

LP

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MAJOR CASEWORK



11, Lime Grove, Woking, GU22 9PW

Email: chair@hoevalleynf.co.uk

Tel: 07818441148

Ms Leanne Palmer
Planning Inspectorate,
Temple Quay House,
2, The Square,
Temple Quat,
Bristol,
BS1 6PN.

16th March 2021

Dear Ms Palmer,

Please find enclosed final statement of case in respect of Appeal PLAN/2019/1176, your ref APP/A3655/W/20/3265969, together with 12 photographs illustrating parking problems already being experienced and copy of Land Registry doc Title Number SY680229.

I sincerely hope these documents are acceptable to you.
I remain, yours faithfully

A handwritten signature in black ink, which appears to read "Robert Shatwell". The signature is enclosed within a large, hand-drawn oval.

Robert Shatwell

Chair

HVNF



11, Lime Grove, Woking, GU22 9PW

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Tel: 07818441148

Appeal PLAN/2019/1176

PINS Ref APP/A3655/W/20/3265969

1. This is statement of case on behalf of the Hoe Valley Neighbourhood Forum, (HVNF) to the appeal submitted by GolDev (Woking) Ltd against the decision by Woking Borough Council, (WBC), to refuse grant of planning application PLAN/2019/1176, as detailed on planning application.
2. The HVNF has been certified by WBC, being the local authority authorised under government regulations to do so in order to act on behalf of residents of HVNF.
3. HVNF believes that the planning application represents a serious over development of the site.
4. HVNF supports the decision, made by councillors elected by the residents and selected to form the planning committee authorised by WBC to decide on all planning applications, and in this regard to refuse planning consent. We believe that their decision, made with reference to WBC policies, was the correct decision.
5. HVNF, on behalf of the residents wish to have taken into consideration, further matters as :-
 - 5.1 WBC planning policy stresses that any development **MUST** be in keeping with the local surrounding area in respect of height and density. The local surrounding area is predominately bungalow and 2 storey housing, with garden, and at a density of approximately 16 homes per acre. Clearly 10/11 storey buildings with no gardens is not in keeping with the local area.
 - 5.2 At a public enquiry, held by Planning Inspectorate, the Inspector assessed the appropriate number of homes, on this 4 acre site, to be 93 homes over the entire site.
 - 5.3 Records held by the Land Registry, under title SY680229, copy enclosed, shows on page 3: Schedule of restrictive covenants; stipulation, para 1 states that no building other than detached or semidetached dwelling houses shall be

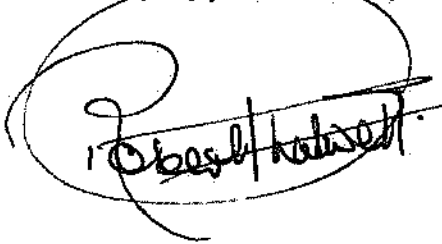
erected on this land and not more than 20 such dwellings per acre of land. This site being, in total 4 acres would allow for 80 dwellings. This is approximately in keeping with the inspectors assessment

- 5.4 Parking allowances are inadequate for a development of this size. There were no parking spaces provided for supporters of the football club and only some 66 parking spaces for over 1,000 homes. We live in a car orientated society where it could be anticipated there will be at least 1 car per household this would cause some 1,000 to 1,500 cars to be parked on local roads. This would cause, daily, congestion. Coupled with cars for approximately 2,000 football spectators, on match days this would totally freeze the surrounding area making the residents virtual prisoners in their homes.

To allow this appeal would breach the policies of the council. These policies are, to all intent, local laws and as such must be obeyed. To allow this to happen would mean losing our democracy.

On behalf of the residents of HVNF, and indeed Woking, may I respectfully ask that you uphold the democratic decision made by the councillors and reject this appeal?

I remain, Sir, yours faithfully

A handwritten signature in black ink, appearing to read 'Robert Shatwell', is written over a large, loopy circular scribble. The signature is written in a cursive style.

Robert Shatwell

Chair,

Hoe Valley Neighbourhood Forum

Title Number : SY680229

This title is dealt with by HM Land Registry, Durham Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 17 JUL 2019 at 22:27:31 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: SY680229
Address of Property	: Kingfield Sports Ground, Kingfield Road, Woking (GU22 9AA)
Price Stated	: Not Available
Registered Owner(s)	: KINGFIELD COMMUNITY SPORTS CENTRE LIMITED (Co. Regn. No. 3425394) of Acorn House, Chertsey Road, Woking, Surrey, GU21 5AB and of Acorn House, 5 Chertsey Road, Woking GU21 5AB.
Lender(s)	: WOKING BOROUGH COUNCIL

Title number SY680229

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 17 JUL 2019 at 22:27:31. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the HM Land Registry web site explains how to do this.

