



**National
Trust**

Jane.Cecil@nationaltrust.org.uk
Main Office Number: 01243 814554
21st August 2018

South Downs National Park Authority
South Downs Centre
North Street
MIDHURST
West Sussex
GU29 9DH

Dear Sir or Madam,

Response to planning application: SDNP/18/03970/FUL Introduction of a two wheel access track retaining a central strip of grass running from Crowlink Lane to Crowlink Corner to provide a safer access to serve Crowlink Corner.

The land which is the subject of the above planning application is owned by the National Trust. There is an express right of access over the National Trust land to reach the property at Crowlink Corner which was granted in 1927.

The land at Crowlink was acquired by the Trust in 1931 as part of the Roberston bequest. Norman and Laurance Roberston died in the First World War. Their eldest brother William left money to the National Trust to purchase property "within reasonably easy reach of London" in their memory. The obelisk on the South Downs Way east of Crowlink records the gift and remembers the brothers. This field is part of the Crowlink Estate and part of that landscape – a rural, open and largely undeveloped area. One of the main reasons that the Trust used the gift to acquire the land at Crowlink was to protect the overall landscape character of the area.

The property known as Crowlink being ESX284350 benefits from an express right of way over land owned by the National Trust under title number ESX325234. The National Trust wishes that any works permitted are kept to the minimum necessary to allow the exercising of the right of way benefitting title number ESX284350 and that it retains the appearance of an informal route across the grass field. In addition we would wish to see the impacts of any "making up" on the landscape, ecology and archaeology of the area minimised.

The Trust hopes that these matters can be taken into account in your consideration of the application, however should you require any further information or clarification please do not

National Trust
South Downs Estate Office
Slindon
West Sussex BN18 0RG
Tel: +44 (0)1243 814554
www.nationaltrust.org.uk

President: HRH The Prince of Wales
Chairman: Tim Parker
Deputy Chairman: Orna Nicholson
Director-General: Hilary McGrady

Registered office:
Heelis, Kemble Drive, Swindon, Wiltshire
SN2 2NA
Registered charity number 205846

hesitate to contact me or Natalie Geen the Senior Estate Manager
(natalie.geen@nationaltrust.org.uk).

Yours sincerely

A handwritten signature in black ink, appearing to read 'Jane Cecil', written in a cursive style.

Jane Cecil
General Manager
National Trust - South Downs

Cont/d



**National
Trust**

Jane.Cecil@nationaltrust.org.uk
Main Office Number: 01243 814554
27 September 2018

South Downs National Park Authority
South Downs Centre
North Street
MIDHURST
West Sussex
GU29 9DH

Dear Sir or Madam,

Objection to planning application: SDNP/18/03970/FUL Introduction of a two wheel access track retaining a central strip of grass running from Crowlink Lane to Crowlink Corner to provide a safer access to serve Crowlink Corner – revised plans submitted 6th September 2018

Further to our comments to date, it appears that the applicant has submitted some revised plans which include the construction of a turning circle as well as a two wheel access track on National Trust land at Crowlink.

The Trust has already made the point that it would like to see the landscape impact of any access track to Crowlink Corner minimised as far as possible. However the addition of a turning circle within the field brings an additional unwelcome urban influence that is out of character with the surrounding landscape. It is something that we would not consent to on our land so the Trust now wishes to object to the application as set out in the most recent plans.

The chief reason for our objection is the impact on the landscape character which is defined in the South Downs National Park Integrated Landscape Character Assessment (2011) as “open downland”. It is further described as a tranquil landscape, seemingly remote and empty with a windswept and exposed character.

On the section on development considerations the report highlights the need to “maintain the essentially open and undeveloped character.” It further states that: “opportunities for built development are severely restricted in this remote and tranquil landscape.”

The Trust responded to the original plans requesting that any landscape impact of the proposed ‘trackway’ was minimised.

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Having now considered the revised plans submitted the Trust is clear that the addition of a turning area would have an adverse impact on the landscape character, as well as a substantially greater visual impact. The Trust considers that this would be contrary to paragraph 172 of the NPPF and emerging Policy SD4 of the South Downs Local Plan.”

I hope that these matters can be taken into account in your consideration of the application. Should you require any further information or clarification please do not hesitate to contact me or Natalie Geen the Senior Estate Manager. (natalie.geen@nationaltrust.org.uk).

Yours sincerely

A handwritten signature in black ink, appearing to read 'Jane Cecil', written in a cursive style.

Jane Cecil
General Manager - National Trust - South Downs

Cont/d



**National
Trust**

Jane.Cecil@nationaltrust.org.uk
Main Office Number: 01243 814554
5 September 2018

South Downs National Park Authority
South Downs Centre
North Street
MIDHURST
West Sussex
GU29 9DH

Dear Sir or Madam,

Response to planning application: SDNP/18/03970/FUL Introduction of a two wheel access track retaining a central strip of grass running from Crowlink Lane to Crowlink Corner to provide a safer access to serve Crowlink Corner.

