
From: planningcomments@highpeak.gov.uk
Sent: 16 March 2018 13:32
To: Planning Comments (HPBC)
Subject: Comment Received from Public Access

Application Reference No. : HPK/2018/0087 Site Address: 3 The Risings Godward Road New Mills Derbyshire SK22 3DJ High Peak

Comments by: Patricia A. Vigerstaff

From:

5
Broadhey View
Eaves Knoll
New Mills
Derbyshire
SK22 3DE

Phone:

Email:

Submission: Objection

Comments: Patricia A. Vigerstaff

5 Broadhey View

Eaves Knoll

New Mills

High Peak

SK22 3DE

Friday, 16 March 2018

To whom it may concern.

High Peak Borough Council

Planning Application Number HPK/2018/0087 Planning Application Number HPK/2018/0111

Thomas Ogden

3 The Risings,

Godward Road

New Mills

SK22

The change of use application by Thomas Ogden appertains to land that is currently and has been and was Designated as a Children's Play Area by the Derbyshire County Council, County Offices, Matlock under the auspices of the;

ORIGINAL PLANNING PERMISSION -Derbyshire County Council Town and Country Planning Act 1971

Town and Country Planning General Regulations 1976

The Derbyshire County Council submission dated 24th August 1988 - Office Code No 027089 in respect of proposed residential development [up to 20 dwellings] on land on the north side of Godward Road, New Mills.

The Deemed planning permission for the benefit of land and date of issue 26th October 1988.

I ask you to take note of the immediate described conditions of that Planning Permission and in particular Clause No 8 therein and as copied from the deeds of my house and re-written below;

The development shall make provision for a children's play area to a standard of 1.5 acres per 1000 population or such lower standard as may be agreed in writing by the Local Planning Authority. This facility shall be made available for use within six months of the first dwelling being occupied and that area shall not thereafter be used for any purpose than as a play area.

HM LAND REGISTRY - Brock Plc
Land Registration Acts 1925 to 1971

TRANSFER OF PART IMPOSING FRESH RESTRICTIVE COVENANTS

COUNTY: Derbyshire
DISTRICT: High Peak
TITLE NUMBER: DY193360
PROPERTY: Plot No 3 - No5 Broadhey View, New Mills
Date: 24th September 1993

Deed of Transfer between Brock Plc and LE & PA Vigerstaff:
Clause No 1: IN consideration

Together with the rights set out in the First Schedule hereto and EXCEPTED AND RESERVED the rights and other matters set out in the SECOND SCHEDULE hereto and SUBJECT TO THE COVENANTS AND CONDITIONS

Clause No 2: IN this transfer

[1] the expressions

[a] the premises shall mean all and any part of the land hereby transferred as the context shall permit.

[b] the Estate shall mean all the land in respect of which the Vendor is or was the registered proprietor under the above title number.

[c] the Perpetuity Period shall mean the period of eighty years from the date hereof [which said period] shall be the perpetuity period applicable to this deed.

THE HOUSE DEEDS - Third Schedule

[1] Not to carry on upon the said premises or any building erected or to be erected thereon any trade or business or manufacture and not to do or permit to be done anything which may be or become or develop into a nuisance or damage or annoyance or disturbance to the Vendor or to the owner or occupiers of any adjoining or neighbouring land.

My arguments are as follows;

The DESIGNATED CHILDRENS PLAY AREA was designated as such in the original Planning Permission as gained by Brock Plc in 1988. This permission being subject to and defined 'as thereafter' which means 'forever' or at least is defined as 'in perpetuity for a minimum time period of eighty years' from that date.

The DESIGNATED CHILDRENS PLAY AREA as we can see in the LAND REGISTRY document Title No DY248020 Plan, one can assume, is and will be attached to the roadway and pavement when transferred in the road adoption procedure. The DESIGNATED CHILDRENS PLAY AREA would be or should be part of the adopted land [and as adopted] by the Local Council in the normal course of events when they transfer ownership of the road.

If it is the case that Brock Plc still have ownership of the DESIGNATED CHILDRENS PLAY AREA then this piece of land ĆIS THEREAFTERĆ or ĆIN PERPETUITYĆ or at least for a minimum of ĆEIGHTY YEARSĆ the land must be kept as was originally stated, as a CHILDRENS PLAY AREA.

The Residents of Broadhey View, [especially numbers 1,3,5 and 7] have, for the past 26 years, kept the The DESIGNATED CHILDRENS PLAY AREA in excellent condition. Either by employing a gardner or by themselves, cutting the grass, weeding and hoeing etc, as and when required.

