

Matter 10 – LETCHWORTH AND ROYSTON		
Action	Date on which Action Completed	Examination Doc Reference No.
NHDC to add fifth criteria to Policy SP15(a) requiring the demonstration of how the loss of hedgerows will be kept to a minimum and how trees will be retained	MM061	
NHDC to reconsider the wording of LG4, LG9 and LG10 with specific regard to the references in the policies to open space and the extent to which any or all of those sites do in fact constitute 'open space', and consequently whether criteria that refer to open space in the policies should remain/be deleted/be amended.	MM300, MM303, MM304; Supporting note also enclosed as Appendix M10(LR)-1	ED146B
NHDC to add text to LG5 to clarify the specific non-listed buildings of relevance to the allocation <i>(Note: Error in published action list highlighted red)</i>	MM301; Supporting note also enclosed as Appendix M10(LR)-2	ED146B
NHDC to (1) remove reference to retention of area of priority orchard habitat in LG6 to reflect position on the ground (2) provide note in respect of any restrictions on the use of LG6 that arise through a Compulsory Purchase Order (3) explain in note why the orchard has been removed	MM302 Enclosed as Appendix M10(LR)-3 As above	ED146B
NHDC to remove bullet point 2 from RY2 and bullet point 1 from RY10	31 May 2018 MM336 & MM341	
NHDC to amend '40 homes' to '100 homes' in RY4	31 May 2018 MM337	
NHDC to check whether the permission for RY5 has been implemented	Enclosed as Appendix M10(LR)-4	ED146B

Appendix M10(LR) - 1

ED146B : Note on Sites LG4, LG9 & LG10 and open space provision

**North Hertfordshire Local Plan Examination
Note to Inspector**

Sites LG4, LG9 & LG10 and open space provision

1. Following the Matter 10 hearing session for Letchworth Garden City, the Inspector has asked the District Council to consider their position in relation to three proposed housing allocation sites on currently undeveloped land within the town.
2. The following action has been specified:
 - NHDC to reconsider the wording of LG4, LG9 and LG10 with specific regard to the references in the policies to open space and the extent to which any or all of those sites do in fact constitute 'open space', and consequently whether criteria that refer to open space in the policies should remain/be deleted/be amended (ED95, p.1)

The sites

3. LG4 is a former playing fields attached to Norton School which closed in 2002. The site is fenced off and signs erected by Hertfordshire County Council state that they own the land and that it is not public open space or a public right of way.
4. LG9 was part of the land around the former Lannock School which closed in 2009. The school building site has been redeveloped and is now a residential care home.
5. LG10 was formerly detached playing fields for Norton School which closed in 2002. The site is fenced off and signs erected by Hertfordshire County Council state that they own the land and that it is not public open space or a public right of way

Sports and open space evidence base

6. The Green Infrastructure Plan (2009) shows all three sites as Green Space within the Letchworth green infrastructure network, categorised as schools / institutional sports facilities (NHE15, Figure 2.1, p.19).
7. However, a review of the data underlying the more recent Open Space Review and Standards (OSC4) confirms that these sites were not included and therefore do not contribute to the assessed stock of open space in the town. Only those education sites with secured community use are included in the review.

8. The review identifies that, based upon the sites which are identified in the review, the level of outdoor sports facilities provision in Letchworth Garden City exceeds the Fields in Trust standards for this type of open space provision (OSC4, p.34).
9. The Playing Pitch Strategy Assessment Report (OSC1) does not include any of these three sites in its consideration of supply and demand as they do not presently contain any sports pitches.
10. OSC1 considers provision both District wide and across three sub areas. Letchworth Garden City falls within the Letchworth & Baldock and District sub-area which covers the two towns and a number of rural parishes to the east of Baldock.
11. The Assessment Report concludes, in relation to this sub-area that:
 - There are no current deficits in football provision. There are forecast future deficits in secured adult and youth pitches driven by planned growth (OSC1, pp.36-37);
 - There is a rationale for the development of a new 3G pitch in Letchworth but the resurfacing of the existing Hertfordshire FA stadia pitch [in the town] is one option for meeting this (p.49);
 - There is a shortfall of cricket pitches, but this could be resolved by installing a non-turf wicket at Weston Cricket Club to reduce overplay on the current pitches (p.68);
 - Demand for additional rugby pitches would be best met by delivering better training venues which could be sourced through investment into current pitches (p.81);
 - Potential new hockey pitches at Royston and Hitchin would reduced the residual district-wide shortfall to less than one (0.375) pitch (p.85);
 - The current supply of tennis courts is deemed adequate to accommodate current and future population growth (p.94);
 - No new athletics tracks are planned to be constructed (p.99);
 - Letchworth Garden City Bowls Club are operating below average club membership (per one green) are are thus likely to have capacity to increase use of the existing facilities (p.105).
12. With the exception of future provision for adult and youth football pitches (discussed below), the Playing Pitch Assessment Report does not identify demand for any sports uses that would support a policy requirement for the retention of these sites as potential open space.

Future strategy

13. A second-stage Playing Pitch Strategy and Action Plan, to address the needs arising from the Assessment Report, is currently being finalised. However, to date,

this has not identified any requirement to bring sites LG4, LG6 or LG9 back into use in order to address future playing pitch requirements.

14. To meet needs, the strategy is likely to focus on the improvement of existing facilities and / or exploring further opportunities to secure community use on existing education sites.
15. Provision from new development will also play a significant role in addressing future needs. The Open Space Review and Standards sets a standard for new development to provide 1.6 hectares of outdoor sports facilities per 1,000 persons (OSC4, p.37). In terms of qualitative criteria, this document states that

In relation to Outdoor Sports Facilities and Allotments, the Council will only seek on-site provision where this would generate a usable quantity of open space for a form of provision for which there is an identified requirement. For other developments, the Council will take a discretionary approach to commuted sums (OSC4, paragraph 15,34, p.39).

16. In practical terms this means that new provision is likely to be focused on the larger (groups of) sites. Within the Letchworth & Baldock and District sub-area, two strategic housing sites are proposed. Based on the broad approach in OSC4 , these would generate the requirements for Outdoor Sports facilities in the region of:
 - North of Baldock: 10.75 hectares; and
 - North of Letchworth: 3.5 hectares.
17. These quanta are clearly sufficient to generate a 'useable quantity of open space' and therefore provide opportunities to pro-actively address the future needs identified in the Playing Pitch Strategy Assessment Report.
18. Taken cumulatively, the three sites around the south-east of Baldock (BA2, BA3 and BA4) would generate a requirement for a further 1.9 hectares of Outdoor Sports facilities and it may be possible to explore further opportunities for provision here.
19. New schools are also proposed within the North of Letchworth (1 x primary) and North of Baldock (2-3 x primary¹, 1 x secondary) which will provide further opportunity to explore options for secure community use of new playing fields.
20. It is therefore considered that there are sufficient opportunities to address future requirements arising without resort to sites LG4, LG9 or LG10.

¹ A total requirement for six forms of entry (FE) of primary education provision has been identified on this site (Policy SP14 of the Plan and proposed to be amended). This could be configured in a number of ways. Hertfordshire County Council's operational preference is for primary schools to provide at least 2FE.

Conclusion

21. Sites LG4 and LG10 are not open to the public as they are fenced off and their status is clearly set out by the signage erected by Hertfordshire Council. Their previous use was as playing fields associated with the adjoining school but since the school was closed there has been no associated sports use or access.
22. Similarly, LG9 is remnant land following the closure of the associated school and does not have any open space status.
23. The sites were not included in Open Space Review and Standards (OSC4). They are not included in the Playing Pitch Strategy Assessment Report (OSC1) as they do not contain any sports pitches. None of the sites were public open space but land associated with an educational function.
24. The Council therefore consider that sites LG4, LG9 and LG10 do not constitute 'open space' in that they have not formed part of the relevant planning assessments supporting the plan.
25. The Council's evidence base, along with the emerging Playing Pitch Strategy and Action Plan do not suggest that these sites will be required to be brought back into use to meet existing or future needs.
26. The associated criteria in the respective policies should therefore be deleted.