Further to our original response it has come to light that I made an error in describing the acquisition of Crowlink. Although this has been covered in several of the responses I am taking this opportunity set the matter straight.

Below is an extract from the conveyance dated 29th September 1931 between William Campbell (referred to as the Trustee) and The National Trust.

“By a conveyance dated 8th February 1927 and made between the London and Manchester Assurance Company Limited of the first part of East Dean Estates (Eastbourne Limited) of the second part Sarah Alice Hayward of the third part and the Trustee of the fourth part the land hereinafter described was conveyed unto the Trustee to be held by him as a Trustee for the public benefit and such land when required by the Council of the National Trust was to be conveyed by the Trustee to the National Trust upon payment of the sum or sums expended by him for the purchase of said land and the expenses incurred by him in connection therewith and interest after the rate of six per centum per annum on all such sum or sums but without profit for himself to be held unto and to the use of the National Trust their successors or assigns for ever as an open space for the benefit of the public and in accordance with the provisions of the National Trust Act 1907 or any statutory modification thereof”.

Should you wish to see a full copy of the conveyance, then that can be provided. The Trust hopes that these matters can be taken into account in your consideration of the application. Should you require any further information or clarification please do not

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hesitate to contact me or Natalie Geen the Senior Estate Manager.
(natalie.geen@nationaltrust.org.uk).

Yours sincerely

A handwritten signature in black ink, appearing to read 'Jane Cecil', written in a cursive style.

Jane Cecil
General Manager - National Trust - South Downs

Cont/d

Natalie Chillcott

From: Cecil, Jane <Jane.Cecil@nationaltrust.org.uk>
Sent: 06 November 2018 09:27
To: Natalie Chillcott
Subject: RE: Crowlink Corner
Attachments: Official Copy Conveyance 07.02.1927 - ESX284350(0003280021.153.ADCF8).pdf

Dear Natalie,

I think you may have misunderstood the conversation that we had – we object to any turning circle on our land – surfaced or unsurfaced. If a turning circle is required then provision should be made on the applicant's land and that can be achieved by modifying the route slightly and entering the applicant's boundary further south. I have provided the clarification that you asked for – it was sent to the general planning e-mail as you requested but I'll forward you a copy. In my rush I forgot to add the planning reference but I followed that up by return. We are maintaining an objection to the scheme as submitted.

I've attached a copy of the conveyance.

I hope that helps?

All the best

Jane



Jane Cecil

General Manager - South Downs

The National Trust

Estate Office
Top Road
Slindon
West Sussex
BN18 0RG

Mobile: 07900 608206

Desk: 01243 814554

From: Natalie Chillcott [mailto:Natalie.Chillcott@southdowns.gov.uk]

Sent: 06 November 2018 09:09

To: Cecil, Jane

Cc: 'natalie.green@nationaltrust.org.uk'

Subject: Crowlink Corner

Dear Jane,

Could you please confirm whether the National Trust wishes to maintain its current objection, revert back to its original response, or submit an alternative representation?

The reason I ask is because when I spoke to you a couple of weeks ago I got the impression you did not wish to maintain the objection as the turning area will not be surfaced, but left as grass. However, as I have not received anything in writing since the representation dated 27th Sept was made, it appears that you wish to maintain this objection.

I will be taking the application to planning committee on Thursday so I would be very grateful for a swift response.

Also, sorry for not asking before but I would be grateful if you could email me the conveyance referred to in your representation dated 5th Sept.

Many thanks and kind regards,

Natalie

Natalie Chillcott MRTPI
Senior Planner (Minerals and Waste)
South Downs National Park Authority
Tel: 01730 819289

Working days: Tuesdays, Wednesdays and Thursdays.

South Downs Centre, North Street, Midhurst, West Sussex, GU29 9DH
www.southdowns.gov.uk | [Facebook](#) | [SDNPA Twitter](#) | [Ranger Twitter](#) | [Youtube](#)



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Mend our Way is a new campaign to raise £120,000 to help us fix four damaged sections of the trail.
Find out more and donate www.southdowns.gov.uk/mendourway

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These are the notes referred to on the following official copy

Title Number ESX284350

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

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



This Conveyance

made the seventh

day of February One thousand nine hundred and twenty seven Between the London and Manchester Assurance Company Limited whose registered Office is 50 Finsbury Square in the County of London (hereinafter called "the Mortgagees") of the first part Eastdean Estates (Eastbourne) Limited whose registered Office is at Central House Finsbury Square aforesaid (hereinafter called "the Vendors") of the second part and Cecil Nelson Champneys of the Royal Automobile Club Pall Mall in the County of London Retired Army Officer (hereinafter called "the Purchaser") of the third part Whereas