If it is the case that Thomas Ogden has somehow, and surreptitiously, gained ownership of the DESIGNATED CHILDRENS PLAY AREA, as long as he intends to keep area in the same condition, ie: looked after, tended and unchanged as it has been for the past 25 years and is willing to keep it in the same condition, then i do believe that that would be agreeable to the residents of Broadhey View. If Thomas Ogden wishes to change the use of the DESIGNATED CHILDRENS PLAY AREA and enclose it in his garden, that will not and will never be, an acceptable solution.

The fencing of this DESIGNATED CHILDRENS PLAY AREA, the loss of amenity land plus the erection of a new boundary fence would result in significant visual enclosure and reduction of amenity. Thereby much reducing the pleasant visual impact of Broadhey View and surrounding area, which cumulatively would have an adverse effect on the locale.

Mr Darlings comments [Ref: HPC/2017/0159] with regard to non-compliance with the terms of the planning conditions and as such become time-barred after a period of ten years is incorrect, and unsafe, to say the least.

Brock Plc employed a Gardner by the name of Keith Chatterton over the years of the ongoing development. In the later years Keith was employed by a good number of residents [my self included] who retained his services and jointly paid Keith to cut the grass and generally look after the DESIGNATED CHILDRENS PLAY AREA on a bi-monthly basis. Since Keith has sadly passed, his duties in this area have been taken on by certain residents. In particular Noćs 3 and 7 have kept the area in an excellent and thriving condition. In the 26 years of my wife and I being a resident on Broadhey View the DESIGNATED CHILDRENS PLAY AREA has always been tidy, well kept and joy to behold. Have been in contact with Keith Chattertonćs Daughter who quite often accompanied Keith to help and assist him in his work as a gardner. She is quite willing to give either oral or written evidence of the work carried out by Keith at Broadhey View over the years prior to his demise.

Any work to be carried out from The Risings and NOT Broadhey View.

Why should the residents of Broadhey View have to suffer the noise, the dust and muck and commotion for work being carried out on a house on the Risings. All work on the property should be commenced from The Risings on Godward Road.

An apparent comment by Thomas Ogden Ćbut no children live on Broadhey ViewĆ.

I can assure Thomas Ogden that in the 25 years i have lived on this road there have been a good number of children born and brought up here. Does he think pro-creation starts and stops with himself. Does he think that houses on Broadhey View will not be bought, and sold, by young families.

Reference; Milton Keynes - 05/00534/FUL

CHANGE OF USE FROM AMENITY LAND TO PRIVATE GARDEN AND ERECTION OF BOUNDARY FENCE:

Result: APPLICATION REFUSED:

For the avoidance of doubt and to ensure that one understands my feelings in the matter:

I DO VERY STRONGLY OBJECT TO THE WANTON, UNMITIGATED DESTRUCTION AND ATTEMPTED LAND GRAB OF THE DESIGNATED CHILDRENS PLAY AREA ON BROADHEY VIEW, EAVES KNOLL, NEW MILLS BY THOMAS OGDEN..

Thoughts and suggestions on what is immediately required;

It is not within the bounds of jurisprudence that all actions and judgements can be changed, can be countermanded, by the using the law to best advantage.

If the DESIGNATED CHILDRENS PLAY AREA has been sold to Thomas Ogden this sale should be challenged in a Court of Law and as such, be reversed.

I strongly recommend the creation of the 'Broadhey View Residents Association Limited' whereby each resident being a shareholder in the company, limited by liability to the company only. Said company employs a legal representative, an renowned expert in UK Land and appropriate Law, to challenge any and all changes to the DESIGNATED CHILDRENS PLAY AREA. Whatever those changes maybe, either actual or proposed, either before or after, this and any other event.

The Residents Association sole aim would be to keep the DESIGNATED CHILDRENS PLAY AREA status quo i.e. no changes.

But, if any changes are applied for and granted by the Local Planning Authority and then carried out by Thomas Ogden, the Broadhey View Residents Association Ltd will target any or all of the following three entities as Defendants either as a Class Action and/or jointly, severally or individually;

- 1] Pursue a Cease and Stop Injunction against Thomas Ogden in perpetuity.
- 2] The commencement of legal action against Thomas Ogden for destruction of DCPA.
- 3] The commencement of legal action against Brock Plc for Breach of Contract.
- 4] The commencement of legal action against HPBC for Breach of Contract.

What would be our considered requirement;

- 1] The reinstatement of the DESIGNATED CHILDRENS PLAY AREA as it was before.
- 2] Any and all legal costs paid by the aforementioned Defendants in any and all Actions.
- 3] Compensation for loss of amenity and DESIGNATED CHILDRENS PLAY AREA.
- 4] DCPA Compensation limited to a maximum of 50,000 pounds per shareholder/residence.
- 5] Aggravated Compensation [unlimited].

Sincerely

Patricia A. Vigerstaff