

Dear Sir/Madam

Planning Application PL/2023/10332 – Legal Restriction of Access

Detailed objections have already been submitted on my behalf in respect of the above application for an 80 ha solar farm at Potterne Park Farm. However, a legal issue has arisen regarding the ability of the applicants to implement this proposed scheme, particularly as regards delivery of materials to the site during the construction phase but also subsequently when regular maintenance is required .

In this respect, I note that the submitted documentation shows the redline area extending northwards from the main body of the site to Stroud Hill Lane via Potterne Park Farm Lane , presumably to demonstrate that the adequate access can be achieved for delivery and construction purposes. This point is confirmed in Section 4.5 of the Design Access Statement which indicates that construction vehicles will use this point of access. This is repeated in the Construction Traffic Management Plan (see Figure 2.1 and Para 2.2.3) which also identifies the amount and scale of HGVs and other traffic using this access way.

However, it has come to our attention that the Land Registry documents dealing with Potterne Park Farm include a restriction on the use of this access way originally imposed in 1975. This restriction on the type of traffic which can utilise this access way is repeated in the 1991 registration with the current owner, Mr Phillip Abbatt. It can be seen from paragraph 1 of the First Schedule (see attached) that the traffic on the roadway is specifically restricted to “private residential purposes only”. It should also be noted that a significant section of this same roadway also forms part of public right of way (POTT4) and is utilised regularly by pedestrians for access to the wider footpath network. In our opinion, the use of this accessway for construction vehicles for a solar farm does not comply with this restriction in anyway at all. Needless to say none of the submitted documents accompanying the application recognise this impediment to the proposed construction of the solar farm.

To date we have not managed to identify any further changes to this restriction in the Land Registry records and therefore it is assumed that neither Mr Abbatt nor the applicants can actually legally access the site with construction vehicles for non-residential purposes. Given this situation, it remains extremely doubtful whether the proposed scheme is implementable, and this should be drawn to members attention unless and until the applicant can demonstrate otherwise. Please rest assured that the local community would take legal action in the form of an injunction, should the applicants decide to ignore the Restriction on the type of traffic using this road, specifically for the benefit of potential footpath users. In our opinion, this legal restriction means that the proposed solar farm site is effectively landlocked and cannot be properly accessed for construction purposes. However, for the record, it should also be noted that it cannot be accessed for subsequent maintenance purposes either, according to the precise terms of the restriction.

I trust that you will draw this matter to the attention of members in your report, as it would be unwise to countenance approval of a scheme, which will be difficult, if not impossible, to implement.

Best regards

Steve Holt

Potterne Solar Action Group

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.



# Official copy of register of title

Title number WT107073

Edition date 14.11.2023

- This official copy shows the entries on the register of title on 04 DEC 2023 at 16:51:54.
- 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 12 Feb 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Weymouth Office.

## A: Property Register

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

WILTSHIRE

- 1 (24.10.1991) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Potterne Park Farm, Potterne Wick, Potterne, Devizes (SN10 5QT).
- 2 (24.10.1991) The land has the benefit of the rights granted by a Deed dated 24 June 1954 made between (1) Michael Stancomb and (2) George William Pottow as varied by an Agreement endorsed thereon.

*NOTE: Original filed.*

- 3 (24.10.1991) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of Potterne Park Cottages comprising part of the land tinted green on the filed plan dated 13 March 1975 made between (1) The Honourable George Edward Lopes (Vendor) and (2) Charles Aloysius Quest-Ritson (Purchaser):-

"TOGETHER WITH the easements rights privileges and advantages more particularly set out in the First Schedule hereto for the benefit of the Purchaser and his successors in title the owners and occupiers for the time being of the property and his or their visitors and licensees but EXCEPTING AND RESERVING unto the Vendor and his successors in title the owners and occupiers for the time being of the Vendor's adjoining property as the same is delineated on the plan annexed hereto Numbered 2 and thereon edged green (hereinafter called "the adjoining propety") all easements rights privileges and advantages over the property as would by virtue of Section 62 of the Law of Property Act 1925 have passed on a Conveyance of the Vendor's adjoining or neighbouring land if the same had been executed one day prior to the date hereof"

