

FOA: Christine Walker
Central Enforcement Team Community
Protection
Loxley House
Station Street
Nottingham
NG2 3NG

Our Ref: 11036.0005

Your Ref: CS9/Flare/047550

Date: 25 April 2014

By recorded delivery post and email

Dear Sirs

**TOWN AND COUNTRY PLANNING ACT 1990 – SECTION 215
LANCASTER HOUSE, 10 SHERWOOD RISE, NOTTINGHAM NG7 6JE (“the Property”)**

I refer to your letter of 17th April 2014 and the enclosed notice served in respect of the Property under Section 215 of the Town and Country Planning Act 1990 (“the Notice”). I confirm that I am instructed by The Secretary of State for Communities and Local Government in connection with this matter.

At paragraph 2 of the Notice, you state that “*You are the owner of land situated at Lancaster House, 10 Sherwood Rise, Nottingham*”. I understand that this statement is based on an examination of Land Registry records showing that my client is the registered proprietor of title number NT438252. However, in this instance, these records do not reflect the true position of the ownership and occupation of the Property and therefore this statement is incorrect.

I enclose herewith:-

1. Official Copies of the freehold title to the Property (title number NT320843). You will note that, due to the location of the Property (on a corner between two roads – Ebury Road and Sherwood Rise), it is described as “2 and 4 Ebury Road, Sherwood Rise”. As you will see from the file plan attached to the Official Copies, notwithstanding these alternate addresses, the land within NT320843 is unquestionably the Property. As you will see under the heading “**B: Proprietorship Register**” the Property is owned by a Mr and Mrs Fitzgerald of Sandylodge, Broughan Lane, The Ward, Co Dublin, Ireland.
2. Official Copies of the leasehold title to the Property (title number NT438252). This title relates to a lease of the Property dated 28th August 2007 which was originally entered into by my client.



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3. A copy of the lease of the Property dated 28th August 2007 ("the Lease"). The Lease was entered into by my client with Mr Flood, the previous owner of the Property (Mr and Mrs Fitzgerald appear to have purchased the Property from Mr Flood in January 2008).
4. A copy of a break notice served upon Mr and Mrs Fitzgerald on 13th July 2011.

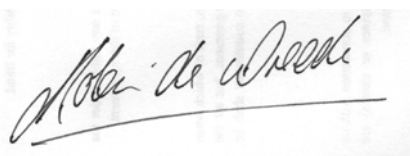
My client entered into a lease of the Property on 28th August 2007 for a term that was due to expire on 27th August 2022, however, I refer you to clause 7 of the Lease (on page 48). You will note that my client had an option to determine the Lease on 28th August 2012 or 28th August 2017 (thus bringing its occupation to an end earlier than the expiry of the term). In order to validly exercise the option to determine the Lease my client was required to serve upon the Landlord not less than 12 months' written notice.

My client served written notice on the Landlord to determine the lease on 13th July 2011, more than 12 months before 28th August 2012. There are no additional conditions to the determination of the Lease and therefore, on 28th August 2012, the Lease expired, my client's occupation of the Property ended and my client vacated the Property. As such, my client has no legal interest in the Property, whether as occupier or otherwise (and certainly not as owner).

I would make one additional point, which is that my client is not lawfully able to comply with the Notice. Having terminated the Lease and vacated the Property, it cannot re-enter the Property to comply with the Notice without being a trespasser.

I would therefore respectfully suggest that the Council withdraw the Notice immediately and issue a revised notice upon Mr and Mrs Fitzgerald as the owners of the Property. I should be grateful if you would, as a matter of urgency, confirm that this is being addressed and look forward to hearing from you.

Yours sincerely

A handwritten signature in black ink, reading "Robin de Wreede", written over a horizontal line.

Robin de Wreede
Senior Associate Solicitor
DAVITT JONES BOULD

Encs.