

**BY SPECIAL DELIVERY / FIRST CLASS POST / HAND DELIVERY**

[ ADDRESSEE ]

Your Ref:

Our Ref:

*Please quote this when replying*

Date:

25 May 2017

Please ask for:

Ext:

Direct Dial:

E-mail:

Direct Fax:

**IMPORTANT- THIS COMMUNICATION AFFECTS YOUR PROPERTY**

**WITHOUT PREJUDICE SAVE AS TO COSTS & SUBJECT TO CONTRACT**

Dear Sir and Madam

**Parking rights at The Martlets Shopping Centre, Burgess Hill, West Sussex**

**Your Title Nos:[        ] [PROPERTY ADDRESS]**

We are writing to you on behalf of New River Retail (GP3) Ltd ("New River") and Mid Sussex District Council ("the Council"), with regard to parking rights that we understand you enjoy in connection with to your property at Church Walk.

**Re-development of the Church Walk car park**

In our previous letter we explained that the title to your property includes reference to a Deed dated 8 February 1982 made between (1) Mid Sussex District Council and (2) USF Nominees Limited ("the 1982 Deed") which granted certain rights to the freeholders of the properties at 93-107 Burgess Hill to park on the areas of land shown marked in red on the enclosed plan (**Plan 1**), together with associated access rights. The rights granted by the 1982 Deed were granted for the benefit of the freeholders and their successors in title, and therefore the rights appear to extend for the benefit of your leasehold title, presumably by an express provision of your lease.

The red parking areas are located on land which is owned by the Council, as the freeholder, and New River, as the leaseholder and operators of the Martlets Shopping Centre. New River has been granted planning permission for the redevelopment of the Martlets Shopping Centre, including the area over which you appear to enjoy parking rights. However, in order to undertake the redevelopment of the Martlets Shopping Centre it will be necessary to either terminate your parking rights, or provide an alternative parking space for you.

Terminating your parking rights would mean that your current right to park would come to an end, and you would have to make alternative arrangements to park elsewhere. The Council and New River appreciate that not having free parking for the benefit of your property would be very inconvenient to you, and is therefore willing to provide an alternative parking area for you in the Council's Cyprus Road car park. The proposed location of the alternative parking area is shown in blue on the enclosed plan (**Plan 2**).

#### **Acceptance of the alternative parking area at Cyprus Road**

If you are happy to accept the Council's alternative parking area, this agreement can be recorded by deed, and at the same time, any rights to park in the areas shown in red on **Plan 1** would be terminated. The parties to this deed would include both the freeholder[s] and leaseholder[s] of the property. At the same time, the leaseholders' leases would need to be amended to vary the parking rights to record the new location of the car park at Cyprus Road.

Two parking spaces will be allocated to each freehold owner within the area shown blue on **Plan 2**. The freeholder would then allocate those parking spaces to their leaseholders and/or sub-leaseholders.

New River is prepared to pay your reasonable legal costs of instructing a solicitor to obtain legal advice and to complete the appropriate legal documentation (see below).

#### **Surrender of current parking rights**

If you do not wish to accept the Council's alternative parking offer, please confirm this by return to us.

If you no longer require parking for the benefit of your property, and would prefer to give up the parking rights in their entirety, New River are prepared to pay you a reasonable cash settlement in return for your agreement to surrender your parking rights.

New River are prepared to pay your reasonable legal costs of instructing a solicitor to obtain legal advice and to complete the appropriate legal documentation should you decide not to accept the alternative parking offer (see below).

#### **The Council's Planning Rights**

Whilst it is the preference of the Council and New River to agree a suitable solution with you, whether this is your agreement to accept the Council's alternative parking offer, or to accept a reasonable cash settlement to give up your current parking rights, the re-development of the Martlets Shopping Centre is vital to the regeneration of Burgess Hill. As such, if you do not want to discuss this matter with the Council and New River, it is important that we explain to you that the Council has a number of options available to it to enable the development to be brought forward. The Council has a number of statutory powers available to it, that if necessary, it can use to enable the redevelopment of the Martlets Shopping Centre to take place in accordance with the planning permission. In particular, the Council has compulsory purchase powers that enable it to acquire your parking rights and it also has the ability to either acquire or appropriate the land to allow the Council and New River to benefit from the power under Section 203 of the Housing and Planning Act 2016 to override the parking rights granted by the 1982 Deed, together with any other existing rights, to

enable the redevelopment of the Martlets Shopping Centre to be carried out, despite the existence of such rights.

If an agreement cannot be reached with you to either relocate or alternatively to agree surrender of your parking rights in return for a cash payment, then the Council is minded to exercise their statutory powers to enable the redevelopment of the Martlets Shopping Centre to take place. If the Council's exercises its statutory powers you will be entitled to statutory compensation for the loss of your rights, but you would not be entitled to the grant of any alternative parking rights. This is not the preferred course of action or outcome as far as the Council and New River are concerned.

**Next steps/Action to be taken**

We strongly recommend that you seek independent legal advice when considering the contents of this letter.

As we have confirmed above, New River are prepared to make a contribution of up to £1,000 towards the initial costs of that legal advice.

We ask that you contact us within 28 days from the date of this letter (**i.e. by 4pm on 23 June 2017**) to ensure that your rights are not compromised.

In absence of hearing from you, New River and the Council will assume that you do not require or wish to accept the alternative car parking offered by the Council or to surrender any rights that you may currently have. In these circumstances, New River will contact the Council to request that it starts the process of acquiring your rights by either compulsory purchase or override your parking rights by virtue or appropriation and the power under Section 203 of the Housing and Planning Act 2016.

In the event that you have any queries in respect of this letter, please contact [ ] on the details above.

We look forward to hearing from you.

Yours faithfully,

**DWF LLP**

Encs.