A: Property Register

This register describes the land and estate comprised in the title.

SURREY : WOKING

- 1 (07.09.1998) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Kingfield Sports Ground, Kingfield Road, Woking (GU22 9AA).
- 2 (16.05.2000) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 3 (16.05.2000) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered SY694987 in green on the filed plan dated 20 March 2000 made between (1) Woking Football Club (Holdings) Limited and (2) Woking Borough Council.

-NOTE: Original filed under SY694987.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (07.09.1998) PROPRIETOR: KINGFIELD COMMUNITY SPORTS CENTRE LIMITED (Co. Regn. No. 3425394) of Acorn House, Chertsey Road, Woking, Surrey, GU21 5AB and of Acorn House, 5 Chertsey Road, Woking GU21 5AB.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (07.09.1998) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.
- 2 (07.09.1998) A Conveyance of the land tinted pink on the filed plan and other land dated 20 September 1921 made between (1) Humphrey George Smallpiece (Vendor) and (2) The Woking Football and Sports Ground Limited (Purchasers) contains covenants details of which are set out in the Schedule of Restrictive covenants hereto.
- 3 (07.09.1998) A Conveyance of the land tinted blue on the filed plan and other land dated 26 July 1924 made between (1) Evelyn Ricks (Vendor) and (2) James Brackley (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 (07.09.1998) REGISTERED CHARGE dated 29 July 1998 to secure the moneys therein mentioned.
- 5 (07.09.1998) Proprietor: WOKING BOROUGH COUNCIL of Civic Office,

C: Charges Register continued

Gloucester Square, Woking, Surrey, GU21 1YL.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 20 September 1921 referred to in the Charges Register:-

And the Purchasers hereby for themselves and their assigns covenant with the Vendor his heirs and assigns and the owner or owners for the time being of the adjoining property to the intent and so as to bind (so far as practicable) the lands and premises hereby assured into whosever hands the same may come and to benefit and protect the adjoining property but not so as to render the Purchasers personally liable in damages for any breach of covenant committed after they shall have parted with all interest in the premises in respect of which such breach shall occur that they will within three calendar months after the date hereof erect and for ever thereafter maintain an unclimable fence to the approval of the Surveyor for the time being of the Vendor along the boundaries marked with a T in red ink on the said plan And that whenever the said piece of land ceases to be used for the purposes of football cricket tennis and recreation ground and for pavilions or club houses in connection therewith the Purchasers will observe and perform the stipulations contained in the Schedule hereto.

The Schedule above referred to

Stipulations

1. That no building other than semi-detached or detached dwellinghouses with or without stables coachhouses offices and outbuildings suitable thereto shall be erected on the said land and not more than 20 such houses shall be erected on each acre of land.
2. That any such dwellinghouse as aforesaid shall be of not less cost than £100 at prime cost of materials and labour at the prices in force at the date of these presents exclusive of stables and other outbuildings.
3. That no building shall be erected within ten feet of any Road to be formed on the said land.
4. That no building or any part of the said land shall be used for the purpose of carrying on any trade business or manufacture except for shops for the sale only of household necessaries and that no shed hut caravan booth or other chattel used or intended to be used as a dwellinghouse or sleeping apartment and no show swing roundabout fruit or other stall or anything of a like nature shall be made placed used or allowed to remain on any part of the said land and that upon the breach of this covenant the Vendor or his Agents may enter upon the said land or any part thereof and remove or dispose of any such erection or other thing as aforesaid and for this purpose may break fences and forcibly enter and shall not be responsible for the safe keeping of anything so removed or for any loss or damage happening thereto.
5. That no gravel clay sand or earth shall be excavated or dug upon the said land or any part thereof except so far as may be necessary for the levelling of the said land or erection of a dwellinghouse or any such outbuildings as aforesaid and that no clay or bricks shall be burnt on any part of the said land and that no sale of building materials shall be held thereon.
6. That no deposit of any building or other materials shall be made on any Road now or at any future time abutting on any part of the said land so as to obstruct the foot or carriageway thereof.

NOTE: The T marks referred to in the covenanting clause affect the Eastern and Western boundaries of the land shown tinted pink on the filed plan.

- 2 The following are details of the covenants contained in the Conveyance dated 26 July 1924 referred to in the Charges Register:-