Appendix M10(LR) - 2

ED146B : Note on Site LG5 and buildings of historic interest

**North Hertfordshire Local Plan Examination
Note to Inspector**

Site LG5 and buildings of historic interest

1. Following the Matter 10 hearing session for Letchworth Garden City, the Inspector has asked the District Council to clarify their position in relation to a proposed site-specific policy criterion on housing allocation site LG5, Land at Birds Hill. The relevant criterion states:

Retention of any building of historic and / or architectural interest (LP1, p.183)

2. Following the hearing sessions, the Inspector has asked the Council to clarify the buildings within the site to which this criterion relates.
3. Following consultation with the Letchworth Garden City Heritage Foundation (LGCHF), it is agreed that the criterion should apply to the following buildings:
 - Gunmetal & Bronze, Letchworth Casting Co. Ltd, Casting House;
 - Ogle; and
 - Vantage Point, Tenement Factory
4. These buildings are included in LGCHF's current guidance on Design Principles for Industrial Premises in Letchworth Garden City. The guidance identifies these as buildings of heritage importance. An extract from the guidance is attached as Appendix 1 to this note.
5. These buildings are not subject to statutory listing and are non-designated heritage assets for the purposes of the NPPF.
6. A modification to the site-specific criterion is proposed requiring the retention of these named buildings or, where this is not possible, justification for their loss. Any justification will assist in making the balanced judgement required by paragraph 135 of the NPPF.

NORTH HERTFORDSHIRE DISTRICT COUNCIL LOCAL PLAN EXAMINATION

ED146B - Matter 10

Appendix 1: Extracts from LGCHF Industrial Premises Guidance

DESIGN
PRINCIPLES



Industrial Premises

New Buildings, External Alternations & Signage
in Letchworth Garden City.



heritage
foundation
Letchworth Garden City

Introduction

The world's first Garden City

LETCWORTH IS SPECIAL...

It is the world's first Garden City, advocated by Ebenezer Howard as a solution to the poverty and squalor of England's cities and towns in the late 1800's. Garden Cities set out to achieve the perfect balance of town and country.

The approach of Howard's company to the ownership of land was special too: First Garden City Ltd insisted on retaining freehold ownership of its Estate. It did so in order to control developments on its land and create the necessary financial resources to fund future investment for the benefit of the town.

This guidance assists landowners, developers and investors when formulating proposals for alterations and new buildings. It only applies in cases where the Heritage Foundation is the Freeholder of the site and lease covenants mean that our approval is required for these works.

For confirmation of the details of the lease or your obligations under existing covenants, please contact our Managing Agents, Rapleys (helpline@rapleys.co.uk or 0800 9788 7021).

In cases where our formal approval is not required, we ask that you consider this guidance, but there will be no obligation to comply with its recommendations.



PLEASE REMEMBER...

An approval under the terms of your lease confirms that the proposals comply with the Foundation's requirements on design and aesthetics and is not:

- A planning permission;
- Listed Building consent;
- Advertisement Consent.

Also:

- Building Regulations approval may be required

WE'RE HERE TO HELP - FREE OF CHARGE

Contemplating development? Call us now on 01462 476007
You are advised to utilise our professional advice when formulating your proposals.

Pre-application advice

The earlier you come to talk to us, the more guidance we can provide.

Whether your plans exist in your head or are hand drawn, we can informally discuss your ideas and help you develop a scheme that meets your needs. We encourage investment and new employment in Letchworth and also seek to ensure that new buildings and alterations are sympathetic. Before you submit a formal application to our managing agents, Rapleys, we would be happy to meet you and your architect/agent for preliminary discussions on your proposals. If you would like to commence these discussions, please contact our Property Services Team on 01462 476007.

Background

The original Parker and Unwin plan was an early example of master planning a new community, with a zoned approach to industry, housing, leisure, agriculture and retailing. This approach influenced new settlements including the post war new towns.

The original master plan for Letchworth included the zoned industrial areas of Works Road and Icknield Way, which remain two of the main employment areas today. These areas still retain some buildings from these formative years of the Garden City.

Later development has resulted in a range of buildings of types. This includes post war brick and render buildings found in Pixmore Avenue, the 1960/70s development of Blackhorse Road, including brick, concrete and metal structures, and the more recent development in the Letchworth Business Park and at the western end of Works Road, which include later cladding techniques.

The proposed generic advice is equally applicable to all of these areas.

Proposals impacting on buildings, which are of heritage importance, must not detract from their character. The design of these applications will be more carefully scrutinised. The following buildings fall into this category:-

Birds Hill

Gunmetal & Bronze, Letchworth Casting Co. Ltd, Casting House

Ogle

Lloyds & Co. Letchworth

Vantage Point, Tenement Factory

Bridge Street

Spirella Building

Icknield Way

Chater Lee

Jabsco UK Sales, Cleghorn Waring, Creative Press

Irvin House

Openshaw Way

Fenner Building

Pixmore Avenue

Pixmore Café

Safe Store

Team Works, Go Karting and rear loading bay (Garden City Press)

Apparel Masters (Garden City Laundry)

Ridge Road

Leaderman's

Works Road

Aztec Logistics Ltd

Author Services Technical

Appendix M10(LR) - 3

**ED146B : Note in response of any restrictions on the use of Site LG6 that arise through a
Compulsory Purchase Order**

North Hertfordshire Local Plan Examination
ED95 - Matter 10
Note to the Inspector
30 April 2018

Note to Inspector in respect of any restrictions on the use of LG6 that arise through a Compulsory Purchase Order.

Introduction

1. As highlighted by a representor to the Local Plan examination, this plot of land has been the subject of controversy for many years. Periodically it has been argued by certain residents that the land cannot be developed as a consequence of its status as a 'buffer strip' or due to the existence of a restrictive covenant. It is clear that the land does not have any special legal status as a 'buffer strip' nor is there any restrictive covenant or agreement that prevents development. NHDC considers that there are no restrictions on the use of LG6 that arise through a Compulsory Purchase Order ("CPO").

Land acquisition

2. The land was originally acquired by First Garden City Limited (the statutory predecessor to Letchworth Garden City Heritage Foundation) following the making of a Compulsory Purchase Order which was confirmed on 12th May 1958. The land was subsequently transferred to Letchworth Urban District Council (the statutory predecessor to North Hertfordshire District Council) on 5 August 1960.

The background to the making of the CPO

3. Prior to the making of the CPO, Letchworth Urban District Council ("LUDC") was in correspondence with the County Planning Officer regarding a planning application for development on the land that it was intended would be acquired via compulsory purchase. A planning application was made on 5th July 1955 and a letter dated 23 August 1955 from the County Planning Officer to The Clerk to the Council explains that the permission had been granted and encloses a copy of that permission with reference 582-55. A copy of the letter is annexed [ED95/10-1(a)] as is a copy of the planning permission and associated application [ED95/10-1(b)] The content of the covering letter is considered later in this note.
4. On 21 November 1957 LUDC made the Letchworth (Town Development) Compulsory Purchase Order 1957 which included the land within LG6. A notice advertising the CPO is annexed [ED95/10-2]. The notice advises that the CPO is to be submitted for confirmation and sets out the procedure for objections to be lodged.
5. There were four formal objectors to the CPO; Letchworth Town Football Club, the owners of 165 Baldock Road, 179 Baldock Road and 185 Baldock Road.
6. LUDC considered the objections and at a meeting of the General Purposes Committee on 13th January 1958 resolved that: *written assurances be given to the four objectors that modifications will be made in the Town Development proposals designed to meet the points*

made by them and that they be asked to withdraw their objections on the basis of the objections so given. The minutes of the meeting are annexed [ED95/10-3].

7. Letters from 14th January 1958 show that the Clerk to the Council wrote to two of the objectors the following day to provide the assurances agreed by the Council (NHDC does not have any evidence as to whether the other two objectors were contacted).
8. The letter to the occupier of 185 Baldock Road provides an assurance that *'approximately two-thirds of your plot will be left in your occupation if you should so wish, namely the portion on the rear of the premises in Baldock Road extending to the boundary of the proposed residential development which has a depth of approximately 210 ft from the rear of the fence to the curtilage of Baldock Road'*. The land referred to in this letter forms part of LG6. The letter is annexed [ED95/10-4].
9. The letter to the occupier of 179 Baldock Road provides an assurance that *'my Council will allow you to retain the tenancy of plot number 11 on the Schedule to the Compulsory Purchase Order'*. The letter also states that the *'plot of land will fall within the Buffer Strip to be preserved between the proposed Town Development and the rear of houses in Baldock Road'*. The land referred to in this letter forms part of LG6. The letter is annexed [ED95/10-5].
10. On the 19th May 1958 the Clerk to the Council forwarded to Councillors a letter dated 15th May 1958 from a Mr Catlow on behalf of the Ministry of Housing and Local Government confirming the Compulsory Purchase Order with modifications to effect the agreed exclusions so far as they relate to the land in Part I of the Schedule to the Order, and without modification so far as it relates to the land in Part II of the Schedule. The letter is annexed [ED95-6]. The CPO and plans are annexed [ED95-7]. LG6 forms part of the land in Part 1 of the Schedule to the Order.
11. Paragraph 9 of the letter dated 15th May 1958 confirming the order states *'Other objections to the Compulsory Purchase Order had been made by the Letchworth Town Football Club, Mr M Greaves 165 Baldock Road Letchworth, Mr E C Sharp 185 Baldock Road Letchworth and Mr J H Reindorp 179 Baldock Road Letchworth. It was announced at the Inquiry that agreement had been reached with these objectors and the Minister was asked to give effect to these agreements.'*