1. By a Mortgage dated the twenty fourth day of December One thousand nine hundred and twenty five and made between the Vendors of the one part and the Mortgagees of the other part the Vendors being then seized in fee simple in possession free from incumbrances of the property hereinafter described conveyed that property with other property unto the Mortgagees in fee simple by way of Mortgage for securing payment to the Mortgagees of the principal sum of Six thousand seven hundred pounds with interest thereon as therein mentioned
2. By virtue of the Law of Property Act 1925 the said property became vested in the Mortgagees for a term of Three thousand years without impeachment of waste and the fee simple therein became vested in the Vendors subject to the said mortgage term
3. The Vendors have agreed to sell the property hereinafter described to the Purchaser at the price of Two hundred and twenty five pounds
4. The principal sum of Six thousand seven hundred pounds still remains owing to the Mortgagees under the said Mortgage but the Mortgagees being satisfied with the remainder of their security have agreed to join in this Conveyance in manner hereinafter appearing

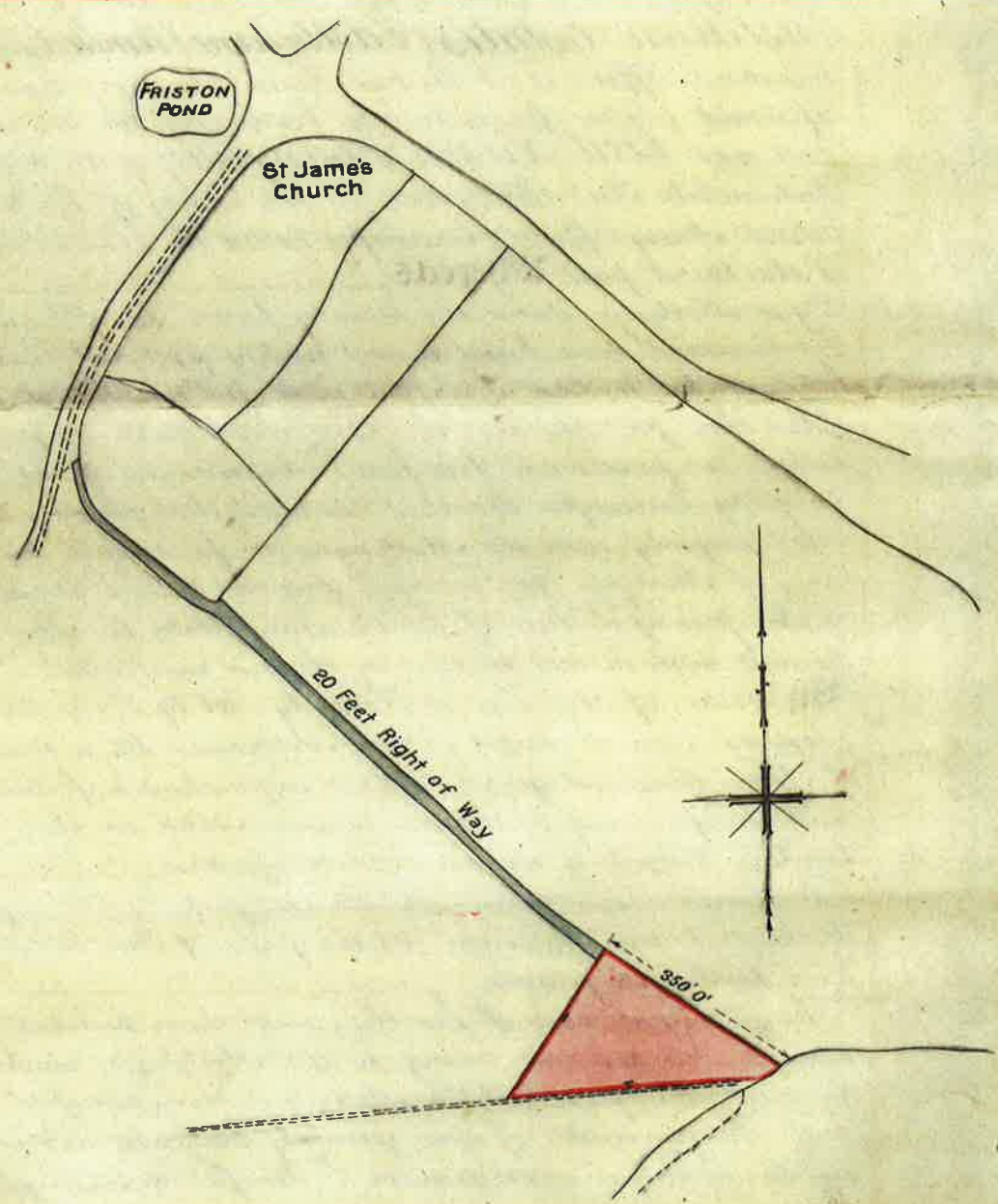
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Copy

