

**Liv Rickman**

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**From:** [REDACTED]  
**Sent:** 17 February 2024 14:15  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Planning Application Enquiry P/24/008/COU at Sunny Creek

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Dear members of the Planning Commission,

I have received the proposal to convert the garage of my neighbours Mr. and Mrs. Robert and Wiphaphorn Ellis into a Thai hot food take away outlet. To this proposal, I would like to make the following comments:

- a) I have no objection to this project.
- b) There might be a legal issue if one takes into account the Conveyance dated July 7th 1993 stating that the "retained land" (blue line of the map attached) should not be used for other purposes than residential or holiday accommodation. (Clause 2 of the First Schedule).
- c) Given point a) I am willing to sign whatever is necessary to contribute to allow this change of purpose of the "retained land".
- d) I expect that the realisation of this project is not disturbing the use of my propriety (red line on the map) as holiday accommodation for myself and letting visitors (through Mr.Clifford's Scilly Selfcatering, ).
- e) This non-disturbance concerns two points: 1) the ventilation of the proposed development takes place through the roof and not through the wall or a window on the side of the common passage (black zone on map) 2) The common black zone on the map is not used for the functioning of the proposed business. This meaning: practically : no material related to the take away is deposited there and no customer is using this space. (A small garden gate where the black zone begins with the inscription "private" on it could be helpful)

In the immediately following mail I will send the copy of the Conveyance . As I cannot transmit the colours of the lines on the map mentioned above, I will besides this mail send to you and to Mr. and Mrs. Ellis a copy of it by surface mail- also of this letter, which I will sign . I will be in my flat between April 5<sup>th</sup> and May 2<sup>nd</sup> in case a personal contact could be useful. Last but not least I want to apologize that this my reaction came a bit later than the 21 required days – I had to wait to receive a copy of the Conveyance from the solicitors (Nalders in Penzance) where it is deposited.

With kind regards

Brunnenhof 3, 8804 Au ZH , Switzerland.