The status of the land

12. It is the Council's firm view that neither the CPO nor the confirming letter dated 15th May 1958 gives any special status to the land within LG6.
13. It is clear that during the 1950's a decision was taken that at that time the land within LG6 would form a 'buffer strip'. The evidence suggests that this occurred in connection with the 1955 planning application as there is reference to the buffer strip in communications predating the making of the CPO in 1958. Nevertheless, it is clear from the copy planning application and permission that no condition was attached to the permission referencing a buffer strip.
14. The key document which has been put forward as evidence both as part of this Local Plan examination and at various occasion in the past to suggest that it was a legal requirement that a buffer strip be preserved in perpetuity is the letter which appears as ED95/10-1(a). NHDC is not of the view that this letter is evidence of any such arrangement and in this regard makes the following points:

- a. The relevant part of the letter states *“The only additional point I suggest you might wish to act on now is when you reply to the First Garden City, to ask them whether, if they are not satisfied with the arrangements outlined above, would they themselves retain and be responsible for a “buffer state” for agricultural purposes or as extensions to existing back gardens in perpetuity. If they were willing to do this, it would be quite possible for the L.C.C layout to be adjusted to exclude this area. My own feeling on this point is, however, that this would be a quite uneconomic proposition – to say nothing of the usual difficulties with regards to trespassers etc.”*
 - b. The letter simply addresses the practical arrangements of land ownership following the proposed acquisition of the land by CPO.
 - c. The writer clearly is not intending to place any obligation on the recipient (or any third party) via this statement. The writer sets out an option for land ownership (to ask First Garden City whether they would retain the land), but then adds his reservations about that option (it would be uneconomic and could lead to difficulties with trespassers).
 - d. The letter predates the CPO and therefore cannot be taken to attach any condition to the land acquisition.
15. Whilst negotiations leading up to the confirmation of the CPO led to assurances being given to the objectors, these assurances appear to relate to the granting of tenancies rather than to the retention of a buffer strip.
 16. The letter confirming the CPO [ED95-6] does not make any reference to a condition/ covenant/ agreement that the land within LG6 be preserved as a buffer strip in perpetuity. Any such obligation would by its nature need to be explicitly set out for it to be legally binding.
 17. Whilst the letter confirming the CPO [ED95-6] refers to the agreements reached with the objectors, there is no evidence to suggest that any such agreements were anything other than personal arrangements reached with the individuals at the time. There is no reference to any agreements being for the benefit of successors in title.
 18. The representor in his objection refers to a ‘signed agreement’ which ‘provides for a *“Buffer Strip”* which was specifically *“for the benefit of the existing houses along the Baldock Road”*. The Council does not accept that any such signed agreement exists.
 19. As highlighted by a representor at Local Plan examination, there is a lengthy history of events that post date the making of the CPO. However it is the view of the Council that all of these events are ancillary to the key issue as they ultimately relate to the interpretation of the events that took place in the 1950s, namely whether or not a legal obligation was created which required the land within LG6 to remain undeveloped. For the reasons set out in this note NHDC does not consider that any such restriction exists.

The absence of any restrictive covenant affecting the land

20. In the past it has been suggested to North Hertfordshire District Council that there is a covenant in existence which prevents development on LG6 and the representor to the examination has repeated this claim. The Council is firmly of the view that no covenant on the land exists. Neither the conveyance to the Council nor the registered title to the land refer to any covenant restricting development. The conveyance and title are annexed [ED95/10-8] and [ED95/10-9].

21. The case put by the representor is that the land ‘cannot be developed for housing due to the covenant as advised by NHDC officers’. So far as NHDC’s records show, at no time during the lengthy history of this matter has a legally qualified Council officer advised that a covenant exists. On the few occasions that other Council officers are said to have referred to the existence of a covenant, then it would appear that they have simply erroneously relied on misinformation. Any such statements do not alter the legal position which is that no such covenant exists.

Removal of the Orchard

22. For many years part of the land within LG6 had been let by way of 4 garden licences to various residents. It appears that over the years the land and trees, mainly apple trees, have not been managed in a very proactive way if at all.
23. A tree survey was carried out in 2015 by Ian Keen Ltd on the relevant land. The report dated 9 December 2015 assessed the condition of the trees. The report is annexed [ED95-10]. The trees were identified on a drawing with details of each individual tree and are recorded in the Schedule of Trees at Appendix 1 of the report. [ED95-11] The trees were identified using BS 5837: 2012 categorisation.
24. Ian Keen Ltd advised that *“the area appears to be a former orchard that is now in an overgrown and neglected condition, there is an assortment of buildings and structures throughout most of which are in a poor condition.”* Many of the trees were either dead, diseased, decaying or in a dangerous condition.
25. After consideration of the tree survey NHDC as landowner took the decision to remove those trees that in terms of public liability to third parties such as children from nearby properties that may enter the land, and for reasons of sound arboricultural management, could not realistically be retained due to their condition.
26. Enquiries of the District Council’s planning department were made to establish if there were any planning issues regarding the removal of the trees. The advice given was that there was no Tree Preservation Order on the land and that there was no planning objections to removal of the trees identified as dead, diseased, decaying or dangerous
27. Works to remove the trees were carried out in two phases, the first around February 2017 and the second around September 2017.

Conclusion

28. . Contrary to the assertion of the representor, there is no evidence to support the claim events in the 1950s created either an explicit or implicit agreement that the land at LG6 would remain undeveloped in perpetuity. There is no legal document by way of planning condition, registered title or court declaration to support the representor’s claim. It is therefore clear that nothing that took place in the 1950s is binding on the current position, and consequently there are no restrictions on the use of LG6 that arise as a consequence of the Compulsory Purchase Order.

Documents referred to in this note

ED95/10-1(a)	Letter dated 23 August 1955 from the County Planning Officer to Mr H Plinton
ED95/10-1(b)	Planning application 582-55 together with permission

ED95/10-2	Notice made in respect of the Letchworth (Town Development) Compulsory Purchase Order 1957 dated 21 November 1957
ED95/10-3	Minutes of a meeting of the General purpose committee of Letchworth Urban Town Council dated 13 January 1958
ED95/10-4	Letter dated 14 th January 1958 from the Clerk of Letchworth Urban District Council to Mr E. C. Sharp
ED95/10-5	Letter dated 14 th January 1958 from the Clerk of Letchworth Urban District Council to Mr J. H. Reindorp
ED95/10-6	Letter dated 19 th May 1958 from the Clerk of Letchworth Urban District Council to a Councillor forwarding a letter dated 15 th May 1958 from Mr Catlow on behalf of the Minister of Housing and Local Government
ED95/10-7	Letchworth (Town Development) Compulsory Purchase Order 1957 with Plan 1 and Plan 2
ED95/10-8	Conveyance dated 5 August 1960 and made between First Garden City Limited (1) and The Council of the Urban District of Letchworth (2)
ED95/10-9	Registered title HD425991 together with plan dated 3 April 2018
ED95/10-10	Tree Survey Report of Ian Keen Ltd relating to land at Radburn Way, Letchworth dated 7 December 2015
ED95/10-11	Tree constraints plan drawing number 9060/01 prepared by Ian Keen Ltd dated December 2015

23rd August 1955.

Dear Mr Plinston,

Town Development Act, 1952.
Jackmans Estate.

Planning Application No. N/582-55
Aug 1955

I refer to the planning application submitted by you on behalf of your Council on the 5th July 1955 and I have pleasure in enclosing formal planning permission for the 198 acres of the Jackmans Estate which now constitutes the agreed and revised boundary of this development. As you know, up to now the area has been 185 acres in accordance with the plan adjusted with Mr Johnson, my letter of the 26th October 1953 refers.

I also refer to your letter of the 19th August. In dealing with your application mentioned above, the question of the orchards to the south of the houses fronting Baldock Road has been specifically taken up with the Ministry of Agriculture and they raised no objection to the orchards being included in the planning permission. I have also discussed with this project, and they are to consider, in preparing their layout, the provision of particularly large gardens to give additional privacy to those existing houses, and to allow some of the fruit trees to remain in the L.C.C. gardens.