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Now in pursuance of the said agreements and in consideration of the sum of Two hundred and twenty five pounds paid by the Purchaser to the Vendors (the receipt whereof the Vendors hereby acknowledge) **this Deed witnesseth** as follows:-

- 1 The Mortgagees as Mortgagees and according to their term and by the direction of the Vendors hereby surrender and release and the Vendors as Beneficial Owners hereby convey unto the Purchaser **all** that piece of land forming part of a larger piece or parcel of land known



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surrender
is hereby
id
known

- as Crowlink in the County of Sussex, which piece or parcel of land is more particularly delineated and described in the plan drawn hereon, and thereon coloured pink Together with a right of way for the Purchaser and his successors in title owner or owners for the time being of the land coloured pink on the said plan, and all other persons, authorised by him, or them from time to time and at all times hereafter and for all purposes with or without horses carts and other vehicles to pass and repass over and along the piece of land Twenty feet wide and coloured green on the said plan ^{to hold the same unto the Purchaser in fee simple discharged from all principal money secured by and from all claims under the said Mortgage and to the intent that the said Mortgage term so far as it affects the premises hereby conveyed shall merge but subject to the covenant hereinafter contained}
2. The Purchaser covenants with the Vendors that he the Purchaser and those deriving title under him will duly observe and perform the restrictions and stipulations contained in the First Schedule hereto but so that this covenant shall not be personally binding upon the Purchaser or other the owner or owners for the time being of the premises hereby conveyed after he or they shall have parted with possession of the same
 3. The Mortgagees hereby acknowledge the right of the Purchaser to production and delivery of copies of the documents specified in the Second Schedule hereto
 4. And it is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of Five hundred pounds

In witness whereof the Mortgagees and Vendors have caused their respective Common Seals to be hereunto affixed and the Purchaser has hereunto set his hand and seal the day and year first above written

First Schedule above referred to

1. The Purchaser shall forthwith make and forever

maintain a good and sufficiently thick set hedge and iron standard and wire fence on the sides of the land hereby conveyed marked "T" within the boundary on the plan hereon. No hedge or fence shall be more than six feet or less than four feet in height.

2. Not more than one dwellinghouse of not less than the prime cost value of £800 with the usual out-buildings, garage or stabling shall be erected on the land hereby conveyed, and no other buildings or sheds of any description shall be any time erected on the land without the written consent of the Vendors or their assigns. Plans and block plans of houses to be erected to be submitted to and approved by the Vendors in writing before the building is commenced. Asbestos covering to the exterior of walls, and asbestos tiles for roof will not be permitted. No trade or business except that of a Solicitor, Architect, Doctor, or Dentist shall be carried on upon any part of the land.

3. No hut, shed, or caravan, or house on wheels shall be allowed to stand on the land, and no earth, chalk, clay, gravel, or marlstone, or sand shall at any time be excavated or dug out of the land. No bricks, tiles, clay or lime shall at any time be burnt on the land, nor shall anything be done thereon that may be or grow to be a nuisance or annoyance to the Vendors or their assigns or their tenants or to the Owner of the adjoining land.

4. In the event of a new road being constructed giving alternative access to the land hereby conveyed the Purchaser shall when required by the Vendors or their assigns pay to them or contribute a fair share towards the expenses of repairing, cleansing, and maintaining the said road. Such share shall not exceed the sum of 50/- per annum.

5. The Purchaser shall pay to the Vendors on demand the proper apportionment of the Land Tax (if any) and Tithe in respect of the land hereby conveyed to be settled from time to time by the Vendors.

6. The Purchaser shall not hang out or expose or permit to be hung out or exposed any linen for drying or otherwise on any part of the said lands.

The
London
Assurance
was
present

The
Estate
herein
of

Signed
by the
Chambers

The Second Schedule, above referred to

31 st October 1922	Conveyance	The Ecclesiastical Commissioners for England (1) Ada Howship (2).
24 th December 1925	Conveyance	the said Ada Howship (1) the Vendors (2).
ditto	Mortgage	the Vendors (1) the Mortgagees (2).

The Common Seal of the London and Manchester Assurance Company Limited was hereunto affixed in the presence of

W. T. Woodman and W. J. Brown Directors



The Common Seal of Eastdown Estates (Eastbourne) Limited was hereunto affixed in the presence of

Ernest E. Taylor Director & Secretary
Arthur J. Taylor Director

Signed Sealed and Delivered by the above named Cecil Nelson Champney in the presence of

W. J. Brown
Sd
Eastdown

Cecil Nelson Champney