Bernard Sartorius, owner of Sunny Creek Flat ,

# H.M. LAND REGISTRY

TITLE NUMBER

## CL90264

ORDNANCE SURVEY  
PLAN REFERENCE

SV 9010

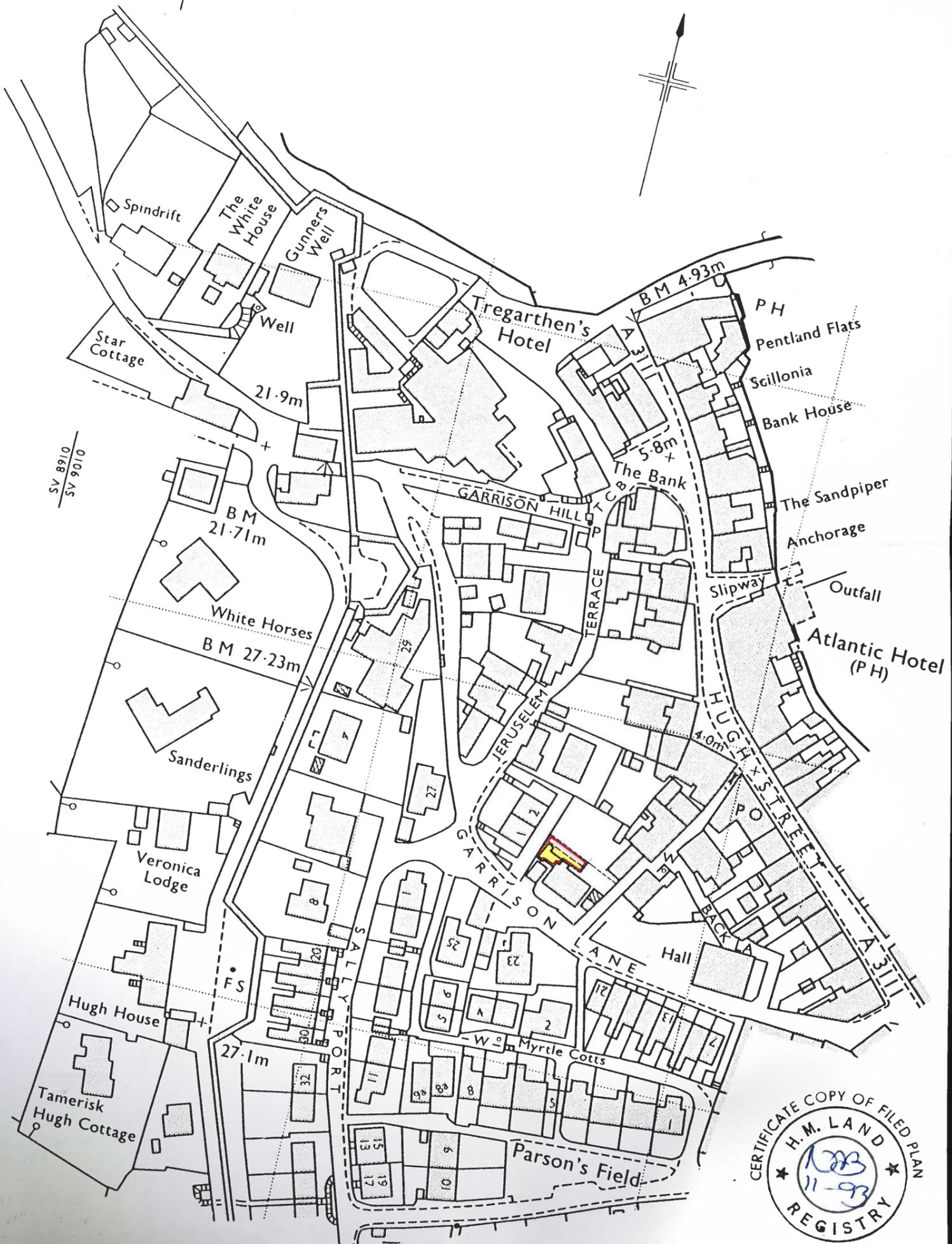
SECTION A

Scale  
1/1250 Enlarged from 1/2500

ISLES OF SCILLY

PARISH OF ST MARY'S

© Crown copyright 1988



REVENUE  
PRODUCED  
15 JUL 1993  
ANCE ACT 1931

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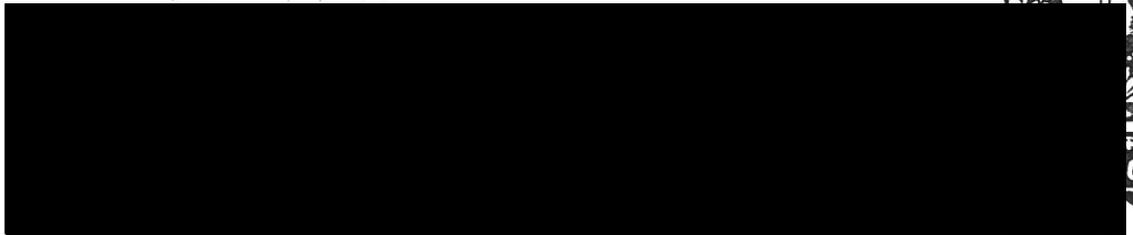


**This**

DEED OF CONVEYANCE is made

the *9th* day of *July* One Thousand Nine Hundred and Ninety-three **BETWEEN:-**

1. The Vendor: **ROBERT ELLIS** of Sunny Creek Garrison Lane St Marys Isles of Scilly
2. The Purchaser: **BERNARD SARTORIUS** of 9 Rue Baulacre 1202



3. The Vendor as beneficial owner conveys to the Purchaser his freehold estate in The Property

3. The Property is more fully described as follows:-

**ALL THAT** land together with the dwelling erected thereon or on some part thereof and known as Sunny Creek Flat Garrison Lane St Marys Isles of Scilly **ALL WHICH** said property is for the purpose of identification only delineated in red on the plan annexed hereto ('The Plan') together with and subject to in so far as relates and continues to affect as is more particularly contained or referred to in a Conveyance dated the Third day of February One Thousand Nine Hundred and Fifty made between The Kings Most Excellent Majesty of the one part and Marquion Leonard Hicks and Sara Maria Hicks of the other part together with by way of grant the following rights in fee simple:-

- a. In common with the Vendor the benefit of a right of free and unimpeded passage of soil and water through the existing foul and storm drains indicated by yellow lines on The Plan sited beneath the Vendors retained land Sunny Creek which retained land is indicated by a blue line on The Plan ('The Retained Land') together with a right of entry giving at least forty-eight hours prior notice (except in the case of an emergency) upon The Retained Land for the purpose of maintaining and repairing and renewing the said drains making good all damage occasioned thereby and paying one half of the



cost of maintenance repair and renewal thereof \_\_\_\_\_

b. In common with the Vendor the benefit of a right of free and unimpeded passage of water supply through the existing water supply pipe indicated by an orange line on The Plan sited beneath The Retained Land together with a right of entry giving at least forty-eight hours prior notice (except in the case of an emergency) upon The Retained Land for the purpose of maintaining repairing and renewing the said water supply pipe making good all damage occasioned thereby and paying one half of the cost of maintenance repair and renewal thereof

c. In common with the Vendor the benefit of a right to the supply of electricity and telephonic communication through the existing electricity supply cable and telephone cable respectively being sited on The Retained Land together with a right of entry giving at least forty-eight hours prior notice (except in the case of an emergency) on to The Retained Land for the purpose of maintaining repairing and renewing the said electricity supply cable and telephone cable making good all damage occasioned thereby \_\_\_\_\_

d. In common with the Vendor a right of free and unimpeded way on foot only over the pathway coloured brown on and being four feet in width at the point marked 'W' and five feet in width at the point marked 'X' on The Plan paying one half of the cost of maintenance repair and renewal of the said pathway save that the Vendor shall also have a right of free and unimpeded way for vehicles over and for opening and closing a garage door over that part of the pathway which lies between the garage sited on The Retained Land and the adopted highway

e. The benefit of a right to support protection and shelter from The Retained Land \_\_\_\_\_

