

• **Water Feature Action Group** • **Columbus Point Residents Association**  
• **Dominica Court Residents Association**

Mr Peter Taylor  
Director in Charge  
Persimmon Homes South Coast  
Park View House  
100 Wickham Road,  
Fareham  
PO16 7HT (by email)

13 February 2014

*Dear Mr Taylor,*

**Water Feature, Columbus Point – Newer Proposal.**

Following our receipt from officials of Eastbourne Borough Council of your latest Proposal for the Owners at Columbus Point dated 10 February 2014, we are writing to you to seek clarification on a number of points in the proposal.

You will recall that at the very positive meeting chaired by Stephen Lloyd at Eastbourne Town Hall on the 10 January 2014, we all discussed several issues intently. We left the meeting hopeful that with the possibility of concessions indicated by both sides, we were on the way to resolving this issue (we later set out our understanding of that meeting in a letter to Stephen Lloyd of 04 February 2014 (copy attached)).

Although we welcome the improvements made in the new proposal, we are disappointed that some of our main concerns do not appear to have been fully addressed, although it may be that some concessions are concealed in the formal language of the proposal document. If this proposal is to be seriously considered and put to the owners for their agreement the details do need to be clearly understood. Therefore we would be grateful if you would provide some greater clarification by answering the following questions that we believe are the questions the residents will ask us (the numbers relate to the paragraphs of the proposal).

**Background**

B. Why are the long-stop date (para 3.1) and the dates for satisfaction of the various stages (4.2, 4.3, 4.5) left blank? We believe we would find it difficult to 'sell' such an open-ended proposal.

C. Does the inclusion of this paragraph indicate that you do not share our view that our continued engagement with you is a serious attempt at Alternative Dispute Resolution (ADR)?

**The Proposal**

2.1 Is the payment of £150,000 by Aria to CPMCL unconditional?

2.2 Waiving of Service charges. Will those who have already paid service charges be reimbursed in full?

### 2.3 Maintain the feature until 30 April 2014.

What is meant by “maintaining the feature”? What work will be covered?

Before handover, will a fully independent survey be carried out to confirm the feature’s suitability for handover thus satisfying all parties?

### 2.4 CPMCL will be handed over to owners who are Members.

Do you mean the existing 311 registered company members?

Does this mean you will amend the CPMCL Articles of Association where it says “all” the owners have to be members?

Will CPMCL be handed over free of all debt?

Does CPMCL have any liabilities or contractual obligations?

### 2.5 Water feature freehold to CPMCL

Will it be free of all encumbrances?

As the water feature freeholder, will CPMCL be liable for any Harbour charges or beach maintenance charges?

Will the transfer be unconditional?

Will Aria accept surrender by CPMCL of the lease dated 16 August 2012?

Please confirm there will be no monetary charges to CPMCL for the freehold transfer or lease surrender transactions.

What are the exact boundaries of the water feature area and are the paths and entrance ways included?

## **The Condition**

### 3.1 80% of owners to sign new deed of covenant.

How many owners currently have signed the ‘new’ deed?

Please tell us how many owners do not have any deed of covenant, and the prospects of ever obtaining service charges from such owners. Please clarify how the shortfall in service charge receipts caused by owners with no covenant will be funded.

It would be of significant help to us if the end of part 6.1 of the new deed of covenant could be amended to read as follows....

“..... and the Property Owner hereby releases the Company and Aria from all continuing obligations and liabilities contained in any such deed of covenant to the extent that it is legally possible for the Property Owner to do so from the date hereof. For the avoidance of doubt the Property Owners are free to bring a claim for an existing or past breach of any such deed arising before or at the date hereof”.

## **The Stages**

### 4.2 Confirmation of the stage dates.

Will this confirmation be done in consultation with the owners’ representatives (WFAG, CPRA and DCRA)?

#### 4.5 Final date for satisfaction of the condition.

Are we correct in presuming that this date is the same date as the long-stop date referred to in para 3.1?

### **Works**

#### 5. What is the timetable for when the works will be carried out and completed?

Finally, please would you let us know whether Aria, Persimmon or Clarke Willmott know of any constructional problems with the water feature, or of any legal pitfalls with the deeds of covenants, the membership of CPMCL, the freehold of the water feature or the general management, ownership or history of the Columbus Point Development that could impact on the viability of CPMCL now or in the future.

Obviously, this latest proposal and its suggested timescales fall under the shadow of the continued 'threat' of legal action, and while that action may be a persuasive tool in negotiations, it is causing huge concern and worry for many owners. We therefore urge you to address the above questions and comments immediately so we can make further strides towards reaching a satisfactory settlement.

We look forward to hearing from you.

Yours sincerely

*Bruno Di Lieto*

**Bruno Di Lieto**  
**Water Feature Action Group**  
Tel: (m) 07850 063 275  
(w) 01323 470 990  
Email: [water.feature@btinternet.com](mailto:water.feature@btinternet.com)  
Website: [www.waterfeature.eu](http://www.waterfeature.eu)  
Postal: Di Lieto's Coffee Lounge  
9 The Waterfront  
Sovereign Harbour  
Eastbourne BN23 5UZ

*Anton Levy*

**Anton Levy**  
**Chairman**  
**Columbus Point Residents**  
**Association**  
Tel: 01323 478405  
Email: [thecpra@hotmail.com](mailto:thecpra@hotmail.com)

*George Gatland*

**George Gatland**  
**Chairman**  
**Dominica Court Residents Association**  
Email: [george.gatland@googlemail.com](mailto:george.gatland@googlemail.com)

*Copied to:*

*Matthew Paine, Director CPML*  
*Chris Taylor, Clarke Willmott LLP*

*Forwarded to:*

*Stephen Lloyd MP*  
*Robert Cottrill, Chief Executive, EBC*  
*Jeff Collard, Senior Head of Development, EBC.*  
*Lisa Rawlinson, Development & Environment, EBC*  
*Ward Councillors: Gordon Jenkins, Philip Ede, Patrick Warner.*  
*East Sussex County Councillor David Elkin.*