With regard to your negotiations for the acquisition of land, I can only suggest that you inform the First Garden City Ltd that your Council are adhering to the 198 acres for which they now have planning permission, and that the interests of the existing houses to Baldock Road are being borne in mind in the preparation of the layout. It seems likely that the L.C.C. Architects will be far enough advanced to discuss their draft before the 1st October, by which date it should be possible to have something sufficiently agreed to show the First Garden City Ltd. You may well consider it advisable to defer consideration of a Compulsory Purchase Order until the First Garden City's reaction is then obtained.

The only additional point I suggest you might wish to act on now is when you reply to the First Garden City, to ask them whether, if they are not satisfied with the arrangements outlined above, would they themselves retain and be responsible for a "buffer state" for agricultural purposes or as extensions to existing back gardens in perpetuity. If they were willing to do this, it would be quite possible for the L.C.C. layout to be adjusted to exclude this area. My own feeling on this point is, however, that this would be a quite uneconomic proposition - to say nothing of the usual difficulties with regard to trespassers etc. I hope this covers all the points on which you wanted my observations.

Yours sincerely,

County Planning Officer.

H. Plinston, Esq., LL.B.,
Clerk of the Council,
Letchworth U.D.C.
LETCHEWORTH.

D.C. 3

Code No. W/582-55
L.A. Ref. No. 4706.

ADMINISTRATIVE COUNTY OF HERTFORD.

~~MINISTERIAL APPROVAL PROCEDURE~~

~~MINISTERIAL PROCEDURE~~

~~PERIODIC PROCEDURE~~

TOWN & COUNTRY PLANNING ACT, 1947

To H. Flinton, Esq., LL.B.,
Clark of the Council,
Letchworth Urban District Council,
The Council House, Broadway, LETCHWORTH.

Housing Estate Development
on 198 acres of land to the east of Letchworth Gate
(Jackmans Estate) in the
Urban District of Letchworth.

Brief
description
and location
of proposed
development.

In Pursuance of their powers under the above-mentioned Act and the Orders and Regulations for the time being in force thereunder, ~~and under the~~
~~(under the provisions of the Local Planning Authority (Development Sub-committee) 1957, the~~
~~Board of the Local Planning Authority hereby permit the development~~
proposed by you in your application dated 5th July, 1955
and received with sufficient particulars on 19th July, 1955
and shewn on the plan(s) accompanying such application, subject to the following conditions:—

1. The approval of the local planning authority is required before any development is commenced to its -
 - (a) siting, and layout;
 - (b) design;
 - (c) external appearance;
 - (d) means of access.
2. The land shall be developed comprehensively and the siting of the development shall provide for the reservation of land for such open space, educational, shopping, recreational and communal facilities as may be adequate for the requirements of the proposed residents.

The reasons for the Council's decision to grant permission for the development subject to the above conditions are:—

1. To secure the interests of the local planning authority.
2. To ensure the provision of adequate neighbourhood facilities in the area to be developed.

Dated 15 day of August, 1955.

[Signature]
Clerk/~~Secretary~~ of the Council.

NOTE.

(1) If the Applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he may by notice served within one month of receipt of this notice, appeal to the Minister of Housing and Local Government in accordance with Section 16 of the Town and Country Planning Act, 1947. The Minister has power to allow a longer period for the giving of a Notice of Appeal and he will exercise his power in cases where he is satisfied that the applicant has deferred the giving of notice because negotiations with the local planning authority in regard to the proposed development are in progress. The Minister is not, however, required to entertain such an appeal if it appears to him that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the provisions of Section 14 of the Act and of the Development Order and to any directions given under the Order.

(2) If permission to develop land is refused, or granted subject to conditions, whether by the local planning authority or by the Minister of Housing and Local Government, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Council of the County Borough or County District in which the land is situated a purchase notice requiring that Council to purchase his interest in the land in accordance with Section 19 of the Town and Country Planning Act, 1947.

(3) In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused, or granted subject to conditions by the Minister on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Sections 20 and 79 of the Town and Country Planning Act, 1947.

D.C.1	For Official Use Only	
Country Council Code Number <u>N/582-55</u>	Local Authority Plan Number <u>4789</u>	
Date of receipt of completed information _____	Date received by Local Authority <u>7/7/55</u>	

ADMINISTRATIVE COUNTY OF HERTFORD

**Town & Country Planning Act, 1947.
Application for Permission to Develop Land**

29.2.52.

This application form is to be submitted in duplicate. Three copies of the necessary plans are required, one of which should be on transparent material. By arrangement with the Surveyor to the Local Authority it may be possible for the transparent copy to be dispensed with in certain types of application and replaced by two ordinary copies. In New Town Designated Areas one additional copy of the application and necessary plans must be submitted. One copy of the plans will be returned to the applicant.

To the LETCHWORTH

**Urban District Council
Letchworth Urban District Council**

I/We hereby apply for permission to carry out the development described in this application, and illustrated on the attached plans.

(Signed) _____
Clerk of the Council.
Date of Application 5th July 1955.

PART I—GENERAL PARTICULARS

(In this part the word "land" includes any buildings thereon)

(1) Name and address of applicant (not agent) IN BLOCK LETTERS.
Surname (State whether Mr., Mrs. or Miss) _____
Other Names LETCHWORTH URBAN DISTRICT COUNCIL
Postal Address The Council House, Broadway, Letchworth,
Herts. Tel. No. 622.

If signed by an Agent:
Name of Agent _____ Profession _____
Address of Agent _____
Tel. No. _____

<p>(2) (a) Particulars of the applicant's interest in the land (e.g. owner, lessee, prospective purchaser, yearly/monthly/weekly/tenant, etc.)</p> <p>(b) When was the interest in the land acquired?</p> <p>(c) If the applicant is a prospective purchaser or lessee of the land, state whether the vendor or lessor has consented to the proposed development.</p>	<p>(a) Prospective Purchaser.</p> <p>(b) —</p> <p>(c) The Vendor has consented to the proposed development.</p>
<p>(3) Address or location of the land to be developed</p>	<p>Land siting upon Letchworth Gate and containing an area of 193 acres approx. shown coloured green on the accompanying plan (Jardmans Estate).</p>
<p>(4) Describe the proposed development, including the purpose for which the land is to be used. If it is to be used for more than one purpose, give details.</p>	<p>Housing Estate development to be undertaken in pursuance of an agreement proposed to be entered into under the Town Development Act 1952.</p>
<p>(5) State the purpose for which the land is now used. If it is used for more than one purpose, give details.</p>	<p>Agricultural purposes.</p>

(6) State if the development involves the formation of a new, or the alteration of an existing, access to or from a road, and give a description of:—	
(a) existing means of access.	(a)
(b) proposed means of access.	(b)
(c) alteration to existing means of access.	(c)
(d) purpose for which the access is required.	(d)
(e) proposed width of access.	(e)
(f) type of construction.	(f)
(7) If the land is to be used wholly or partly for industrial or commercial purposes, state:—	
(a) the nature of the proposed industry or business, including, if for industrial purposes, a brief description of the processes to be carried on;	(a)
(b) the number of persons likely to be employed;	(b)
(c) total floor area;	(c)
(d) if for industrial use, how trade refuse will be disposed of;	(d)
(e) if for industrial use, how trade effluents will be disposed of;	(e)
(8) If new gates or fences are to be erected state their height and materials of construction.	

PART II—ADDITIONAL PARTICULARS REQUIRED IF THE APPLICATION IS FOR THE ERECTION OF A BUILDING. (If there is more than one building give separate particulars for each.)

(9) Has the site been included in a layout plan approved by the Local Planning Authority? If so state:—	
(a) date of approval;	(a)
(b) person to whom consent was granted;	(b)
(c) code or reference number of such consent.	(c)
(10) State the purpose for which the building is to be used. If it is to be used for more than one purpose, give details.	
(11) State the materials and colour proposed for the external finish of the building(s):	
(a) Walls;	(a)
(b) Roof.	(b)

PART III—ADDITIONAL PARTICULARS REQUIRED IF THE APPLICATION IS FOR A CHANGE OF USE or ALTERATIONS AND ADDITIONS TO AN EXISTING BUILDING.

(12) (a) How long has present use existed?	(a)
(b) If the land or buildings are unoccupied, state the purpose for which they were last used, and date on which vacated.	(b)
(c) Proposed use.	(c)
(d) Maximum area of buildings, as existing.	(d) _____ sq. ft.
(e) Maximum area of new buildings, as proposed to be extended.	(e) _____ sq. ft.
(13) State the materials and colour proposed for the external finish of the building(s):	
(a) Walls;	(a)
(b) Roof.	(b)

L.C.C. Code No. *N/581-55*

Plotted on Register *CRS*.....

