Statutory Declaration [redacted]

Statutory declaration [redacted]

[redacted] Pemberley, Mill Lane, Partridge Green RH13 8JU do solemnly and sincerely declare as follows:

1. I am a neighbour to Mr and Mrs Vincent, whom I have known for 2 years since they moved into Honeycroft.

2. I have occupied the residential building identified as Pemberley to the south-west of Honeycroft since June 2007.

3. I confirm that I am aware that the field to the south-west of the residential dwelling at Honeycroft has been used continuously as garden land in association with the main dwelling since at least 01/06/2013 after the first occupants moved into the property.

4. I confirm that the field has not been used for any purpose other than residential use in association with the dwelling known as Honeycroft.

I make this declaration solemnly and sincerely believing the same to be true by virtue of the Statutory Declarations Act 1835.

Signed [redacted]

Dated [redacted] 29/11/24

Declared at:

PLAYERS SOLICITORS - 1 MILL LANE RH13 8JU

Address of Solicitor: 1 MILL LANE RH13 8JU

Date: 29.11.24

Signature: [redacted]

Print Name: GARY PLAYER - SOLICITOR

Appendix L – Statutory Declaration [redacted]

Statutory declaration [redacted]

[redacted] The Chase, Mill Lane, Partridge Green RH13 8JU do solemnly and sincerely declare as follows:

1. I am a neighbour to Mr and Mrs Vincent, whom I have known for 2 years since they moved into Honeycroft.

2. I have occupied the residential building identified as The Chase to the north of the field owned by the occupiers of Honeycroft since July 2004. The land identified in the field immediately borders my rear garden.

3. I confirm that I was aware that the developers proceeded to build the garden land associated with Honeycroft on 01/01/2005 in the field to the south west of the dwelling known as Honeycroft.

4. I confirm that I was aware that the residential dwelling known as Honeycroft was not built in accordance with the approved plans under planning reference WG/21/03 which originally proposed the rear garden to be located in the land at Denholme.

5. I confirm that I am aware that the field to the south-west of the residential dwelling at Honeycroft has been used continuously as garden land in association with the main dwelling at least 01/06/2013 after the first occupants moved into the property.

6. I confirm that the field has not been used for any purpose other than residential use in association with the dwelling known as Honeycroft.

I make this declaration solemnly and sincerely believing the same to be true by virtue of the Statutory Declarations Act 1835.

Signed [redacted]

Dated 29/11/24

Declared at:

PLAYERS SOLICITORS

[redacted] LANE RH13 8JU

[redacted] GARY PLAYER SOLICITOR 29.11.24

Address of Solicitor: 1 MILL LANE RH13 8JU

Date: 29.11.24

Signature: [redacted]

Print Name: GARY PLAYER

Appendix M – Estate Agency Listing July 2012

ZOOPLA

Menu | My Home | Saved | Account

Listed in Jul 2012



9 Photos | Map | Street view

Originally listed for

[redacted]

4 bed detached house for sale Mill Lane, Littleworth RH13

Freehold

4 beds

About this property

We don't have the agent's information for this property
But we can help you find agents who sell similar properties.

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comprehnsive shopping facilities, library, health centre and sports centre and to the town centres of Horsham and Brighton. Mainline railway stations are available at Hassocks, Horsham or Haywards Heath. The main town centres of Brighton, Crawley, London and Gatwick International Airport are accessible via the A24, A23/M23.

Description: This spacious detached chalet style property was built about 5 years ago and is situated in a tucked away location off Mill Lane. The property was built to a high standard with many excellent features with high ceilings to the ground floor and good sized rooms. The property also benefits from a ground floor bedroom with adjacent shower room. There is a good size hall, a lovely through sitting room with a feature fireplace and doors to a dining room. The spacious kitchen/family room is a particular feature of the property and there is a separate utility room. Stairs lead from the hall to the galleried landing with a master bedroom off with wardrobes and an en-suite bathroom with bath and shower. There are two further double bedrooms with wardrobes and a family bathroom also with a bath and shower.

