

**Statement of Ann Tompkins on behalf of Ann and Michael Tompkins of
Broadley 30a Edies Lane**

**PLANNING ENFORCEMENT APPEAL APP/D3505/C/253376611 LAND AT 30 EDIES
LANE**

Having only recently seen the documentation listed for this appeal against the Enforcement Notice my husband and I feel we should have the opportunity to refute some of the information.

Curtilage and Land Registry

1. Whilst Land Registry documents do not define curtilage, the Land Registration SK110332 is for the land granted planning permission for residential use in 1990 and was removed from the original Land Registration of SK1314 establishing that no other part of SK1314 was granted permission for residential use and that all parties considered the land defined in the approved application and the Land Registry to be the curtilage of the dwelling house.
2. Much is made of the strip of grassed land between the rear of our property and the woodland having been regularly cut and the conclusion erroneously drawn from this that the land then forms part of the residential garden.
3. A Charge against Land Registration SK1314 stipulates that we, at Broadley no.30a, Land Registration SK166001, have access to the Retained Land of no.30 to maintain our rear fence. There is a clause within our Land Registration SK166001 giving us that Right of Access. Edna Randall, the previous owner of no. 30 was always considerate to her neighbours and we believe it was necessary that this land be mown in order to facilitate our Right of Access. Willis Proof Pt2 compressed part 1 refers to this with Mrs Randall confirming that the right "has been exercised only once when they wanted to install a rabbit proof fence." We often saw many rabbits in the land to the rear of our garden, but sadly, since the land clearance by the appellants all the wildlife that appeared out of the undergrowth of the woodland to the rear of our garden, rabbits, pheasants, squirrels, muntjac, have now disappeared.
4. The positioning of the shed prevents us being able to exercise this Right of Access, as will the "landscaping" that has already been planted.
5. When Edna Randall, the previous landowner, sold her ride-on lawnmower our gardener cut the grass for her. He did this regularly from 5th April 2023 until 17th August 2024. He was only able to cut a width of about 5 metres behind our property, narrowing as he cut behind part of Kinnegar next door. He could not cut wider or beyond this because of all the brambles and undergrowth.
6. The brambles and undergrowth beyond the 5 metre strip were well established when we moved in to 30a in 2015 as can be seen from the photos.
7. In Appendix 10 of the Appellants statement of case you can see that the grass cutting did not go beyond Kinnegar.
8. The area cut would not be accurately described as "garden lawn" as the rabbits created numerous holes in it.
9. During the time that we have lived here (since 2015) we have never witnessed any "residential garden activity" other than the grass cutting, as described above. There were no planted areas needing maintenance. The only human activity witnessed by us during this time was the grass cutting.

10. Due to the extent of the undergrowth and brambles it would have been almost impossible to walk beyond the area of grass cut. Only since the appellants moved in has there been any other activity involving the clearance of the land, planting of some small shrubs along our boundary and the building of the shed and the outbuilding.

PCN Response

1. Whilst we are aware that the vehicular access is not included within the Enforcement Notice, In the PCN response to questions P and Q it is stated “the permeable drive constriction (sic) is hardcore, geotextile membrane and gravel” and “all existing surface water drains into the existing ground within the site.”
2. This is not correct as during its construction in October/November a layer of compacted planings, with a layer of compacted soil on top, was also used. When compacted any residual bitumen in the planings will bind together to create a dense impermeable layer. The appellants were requested in the Pre-Application Enquiry DC/25/00813 to only use porous surfacing material “to limit the implications on the area at high risk of surface water flooding.” See attached photos.
3. In January our garden adjacent to the access road flooded, the 1st time since we’ve lived here. See attached photos.
4. The appellants were also advised in the Pre-Application Enquiry that the storage barn was not considered to be within the residential curtilage and a full planning application would be required.
5. As a result of contacting the Willisises re the flooding, in the morning Yasemin Willis tells me the outbuilding is for a changing room for a proposed swimming pool and in the afternoon Adam Willis tells my husband, Michael, that the vehicular access to the outbuilding has to be substantial as he will be wanting to bring home industrial catering ovens, which are extremely heavy, to “tinker with”.

Harm arising from the Development

1. In the Appellants Final Comments it is stated “It is an established principle of planning law that there must be some harm arising from the development to withhold consent”. We certainly believe this to be the case.
2. In the Appellants Final Comments it also states “The appellants do not consider that there is, or will be, a material / and or an unacceptable visual impact form(sic) the outbuilding / structure” We most definitely disagree with this statement.
3. Once completed we believe there will be a loss of sunlight. It is situated immediately to the south of our garden and it’s quite obvious that it will cast shadow of an extent unknown until the building is completed.

Ann Tompkins