Drawsheet No. *7.11. and 7.12.*

Preliminary observations of D.P.O.

Agree as outlined.

Previous applications affecting the site:- *301-49 & 267-52*

Particulars of application complete

Further information required:- *NIL*

11/1/55

Type of road affected:-

Responsible Authority

~~Public~~
Classified
Unclassified
~~Private~~

Local District Council
~~County Council~~

Proposed zoning on Development Plan:- *Res. Wd. O/A. PDS.*

Statutory List

Building of Architectural or Historic Interest - Statutory List
Supplementary List

Airfields Direction - Height restrictions Feet

Area of Landscape Value

Stevenage New Town Designated Area

Affecting main river - Lea Conservancy Catchment Area

Overflows - Special Area of Control - inside/outside

Consultations:-

Divisional Highway Surveyor
County Planning Officer
County Fire Officer

Stevenage Development Corporation
Min. of H. & C.
Min. of Ag.
Board of Trade
Nature Conservancy
Lea Conservancy Catchment Board

FINAL recommendation of D.P.O.

(N.S. Final recommendation to Local authority not to go until this space is completed)

L.C.P.A.

To be Forwarded by Local
Authority in Duplicate

HERTFORDSHIRE COUNTY COUNCIL

TOWN AND COUNTRY PLANNING ACT, 1947
(Part III. Control of Development)

H.C.C. Code Ref. No.

N/582-55

Name/Address of Applicant *Letchworth Urban District Council, The Council House, Broadway, Letchworth.*
Proposed Form of Development *Use of land for Housing Estate abutting Letchworth Gate.*

	PART ONE Local Authority's Surveyor's Observations on Application	PART TWO Divisional Planning Officer's Preliminary Observations	PART THREE Highway Authority's Observations	PART FOUR Final Recommendations of the Divisional Planning Officer
Date Received	7/7/55.		7/7/55.	
Ref. No.	1/08		4708.	
	No objection.		No objection.	
Date Dispatched	18/7/55		18/7/55	
Signature	<i>E. L. Musson</i>		<i>E. L. Musson</i>	

The County Planning Officers.

M/582-11/13.

21st July, 1955.

Use of Land for Housing Estate.
Letchworth, U.K.

Enclosed herewith is my file in connection with the above proposal. As far as my records go I do not appear to have the latest layout for this area prepared by yourself and I cannot therefore decide whether the boundaries are as agreed.

The zoning proposals on the Town Map include residential, woodland, public open space, shopping and two school symbols (secondary and primary education). I have not consulted the Land Commissioner as I am not sure whether this is necessary in view of the fact that there is no objection to the Letchworth Town Map when the scheme was presented to the Ministry of Agriculture. It may be, however, that you might wish to consult direct to keep the Land Commissioner informed of large scale development in this area.

Enc.

The Urban District of LETCHWORTH

SCALE - 1/7500

1000 2000 3000 4000 5000 FEET

Proposed roads & open spaces shown in this Plan are not necessarily permanent and subject to public rights of way. The plan is subject to modification and must not be taken as the basis of any contract.

NOTE: This Plan is not to be taken as the basis of any contract.



STAN



LETCHWORTH

LETCHWORTH

LETCHWORTH

THE TOWN DEVELOPMENT ACT 1952.

THE ACQUISITION OF LAND (AUTHORISATION PROCEDURE) ACT 1946.

LETCHEWORTH (TOWN DEVELOPMENT) COMPULSORY PURCHASE ORDER 1957.

TAKE NOTICE that the Letchworth Urban District Council in exercise of the powers conferred on them by the above mentioned Acts on the twenty first day of November 1957 made a Compulsory Purchase Order entitled the Letchworth (Town Development) Compulsory Purchase Order 1957 which is about to be submitted to the Minister of Housing and Local Government for confirmation authorising them to purchase compulsorily for a purpose connected with Town Development within the meaning of the Town Development Act 1952 the lands described in Parts I and II of the Schedule hereto

A copy of the Order and Maps referred to therein have been deposited at the Council House Broadway Letchworth and may be seen there at all reasonable hours.

If no objection is duly made by an owner, lessee or occupier (except tenants for a month or any less period than a month), or if all objections so made are withdrawn, or if the confirming authority is satisfied that every objection duly made relates exclusively to matters which can be dealt with by the Tribunal by whom the compensation is to be assessed the confirming authority may, if it thinks fit, confirm the Order with or without modifications.

In any case where an objection has been duly made by an owner, lessee or occupier (other than a tenant for a month or less) the confirming authority is required, before confirming the Order, either to cause a public local inquiry to be held or to afford to the objector an opportunity of appearing before and being heard by a person appointed by the confirming authority for that purpose, and may then, after considering the objection and the report of the person who held the enquiry or the person appointed as aforesaid, confirm the Order with or without modifications.

Any objection to the Order must be made in writing and addressed to the Minister of Housing and Local Government Whitehall London S.W.1 before the sixteenth day of December 1957 and should state the grounds of objection.

SCHEDULE-PART I

Land at Letchworth in the County of Hertford bounded on the west and south west by Letchworth Gate on the north west in part by the rear fences of Numbers 165-203 Baldock Road in part by Baldock Road and in part by Letchworth Town Football Ground on the north or by sports grounds and agricultural land and on the south and south east partly by the premises of the Co-operative Creamery and partly by the Willian to Baldock Road containing 195 acres or thereabouts and identified as .075 acres of land and a public footpath at the rear of 165 Baldock Road and parcels numbered 236, 237, 238, 289, 378, 379, 380, 381, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 406, 407, 408, 409, 410, 411 and part 412 on O.S. Herts. Sheets VII.11 and VII.15 (1938 revision) and coloured pink on Map I referred to in the Letchworth (Town Development) Compulsory Purchase Order 1957.

PART-II

Land at Letchworth in the County of Hertford having its western boundary 990 feet or thereabouts from the east side of Green Lane and bounded on the south side in part by the north side of Old Icknield Way in part by the property of the British Transport Commission comprising their railway line from Hitchin to Cambridge containing 19.5 acres or thereabouts and identified as part of parcel Number 182 on O.S. Herts. Sheet (1937 revision) and coloured pink on Map II referred to in the Letchworth (Town Development) Compulsory Purchase Order 1957.

DATED this twenty first day of November 1957.

Council House
Broadway,
Letchworth.

H. Christa
Clerk of the Council

GENERAL PURPOSES COMMITTEE

13th JANUARY 1958

904. Letchworth (Town Development) Compulsory Purchase Order 1957

- (a) Town and Country Planning Act 1947, Section 15: Proposed Development of Land forming part of O.S.182, Icknield Way, Letchworth (29.2.15/34.2.3B)

The Clerk reported that the Minister of Housing and Local Government (i) has called in for his decision the application dated 8th November 1957 made by First Garden City Limited (County Council Code No. N/984-57) which relates to land included in Part II of the Schedule to the Letchworth (Town Development) Compulsory Purchase Order 1957, and (ii) has decided that as the proposed use of the 20 acres of land for industrial purposes is a deviation from the proposals of the Development Plan, public notice of the proposed deviation must be given and any objections thereto will be heard by the Minister's Inspector at the Public Inquiry on the 28th January 1958.

The Clerk reported that the necessary public notice has been given.

(b) Jackmans Estate (34.2.3B)

The Clerk reported on the four objections received to the proposed Compulsory Purchase Order (which are in addition to those submitted by First Garden City Limited) relating to portions of land to the north of the Jackmans Estate.

The Clerk suggested that in each case it should be possible to meet the wishes of the objectors by making minor modifications in the Town Development proposals.

Resolved: That written assurances be given to the four objectors that modifications will be made in the Town Development proposals designed to meet the points made by them and that they be asked to withdraw their objections on the basis of the assurances so given. *

905. Static Water Tank Site, Green Lane (3.3.78)

The Clerk reported discussions and correspondence with the District Valuer concerning the claim for reinstatement of the land under the Compensation (Defence) Act, 1939, and that the District Valuer was unable to recommend any payment to the Council because in his opinion the value of the land in its damaged condition was above the compulsory purchase price based on the condition of the land in its pre-requisitioning state.

906. Letchworth Lane-Manor Way Development (29.2.21)

The Committee considered the decision of the Works Committee regarding the Company's request, as set out in Minute No. 897 and supported the recommendation.