Viewing is highly recommended by the vendors sole agent

The accommodation with approximate room sizes is as follows:
Recessed entrance porch: Outside light and wooden door with double-glazed side panel leading to:

Entrance hall: Radiator, wood flooring, coved ceiling with recessed lighting, smoke alarm, understairs cupboard and central heating thermostat.

Cloak/shower room: Half tiled comprising low-level close coupled w.c. And wash hand basin with mixer tap, fully tiled shower cubicle with fitted shower and door, tiled flooring, strip light/shaver socket, mirror, ladder style towel rail, coved ceiling with recessed lighting and double-glazed window.

Sitting room: 22' 6 x 12' 0 (6.86m x 3.66m) light double aspect room with double-glazed windows to front and rear, feature Italian fireplace with matching hearth and mantelpiece with inset gas fire, two radiators, telephone and t.v. Aerial point, double doors to:

Dining room: 12' 6 x 11' 3 (3.81m x 3.43m) double-glazed window overlooking rear garden, radiator, coved ceiling with recessed lighting. Door to:

We don't have the agent's information for this property
But we can help you find agents who sell similar properties.

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stainless steel sink unit with mixer tap and single drainer, built-in concealed dishwasher, Neff five ring gas hob with electric oven under and extractor fan above, American style fridge/freezer with drinks dispenser, matching range of eye-level units - one with glazed doors. Breakfast bar with cupboard at the end and built-in wine rack.

Utility room: double-glazed window and door to garden, stainless steel sink unit with mixer tap and drainer set in worksurface with cupboard under with space and plumbing under for washing machine and space for fridge, Potterton gas fired boiler supplying domestic water and central heating, wall cupboard and tiled flooring.

Bedroom 4/study 11' 3 x 11' 0 (3.43m x 3.35m) double-glazed window, radiator, coved ceiling, telephone and t.v. Aerial point, two double built-in wardrobes with hanging rails and shelves.

From the entrance hall and attractive staircase leads to:

Galleried landing: Double-glazed window and velux window, radiator, recessed lighting and smoke alarm.

Bedroom 1: 22' 0 x 13' 6 (6.71m x 4.11m) a lovely room with double-glazed window, radiator, four double wardrobe cupboards with hanging rails and shelving, recessed lighting, telephone and t.v. Point. Door to:

En-suite bathroom: Panelled bath with mixer tap, fully tiled shower cubicle with fitted shower and door, low-level w.c., pedestal wash hand basin, half tiled walls, ladder style towel rail, tiled flooring and velux window.
bedroom 2 15' 3 x 14' 9 (4.65m x 4.50m) double aspect with three double-glazed windows, two radiators, built-in double wardrobe cupboard with hanging rail and shelf.

Bedroom 3 14' 6 x 14' 0 (4.42m x 4.27m) double aspect with three double-glazed windows, two radiators, double wardrobe cupboard with hanging rail and shelf.

Family bathroom: Part tiled comprising panelled bath with mixer tap, fully tiled shower cubicle with fitted shower and door, low-level close coupled w.c., pedestal wash hand basin, ladder style towel rail, ladders style towel rail, shaver/strip light, tiled floor and velux window.

Outside:

We don't have the agent's information for this property
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Lane to an area of garden with ranch style fencing with a large area of lawn and a driveway to a secluded gravelled courtyard area with high hedges which provides additional parking, further lawn areas. To the rear is a well enclosed sun terrace and a further area of garden to the side with flower bed and greenhouse, outside lights and water tap. The property is well enclosed by fencing and mature hedging.

Hide full description

Local area information



Christs Hospital	6.1 miles
Horsham	6.7 miles
Billingshurst	7 miles
Littlehaven	7.6 miles

Schools

Jolesfield CofE Primary School Age: 5 - 11 Ofsted: Good	0.5 miles
St Peter's CofE (Aided) Primary School Age: 4 - 11 Ofsted: Good	2 miles

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