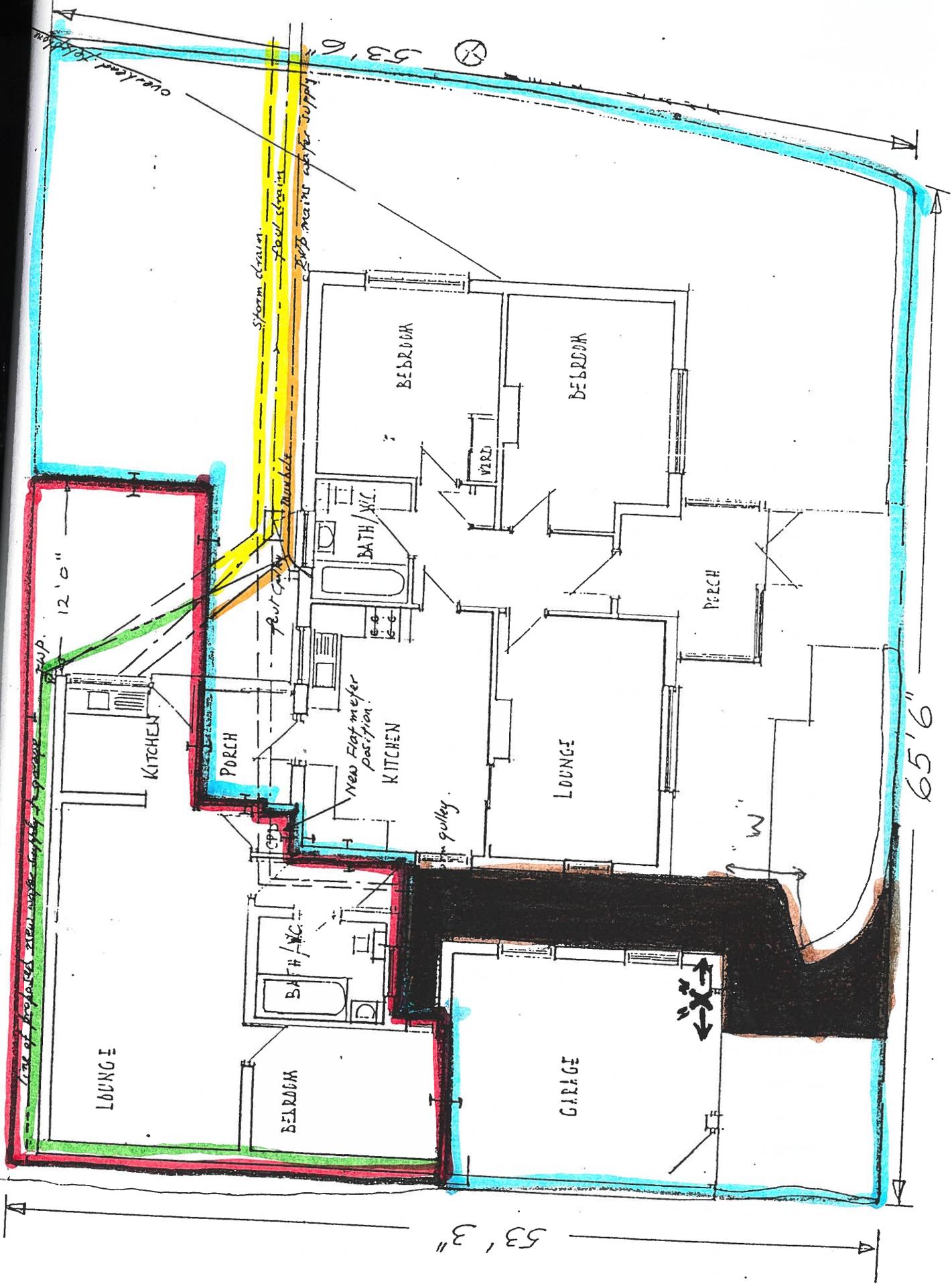
f. The benefit to the extent that such affect and relate a right of overhang of eaves and drain water goods on to The Retained Land \_\_\_\_\_

