

Mark Rochell

From: Hannah Donovan <[REDACTED]> on behalf of Lee Peckham
Sent: 17 March 2026 16:56
To: Mark Rochell
Subject: High Street Bembridge
Attachments: 2026.01.19 - DRAFT Invoice.docx; Official Copy (Title Plan) - IW68966.pdf
Importance: High

Hi Mark

I write further in the above matter, and I do apologise for my delay in replying.

First of all, herewith the draft invoice I sent to you under cover of email that I sent to you 21st January 2026. It appears that the email address might have been slightly wrong, so I apologise for that. Please let me know if this is agreed, and I will send you a final version.

Secondly, I have now reviewed the titles and the lease, etc.

I did not deal with and have no knowledge of the history of the background, but I agree, it appears that when the council sold land to Mr Midgley, they did retain what you might call a "ransom strip". It is pretty clear from your own title plan (attached, IW68966): the red is your title but excluding the green and therefore there is a bit hatched blue, which remains owned by you.

When we then turn to the lease granted to Southern Electric, we can see that part of the brown coloured path with black hatching extends over what is the blue hatching on your title. Assuming that is the access and cables run under there, it does appear to be the case that you own it.

Consequently, assuming that the utility company want to continue going down exactly the same route, they will need your permission to do so. The question for you is whether you would be willing to grant a permanent Deed of Easement over that land?

I should add that utility companies do have statutory powers in respect of access by way of wayleave agreements or similar. I am not an expert on those, but it may be possible for them to force their will if you refuse. In the first instance, though, if the council is content in principle, it might be that we need to ask the question as to what they are willing to pay in terms of a premium for a grant of permanent rights.

I imagine you already understand, but the key difference here is that the lease obviously grants temporary rights that are coming to an end. What Tristano is after are permanent rights, which would bind the land, a legal easement.

I am very happy to discuss either my bill or the substation matter as required.

I look forward to hearing from you.

Kind regards

Lee Peckham
Director

[REDACTED]