NOTE 1: The land in this title comprises part of the land edged green on the plan No.2 referred to

NOTE 2: The roadway coloured blue on plan No.3 referred to is hatched blue on the filed plan

NOTE 3: The Deed of Easement referred to in clause 6 of the First Schedule is the Deed dated 24 June 1954 referred to above

## A: Property Register continued

*NOTE 4: Copy plan filed.*

- 4 (24.10.1991) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of The Gables comprising part of the land tinted green on the filed plan dated 4 September 1975 made between (1) The Honourable George Edward Lopes (Vendor) and (2) Michael Victor John Matcham and Gillian Mary Matcham (Purchasers):-

"TOGETHER WITH the easements rights privileges and advantages more particularly set out in the First Schedule hereto for the benefit of the Purchasers and their successors in title the owners and occupiers for the time being of the property and their respective visitors and licensees but EXCEPTING AND RESERVING unto the Vendor and his successors in title the owners and occupiers for the time being of the Vendor's adjoining property known as Potterne Park Farm as the same is delineated on the plan annexed hereto Numbered 2 and thereon edged green all rights of drainage light air and water and all liberties privileges and advantages now used or enjoyed (whether as easements quasi-easements or otherwise and whether or not continuous apparent or reasonably necessary) with the said adjoining property

### THE FIRST SCHEDULE

(Easements, Rights Privileges and Advantages granted to the Purchasers)

1. The right in common with the Vendor and all others so entitled to pass and repass with or without vehicles and animals over and along the roadway delineated on the Plan Numbered 3 annexed hereto and thereon coloured blue for the purpose only of access to and egress from the property for private residential purposes only subject to the Purchasers and their successors in title paying and contributing to the Vendor and his successors in title the owners of the said roadway for and towards the maintenance and repair of the said roadway yearly in arrear on the third day of September in each year the yearly sum of twenty pounds

2. The right to use the pipe shown coloured yellow on the plan attached to the Deed of Easement referred to in Clause 1 of this Conveyance and the right to use all pipes wires and cables which now exist and serve the property (and to make connections with such pipes wires and cables which shall within 80 years of the date hereof be constructed or laid in replacement therefor) in on over or under the adjoining property of the Vendor or the roadway referred to in this Schedule together with the right (subject to the Purchasers first obtaining the consent of the relevant statutory authorities) to lay or erect within 21 years of the date hereof and thereafter to maintain a cable for the provision of a telephone service to the property together with the right to enter onto the said adjoining property or such roadway for the purpose of inspecting cleansing repairing maintaining and renewing the said pipes wires and cables (the consent of the Vendor having first been obtained, which consent shall not be unreasonably withheld) causing as little damage as possible and making good or paying reasonable compensation for all damage done or caused thereby

3. The right (if and so far as the Vendor can grant the same) to drain effluent from the septic tank shown on the said Plan Numbered 1 through the existing drain together with a right to come on to so much of the adjoining land of the Vendor (on giving reasonable notice except in the case of emergency) as is reasonably necessary for the purpose of inspecting cleaning maintaining repairing reinstating and renewing the said drain the Purchasers and their successors in title doing as little damage as possible and making good or paying full compensation for all damage which may be done

4. The right (if the same is reasonably required) i to drain storm water from the property to the adjoining property of the Vendor through the existing soakaways or any future soakaways which may be constructed during the period of 80 years from the date hereof which shall be the perpetuity period applicable hereto"

NOTE 1: The land in this title comprises part of the land edged green

## A: Property Register continued

on plan No.2 referred to

NOTE 2: The roadway coloured blue on plan No.3 referred to is hatched blue on the filed plan

NOTE 3: The Deed of Easement referred to in clause 2 of the First Schedule is the Deed dated 24 June 1954 referred to above

NOTE 4: The septic tank referred to in clause 3 of the First Schedule is shown on plan No.1 to the Conveyance dated 13 March 1975 referred to above.