907. Re-organisation Areas Measure 1944

Diocese of St. Albans—Ecclesiastical Re-organisation Area No. 1 (50.1.41)

The Clerk submitted a draft of the Scheme proposed to be made for the re-organisation of parishes in the Stevenage area, which has arisen as a result of the New Town development.

Resolved: That this Council have no objections to the draft Scheme.

C/BJR/34.2.3

16th January 1958

Mr E.C. Sharp
185 Baldoek Road
Letchworth

Dear Sir,

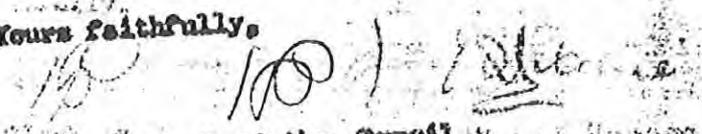
Letchworth (Town Development) Compulsory Purchase Order 1957

I refer to your letter of the 6th December 1957 in which you asked my Council to leave intact the plot of land which you cultivate at the rear of your premises.

I regret that it will not be possible to leave the plot intact because the southern portion of it is incorporated in the proposed development, but I can give you an assurance, and will you please take this letter as such an assurance, that approximately two-thirds of your plot will be left in your occupation if you should so wish, namely, the portion immediately abutting on the rear of the premises in Baldoek Road extending to the boundary of the proposed residential development which has a depth of approximately 210 ft from the rear fence of the curtilage of 185 Baldoek Road.

If you are prepared to accept this assurance, then will you please write to me saying so, and I will produce copies of the letters to the Minister's Inspector as indicating your satisfaction, and unless you so wish, it will then not be necessary for you to attend the Inquiry. I forward a stamped addressed envelope for your reply.

Yours faithfully,


Clark of the Council

encl.

The Council,
Letchworth

C/BJR/34.2.3

14th January 1958

Mr J.H.Reindorp
179 Baldock Road
Letchworth.

Dear Sir,

Letchworth (Town Development) Compulsory Purchase Order 1957

I refer to your letter of the 26th November 1957 concerning the plot of land which you lease from First Garden City Limited at the rear of your address in Baldock Road and which you use as part orchard and part cultivated ground. I write to inform you that as this plot of land will fall within the buffer strip to be preserved between the proposed Town Development and the rear of houses in Baldock Road, my Council, when they have acquired the land, will be prepared to continue your tenancy of plot No. 11 on the Schedule to the Compulsory Purchase Order.

You can take this letter as an assurance that my Council will allow you to retain the tenancy of plot No. 11, and as I feel sure you will be satisfied with this assurance, perhaps you will be good enough to write to me to that effect, and unless you wish to do so, there will be no need for you to attend the Inquiry as I will supply copies of this letter and your reply to the Minister's Inspector.

I forward a stamped addressed envelope for your reply.

Yours faithfully,



Clerk of the Council

LETCORTH URBAN DISTRICT COUNCIL

The Council House
Broadway
Letchworth.

G/BJR/34.2.3

19th May 1958

Dear Mr Councillor,

Town and Country Planning Act 1947
Town Development Act, 1952 - Proposed Development
of land off Icknield Way, Letchworth for Industrial
Purposes and The Letchworth (Town Development)
Compulsory Purchase Order 1957

I forward below copy of a letter dated 15th May 1958 which I have received from the Ministry of Housing and Local Government. I am sure you will be pleased to know that the Council has been successful in the Compulsory Purchase Order Inquiry both with regard to residential and industrial land.

Yours sincerely,



Clerk of the Council

1. I am directed by the Minister of Housing and Local Government to say that he has considered the report of his Inspector, Mr G.D. Buchanan, A.M.I.C.E., A.R.I.B.A., M.T.P.I., who held an Inquiry into

- (1) an application by First Garden City Limited for planning permission for the industrial development of some 20 acres of land off Icknield Way, Letchworth, which was referred to the Minister following his direction under Section 15 of the Town and Country Planning Act, 1947;
- (2) a Compulsory Purchase Order submitted by the Letchworth Urban District Council under Section 6(2) of the Town Development Act, 1952, relating to 215 acres of land required for housing and industrial development in connection with a scheme of expansion under the Town Development Act, 1952 and including the 20 acres of land referred to above.

2. In support of their application for planning permission to develop 20 acres of land off Icknield Way for industrial purposes, the First Garden City Limited said that they, the Urban District Council and the local industrialists had considered for some time that a much larger area, including this site, should be allocated for industrial use. They had not pressed this view as the local planning authority had promised to reconsider the matter at the first review of the development plan, but in the meantime as a result of their representations the local planning authority had submitted to the Minister a modification of the town map by which an area of some 12 acres in the angle between Green Lane and the railway was to be allocated to industrial use. This area adjoined the land which was the subject of the present application. Further expansion of industrial firms in Letchworth had now taken up much of the land allocated for industry the town map and the Urban District Council's proposals under the Town Development Act would give rise to a need for more. In addition to the present application the Company had therefore submitted an application relating to the industrial development of 14 acres of adjoining land to the west coinciding roughly with the 12 acres in respect of which the modification to the development plan was proposed. The County Council were understood to be willing to grant permission for this development and the whole of the site was already reserved for particular firms. Of the 20 acres comprising the application site 6 would be required to meet the needs of a number of small Letchworth firms who needed more room and the rest would be available for London industries prepared to come to the town as a result of the Town Development Act proposals. In the Company's view still more land for industry would soon be required.

3. In opposing the Compulsory Purchase Order the First Garden City Limited said their objection was confined to the 20 acres of land described in Part II of the Schedule to the Order, which the Urban District Council wished to develop as an industrial estate in connection with the expansion scheme. The Company had owned the freehold of the land

since about 1903 and as their purpose was the development of Letchworth as a Garden City, they had 50 years of experience in the provision of sites for industry on attractive terms. They would have no difficulty, financial or other, in developing the land as an industrial estate. They could begin at once and ensure that sites were ready for industry in advance of the movement of population. In reply to the argument that the land should be in the control of the Council to facilitate co-ordination of industrial and residential development, they said they were prepared to undertake that 14 acres out of the 20 would not be used other than for London industry except by leave of the Minister. They appreciated the force of the Council's argument that the principal financial benefit accruing from the expansion proposals would come from the development of land for industry but they did not consider that this was a reason justifying compulsory purchase of the land.

4. The County Council as the local planning authority said that before the application from First Garden City Limited had been received, the Letchworth Urban District Council had applied for permission to use the same area of land to provide for the transfer of industry from London in connection with proposals under the Town Development Act, 1952. In their view the amount of land allocated for industry in the Letchworth town map, together with the 14 acre area immediately west of the application site, the development of which they were prepared to permit, was sufficient to meet the needs of the expected population of Letchworth by 1971. This was 32,000 against a present population of 27,000 and the addition would consist largely of Londoners to be accommodated in the town as a result of the town development proposals. The County Council were prepared to grant permission for the industrial development of the application site only because it seemed necessary for the purposes of the Town Development Act that some specific land should be set aside for London industry. They did not agree that any part of the land need be used for the expansion of local firms. In an effort to retain the balance between population and industry they had secured an agreement with a local firm to the effect that 20 acres of vacant land in which that firm had an interest would not be developed for industry until 1973.

5. In support of the Compulsory Purchase Order the Letchworth Urban District Council said they had decided in principle in 1952 to undertake a scheme of expansion under the Town Development Act for the relief of congestion of population and industry in London. They considered the scheme would be of benefit to Letchworth because there was a shortage of labour for the local industries and because they thought that the completion of the Garden City project should be speeded up. They considered that an expansion scheme for the relief of congestion in London was in accord with the original aims of the Garden City. The total cost of the scheme would be about £3½ million and financial assistance, both from the Government and the London County Council, would be necessary to enable it to be undertaken. The Government had promised capital grants towards the cost of services and the London County Council had offered to provide working capital at low rates of interest for the first few years. Special housing subsidies would be available.

6. The scheme involved a considerable risk to the ratepayers and it was reasonable that they should enjoy any financial benefit that might accrue from it. This would come from the industrial estate rather than from the housing development. The scheme as a whole, however, would benefit the First Garden City Company since it would increase the demand for land for various purposes, particularly, it was thought, for the commercial sites which still remain vacant in the town centre.

7. The London County Council in support of the Urban District Council said that their agreement with the Council under the Town Development Act was conditional upon the Council's possession of land for housing and industry. Close co-ordination of housing development with the movement of industry at all stages was essential to the success of a scheme under the Town Development Act and this could not be secured unless one authority had control of the land required for both purposes.