4. The Property is conveyed subject to the exception and reservation by way of regrant in fee simple the benefit of:-

a. A right in favour of The Retained Land of support protection and shelter from The Property \_\_\_\_\_

b. A right to the extent that such affects and relates in

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favour of The Retained Land of overhang of eaves and rainwater goods on to The Property \_\_\_\_\_

c. A right of unimpeded passage of water through the existing water supply pipe indicated by a green line on The Plan and sited beneath The Property together with a right of entry giving at least forty-eight hours prior notice (except in the case of an emergency) upon The Property for the purpose of maintaining and repairing and renewing the said water supply pipe making good all damage occasioned thereby \_\_\_\_\_

5. For the benefit and protection of The Retained Land and each and every part thereof and so as to bind so far as may be The Property into whosoever hands the same may come the Purchaser hereby covenants with the Vendor that the Purchaser and the persons deriving title under him will at all times hereafter observe and perform the restrictions stipulations and covenants set out in the First Schedule hereto \_\_\_\_\_

6. For the benefit and protection of The Property and each and every part thereof and so as to bind so far as may be The Retained Land into whosoever hands the same may come the Vendor hereby covenants with the Purchaser that the Vendor and the persons deriving title under him will at all times hereafter observe and perform the restrictions stipulations and covenants set out in The Second Schedule hereto \_\_\_\_\_

7. It is hereby agreed and declared:-

a. That the assurance herein contained shall not be deemed or construed to imply the grant of any easement or right which would in any manner diminish or interfere with the free and unrestricted user of any adjoining or neighbouring property now belonging to the Vendor save as expressly herein provided for to the contrary and in particular the Purchaser shall not be deemed to have acquired any easement or right or quasi-easement or right (save as expressly herein provided for) against or over such adjoining or neighbouring property of the Vendor and no such easements or rights shall be deemed to pass to the Purchaser by virtue of Section 62 of The Law of Property Act 1925 or otherwise \_\_\_\_\_

b. That henceforth responsibility for the boundaries of The Property shall be as indicated by the 'T' marks on The \_\_\_\_\_

Plan \_\_\_\_\_

8. The perpetuity period shall be a period of eighty years commencing from the date hereof \_\_\_\_\_

9. The Vendor hereby covenants with the Purchaser that when the documents listed in The Third Schedule hereto come into the Vendors possession he will if require execute a Statutory Undertaking for their safe custody \_\_\_\_\_

**THE FIRST SCHEDULE HEREINBEFORE** referred to:-

1. Not to use or permit to be used The Property nor any building now or hereafter to be erected thereon for any offensive noisy or dangerous purpose or for any purpose which shall or may be or grow to be in anyway a nuisance damage grievance or annoyance to the Vendor or which may tend to depreciate or lessen the value of The Retained Land

2. Not to use The Property otherwise than for residential purposes provided that this shall not preclude The Property being used for holiday letting purposes and in particular not to allow or suffer The Property to be used for the storage of litter or rubbish and at all times to keep the garden thereto well cultivated and in a neat and tidy condition \_\_\_\_\_

3. Not to make any alterations of any kind whether structural or otherwise to the height elevation or external appearance of any existing or future building erected on The Property without the previous consent in writing of the Vendor which consent shall not be unreasonably withheld the Purchaser to pay the Vendors reasonable fees and expenses in connection therewith \_\_\_\_\_

4. Not to put up any additional buildings or erections upon any part of The Property without the like consent of the Vendor and to maintain The Property in a good state of repair and decorative condition \_\_\_\_\_

5. Not to permit any vegetable matter to grow on The Property to a height of more than ten feet \_\_\_\_\_

**THE SECOND SCHEDULE HEREINBEFORE** referred to:-

1. Not to use or permit to be used The Retained Land nor any building now or hereafter to be erected thereon for any

offensive noisy or dangerous purpose or for any purpose which shall or may be or grow to be in anyway a nuisance damage grievance or annoyance to the Purchaser or which may tend to depreciate or lessen the value of The Property \_\_\_\_\_

2. Not to use The Retained Land otherwise than for residential purposes provided that this shall not preclude The Retained Land being used for holiday letting purposes and in particular not to allow or suffer The Retained Land to be used for the storage of litter or rubbish and at all times to keep the garden thereto well cultivated and in a neat and tidy condition \_\_\_\_\_

3. Not to make any alterations of any kind whether structural or otherwise to the height elevation or external appearance of the existing or future building erected on The Retained Land without the previous consent in writing of the Purchaser which consent shall not be unreasonably withheld the Vendor to pay the Purchasers reasonable fees and expenses in connection therewith \_\_\_\_\_

4. Not to put up any additional buildings or erections upon any part of The Retained Land without the like consent of the Purchaser and to maintain The Retained Land in a good state of repair and decorative condition \_\_\_\_\_

5. Not to permit any vegetable matter to grow on The Retained Land to a height of more than ten feet \_\_\_\_\_