- 5 (24.10.1991) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of land adjoining The Gables and comprising part of the land tinted green on the filed plan dated 1 May 1986 made between (1) The Honourable George Edward Lopes (Vendor) and (2) John George Bigglestone and Annette Vivian Bigglestone:-

"TOGETHER WITH the easements rights privileges and advantages more particularly set out in the First Schedule hereto for the benefit of the Purchasers and their successors in title the owners and occupiers for the time being of the property and their respective visitors and licencees but EXCEPTING AND RESERVING unto the Vendor and his successors in title the owners and occupiers for the time being of the Vendor's adjoining property known as Potterne Park Farm as the same is delineated on the plan annexed hereto Numbered 2 and thereon edged green all rights of drainage light air and water and all liberties privileges and advantages now used or enjoyed (whether as easements quasi-easements or otherwise and whether or not continuous apparent or reasonably necessary) with the said adjoining property

THE FIRST SCHEDULE above referred to

(Easements Rights Privileges and Advantages  
granted to the Purchasers)

1. The right in common with the Vendor and all others so entitled to pass and repass with or without vehicles and animals over and along the roadway delineated on the plan Numbered 3 annexed hereto and thereon coloured blue for the purpose only of access to and egress from the property for private residential purposes only

2. The right to use the pipe shown coloured yellow on the plan attached to the Deed of Easement referred to in Clause 1 of this Conveyance and the right to use all pipes wires and cables which now exist and serve the property (and to make connections with such pipes wires and cables which shall within 80 years of the date hereof be constructed or laid in replacement therefor) in on over or under the adjoining property of the Vendor or the roadway referred to in this Schedule together with the right to enter onto the said adjoining property or such roadway for the purpose of inspecting cleansing repairing maintaining and renewing the said pipes wires and cables (the consent of the Vendor having first been obtained which consent shall not be unreasonably withheld) causing as little damage as possible and making good or paying reasonable compensation for all damage done or caused thereby

3. The right (if the same is reasonably required) to drain storm water from the property to the adjoining property of the Vendor through the existing soakaways or any future soakaways which may be constructed during the period of 80 years from the date hereof which shall be the perpetuity period applicable hereto"

NOTE 1: The land in this title comprises part of the land edged green on plan No.2 referred to

NOTE 2: The roadway coloured blue on plan No.3 referred to is hatched blue on the filed plan

NOTE 3: The Deed of Easement referred to in clause 2 of the First Schedule is the Deed dated 24 June 1954 referred to above.

- 6 (24.10.1991) The land has the benefit of the following rights granted

## A: Property Register continued

by but is subject to the following rights reserved by a Transfer of the land in this title dated 1 October 1991 made between (1) Phillip George Mayhew and John Franklin Mayhew and (2) Roydon Henry Webster and others:-

"TOGETHER WITH the right for the Transferees and their successors in title to enter the Yellow Land as and when necessary (without notice) for the sole purpose of reading the sub-meters to measure water supplied to the adjoining properties known as The Gables and Potterne Park Cottage (EXCEPT AND RESERVED unto the Transferors and their successors in title for the benefit of the Yellow Land a right of way at all times and for all purposes over the roadway between the points marked 'A' and 'B' on plan 'A' to obtain access to the Yellow Land"

NOTE 1: The yellow land referred to is edged blue on the filed plan

NOTE 2: The roadway between points A and B referred to is that part of the roadway adjoining the south western boundary of the land edged blue on the filed plan and that part of the roadway hatched blue on the filed plan.