8. Six owners of houses in Green Lane objected to the use for industry of the application site and the 14 acres adjoining it; they said they had always understood that the land to the east of Green Lane and north of the railway line would remain as open country. Industrial development at the rear of their houses would seriously impair their amenities and reduce their value.

9. Other objections to the Compulsory Purchase Order had been made by the Letchworth town football club, Mr M. Greaves, 165 Baldock Road, Letchworth, Mr E.C. Sharp, 185 Baldock Road, Letchworth and Mr J. H. Reindorp, 179 Baldock Road, Letchworth. It was announced at the Inquiry that agreement had been reached with these objectors and the Minister was asked to give effect to these agreements.

10. After considering the views of the County Council, the Urban District Council, the First Garden City Limited and the residents in Green Lane who objected to the proposal to use the 20 acre site off Toknield Way for industrial development, the Minister has reached the conclusion that in view of the present exceptional Letchworth under the Town Development Act, more land is required for industrial development and that the land off Toknield Way is the most suitable for the purpose since it can readily be served by the railway and adjoins the town's main industrial area on the south side of the railway to which it is connected by a road. He understands that the residents in Green Lane also object to industrial development of the land with an area of some 1/4 acres lying between their houses and the 20 acre site under consideration at the Inquiry. The Minister understands that both the County Council and the Urban District Council agree that this land should be developed to meet the needs of local industry and although the matter is not formally before him, he sees no reason to disagree with this view provided that planning permission is made subject to suitable conditions designed to safeguard the amenities of the houses in Green Lane. These might include the setting back of the western boundary of the industrial area so that it does not extend up to the gardens of the houses, and the planting of a screen of trees on the boundary. The Minister also considers that the grove of beech trees near the old quarry at the south-western corner of the site should be preserved if possible.

11. In considering the Compulsory Purchase Order the Minister has noted that the agreement between the Urban District Council and the London County Council to carry out a scheme of expansion under the Town Development Act is dependent on the Urban District Council's ownership of sufficient land to provide for both housing and industrial development. In the Minister's view the essence of a successful scheme under the Town Development Act is that industry as well as population should move out from the congested area and that a balance should as far as possible be maintained between housing and industrial development while the scheme is being carried out, and the timing of the two operations must be carefully managed. In his view this can be achieved satisfactorily only if the local authority of the receiving district has control of both operations. This was clearly the Urban District Council's view in including in their Order land for both purposes and the Minister considers that he should enable them to acquire the land they need to house the population and provide for the industry which are expected to come to Letchworth from London under the Town Development Scheme. He is not persuaded that it is necessary to use 6 of these 20 acres for local industry.

12. The Minister has therefore decided to grant permission for the industrial use of the 20 acres of land off Toknield Way subject to the condition that the siting, design and external appearance of any buildings to be erected shall be as agreed with the local planning authority or in default of such agreement as shall be determined by him, and to confirm the Compulsory Purchase Order with modifications to effect the agreed exclusions so far as they relate to the land described in Part I of the Schedule to the Order, and without modification in so far as it relates to the land described in Part II of the Schedule.

13. This letter is issued as the Minister's formal decision on both the application and the Compulsory Purchase Order.

I am, Sir,
Your obedient servant,

signed.. J. Oatlow

Authorised by the Minister
to sign in that behalf.

629

P7

1309/40573

LC 11201

Copy of The Letchworth (Town Development) Compulsory Purchase Order 1957 as confirmed with modifications by the Minister of Housing and Local Government on the twelfth day of May, Nineteen hundred and fifty-eight.



Letchworth Urban District Council

THE TOWN DEVELOPMENT ACT, 1952
and THE ACQUISITION OF LAND (AUTHORISATION PROCEDURE)
ACT 1946

LETCHWORTH (TOWN DEVELOPMENT) COMPULSORY PURCHASE ORDER 1957

The Urban District Council of Letchworth hereby make the following Order:

1. Subject to the provisions of this Order the said Urban District Council of Letchworth are under Section 6 of the Town Development Act 1952 hereby authorised to purchase compulsorily for a purpose connected with town development within the meaning of the Town Development Act 1952 the lands described in Parts I and II of the Schedule hereto delineated and coloured pink but excluding the land shown coloured pink hatched green on the Maps prepared in duplicate sealed with the Common Seal of the said Urban District Council of Letchworth and marked "Map I referred to in the Letchworth (Town Development) Compulsory Purchase Order 1957" and "Map II referred to in the Letchworth (Town Development) Compulsory Purchase Order 1957" respectively. One duplicate of each map is deposited at the offices of the said Urban District Council of Letchworth and the other duplicate of each map is deposited at the offices of the Minister of Housing and Local Government.
2. For the purposes of this Order Section 133 of the Lands Clauses Consolidation Act 1845 shall not be incorporated with the enactment under which the foregoing purchase is authorised.
3. In relation to the foregoing purchase Section 77 of the Railways Clauses Consolidation Act 1845 and Sections 78 to 85 of that Act as originally enacted and not as amended for certain purposes by Section 15 of the Mines (Working Facilities and Support) Act 1923, are hereby incorporated with the enactment under which the said purchase is authorised subject to the modifications that references in the said Sections to the company shall be construed as references to the said Urban District Council of Letchworth and references to the railway or works shall be construed as references to the land authorised to be purchased and any buildings or works constructed or to be constructed thereon.
4. This Order may be cited as "The Letchworth (Town Development) Compulsory Purchase Order 1957".

PART II

Land at Letchworth in the County of Hertford having its western boundary 990 ft. or thereabouts from the east side of Green Lane and bounded on its south side in part by the north side of Old Icknield Way and in part by the property of the British Transport Commission comprising their railway line from Hitchin to Cambridge, containing 19.5 acres or thereabouts and identified as part of O.S. 182 on O.S. Herts Sheet VII.7 (1937 Revision) and coloured pink and marked with the reference number 23 on Map II referred to in this Order and being in the ownership of First Garden City Limited and leased to and occupied by S. F. Stapleton.

SEALED PLANS	
OF THE	
LETCHWORTH U.D.C.	
Town Development Maps 1 & 2, Plan 600-601	C.P.O. 1954 12.5.58
Serial No. LC 11201	

Form 139/Reg. (639) 245888 3812 2,000 12/57 TSKCo.Ltd. Gp.808

SCHEDULE

PART I

Land at Letchworth in the County of Hertford bounded on the west and south west by Letchworth Gate on the north west in part by the rear fences of Nos. 165-203 Baldock Road in part by Baldock Road and in part by Letchworth Town Football Ground on the north east by sports grounds and agricultural land and on the south and south east partly by the premises of the Co-operative Creamery and partly by the Willian to Baldock Road containing 195 acres or thereabouts and identified as follows on O.S. Herts Sheets VII.11 and VII.15 (1938 Revision) and coloured pink on Map I referred to in this Order together with such buildings or erections as may be standing thereon :

<i>No. on Map</i>	<i>Quantity, Description and Situation of the land</i>	<i>Owner or Reputed Owners</i>	<i>Lessees or Reputed Lessees</i>	<i>Occupiers (other than tenants for a month or less period than a month)</i>
	2. Public footpath from Letchworth Gate.	First Garden City Ltd. Estate Office, Letchworth, Herts.		
2	3. 0.313 acres of land forming O.S.391.	First Garden City Ltd.		W. E. Abrahams
	4. 8.956 acres of land forming O.S.393.	First Garden City Ltd.		T. Rainbow
	5. Access way to Jackmans Plantation being parts of O.S. 392, 390, 387 and 408 with an area of 0.84 acres or thereabouts.	First Garden City Ltd.		W. E. Abrahams T. Rainbow W. Craddock H. D. Bruce H. E. Dugmore J. F. Gatland — Gladding Letchworth U.D.C.
	6. Agricultural land part of Lordship Farm consisting of O.S. 378, 379, 380, 236, 237, 238, 289, 381, 383, and 384, having an area of 152.781 acres or thereabouts and including (as O.S. 238 and 383) parts of the public bridleway from Letchworth Gate to Baldock.	First Garden City Ltd.	A. Appleby	A. Appleby