- 7 (15.01.2001) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 8 (15.01.2001) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered WT197787 in green on the filed plan dated 22 December 2000 made between (1) Philip Abbatt and Ailsa Abbatt (Transferor) and (2) Robert Henry Hunt-Grubbe and Jeremy John Thring (Transferee):-

EXCEPTING AND RESERVING to the Transferor in favour of the remainder of the land comprised in Title Number WT107073 ("the Retained Land")

(a) the right to the free passage and running of water including surface water soil gas and electricity through the drains sewers ditches pipes and cables now or within eighty years from the date hereof (which shall be the perpetuity period applicable hereto) running through along under or above the Property and the right to enter thereon for the purpose of repairing renewing maintaining or connecting with the same making good any damage done and yielding and paying a fair share of the cost of repairing renewing or maintaining any the use of which is common to the Property and the Retained Land

(b) all rights of light air or other easements which would in any way restrict or interfere with the free right of the Transferors or their successors in title to develop any other part of the Retained Land

NOTE: The Property referred to is the land edged and numbered WT197787 in green on the filed plan.

## 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 (11.11.1994) PROPRIETOR: PHILIP DAVID ABBATT and AILSA PATRICIA ABBATT of Potterne Park Farm, Potterne, Devizes, Wilts SN10 5QT.
- 2 (11.11.1994) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 3 (15.01.2001) The Transfer dated 22 December 2000 referred to in the Property Register contains Purchasers and Vendors personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

## Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 22 December 2000 referred to in the Proprietorship Register:-

The Transferee hereby covenants with the Transferors that before the end of February 2001 the Transferee will plant a deciduous hedge ("the Hedge") along the route of the boundary line shown A-B on the plan attached hereto. The Hedge shall be according to a specification set out by the Countryside Stewardship Scheme. The Transferee will maintain and replant the Hedge as necessary to ensure that it is properly established by the end of October 2002. Thereafter the Transferee will always maintain the western side of the Hedge which will lie within the boundary of the Property and will ensure that that part of the Hedge does (sic) not grow to a height of more than two metres.

The Transferee further covenants with the Transferors that before 1 April 2001 the Transferee will erect a good and sufficient stockproof fence ("the Fence") to run along the east side of the Hedge within the boundary line marked between points A and B on the said plan. The Fence is to be erected just within the boundary of the Retained Land in order to protect the Hedge.

The Transferors hereby covenant with the Transferee that the Transferors will always maintain the Fence and from the end of October 2002 will always maintain the eastern side of the Hedge which will then lie within the Retained Land and will ensure that that part of the Hedge does not grow to a height of more than two metres.

NOTE 1: The property referred to is the land edged and numbered WT197787 in green on the filed plan. The Retained Land referred to is the land in this title

NOTE 2: Copy Plan filed.

## C: Charges Register

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

- 1 (24.10.1991) The land is subject to the rights granted by a Deed dated 26 September 1986 made between (1) The Honourable George Edward Lopes and (2) The Southern Electricity Board.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Duplicate filed.

- 2 (24.10.1991) The land is subject to the rights granted by a Deed dated 26 September 1986 made between (1) The Honourable Henry Massey Lopes and Victor Anthony Cazalet and (2) The Southern Electricity Board.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Duplicate filed.

- 3 (24.10.1991) A Deed dated 6 May 1990 made between (1) Philip George Mayhew and John Franklyn Mayhew and (2) Nigel Hill relates to shooting fowling sporting hunting killing and carrying away as therein mentioned.

NOTE: Copy filed.

- 4 (21.07.2005) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.

- 5 (21.11.2019) The land is subject to any rights that are granted by a Deed of Grant dated 14 November 2019 made between (1) Philip David Abbatt and Alisa Patricia Abbatt and (2) Southern Electric Power Distribution Plc and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

Title number WT107073

## C: Charges Register continued

*NOTE:-Copy filed.*

### Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	30.12.2022 edged and numbered 1, 2 and 3 in blue	an electronic communications site at Potterne Park Farm	16.12.2022 10 years from 16 December 2022	WT468869

End of register