<i>No. on Map</i>	<i>Quantity, Description and Situation of the land</i>	<i>Owner or Reputed Owners</i>	<i>Lessees or Reputed Lessees</i>	<i>Occupiers (other than tenants for a month or less period than a month)</i>
	7. 4.649 acres of allotment gardens being O.S.385.	First Garden City Ltd.		Letchworth U.D.C.
	8. 0.973 acres of orchard land O.S.406.	First Garden City Ltd.		W. Craddock
	9. 0.29 acres of land part of O.S.390.	First Garden City Ltd.		
	10. 4.6 acres of agricultural land parts of O.S.390 and 387.	First Garden City Ltd.		T. Rainbow
	11. 0.36 acres of orchard land parts of O.S.389.	First Garden City Ltd.		J. H. Reindorp
	12. 1.05 acres of orchard land part of O.S.389.	First Garden City Ltd.		H. D. Bruce
	13. 1.390 acres of land O.S.388.	First Garden City Ltd.		G. H. Porter
3	14. 1.4 acres of land O.S.407 and part of O.S.387.	First Garden City Ltd.		E. C. Sharp
	15. 2.5 acres of land part of O.S.387.	First Garden City Ltd.		H. E. Dugmore
	16. 0.12 acres of land part of O.S.387.	First Garden City Ltd.		J. F. Gatland
	17. 0.75 acres of land part of O.S.408.	First Garden City Ltd.		— Gladding
	18. 0.75 acres of land parts of O.S.387 and 408.	First Garden City Ltd.		H. E. Dugmore
	19. 1.395 acres of land O.S.409.	First Garden City Ltd.		J. P. Banville
	20. 1.3 acres of land part of O.S.412 part of Letchworth Football Ground Car Park.	First Garden City Ltd.	Letchworth Town F.C.	Letchworth Town F.C.
	21. 3.092 acres of land O.S.410 (accommodation road from Baldock Road) and 386 (Jackmans Plantation).	First Garden City Ltd.		
	22. 5.553 acres of land part of O.S.411.	First Garden City Ltd.		T. Rainbow

SEALED PLANS

OF THE

LETCWORTH U.D.C.

Town Development Maps 1 & 2.

Plan 600-601

C.P.O 1954

12.5.58

Serial No. L.G.11201

FORM 133/ Reg. (699) 245988 3812 2,000 12/57 TS&Co.Ltd. Gp.808

LETCHWORTH

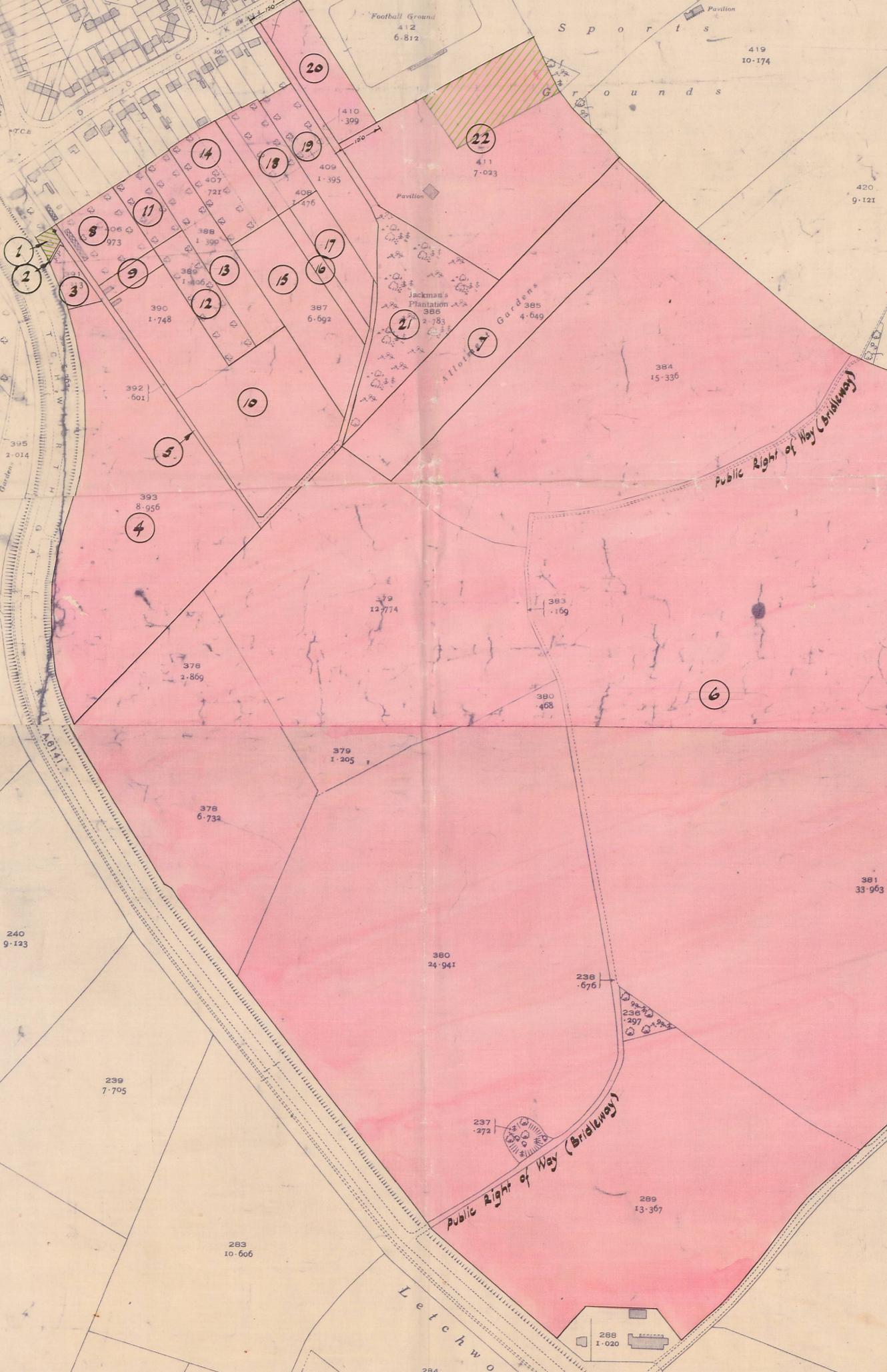
For deposit at Reading
**MAP I Referred To In The Letchworth (Town Development)
Compulsory Purchase Order 1957**

Scale ~ 1/2500

GIVEN under the seal of the
LETCWORTH URBAN DISTRICT COUNCIL
The 21st day of November 1957



W. Gay
Chairman of the Council
H. Plinston
Clerk of the Council



W. G. G. G.
ASSISTANT SECRETARY,
MINISTRY OF HOUSING AND
LOCAL GOVERNMENT.
12th day of May 1957

PLAN No: 600

280 Based upon (or reproduced from)
271 the Ordnance Survey Map with
the sanction of the Controller
of H.M. Stationery Office.

-6 SEP 1960

IN COMPLIANCE WITH THE PROVISIONS OF SEC 12 OF THE FINANCE ACT 1959



This

ONE THOUSAND POUNDS
LAWFUL TENDERS
SIX AUGUST 1960

TWO HUNDRED POUNDS
LAWFUL TENDERS
SIX AUGUST 1960

SIXTY POUNDS
LAWFUL TENDERS
SIX AUGUST 1960

CONVEYANCE is made the _____ day of August One thousand nine hundred and sixty BETWEEN FIRST GARDEN CITY LIMITED whose registered office is at the Estate Office Broadway Letchworth in the County of Hertford (hereinafter called "the Vendors") of the one part and THE COUNCIL OF THE URBAN DISTRICT OF LETCHWORTH in the County of Hertford (hereinafter called "the Council") of the other part

WHEREAS (1) the Vendors are seised in fee simple subject to certain tenancies but otherwise free from incumbrances of the property described in Parts One and Two of the First Schedule hereto (2) by virtue of the Letchworth (Town Development) Compulsory Purchase Order 1957 made by the Council on the twenty first day of November One thousand nine hundred and fifty seven and confirmed by the Minister of Housing and Local Government on the twelfth day of May One thousand nine hundred and fifty eight the Council is authorised to purchase compulsorily for a purpose connected with Town Development within the meaning of the Town Development Act 1952 the lands described in Parts One and Two of the said First Schedule (3) the Vendors have agreed to sell and the Council in pursuance of the said Order have agreed to the purchase of the said property for such estate as aforesaid for the sum of Sixty Two Thousand Nine Hundred and Sixty Pounds

NOW THIS DEED WITNESSETH as follows:-

In pursuance of the said Agreement and in consideration of the sum of SIXTY TWO THOUSAND NINE HUNDRED AND SIXTY POUNDS paid by the Council to the Vendors (the receipt of which the Vendors hereby acknowledge) the Vendors as Beneficial Owners hereby convey unto the Council ALL THAT the premises described in Parts One and Two of the First Schedule hereto TO HOLD the same unto the Council in fee simple free from incumbrances

2. The Vendors hereby acknowledge the right of the Council to the Production and delivery of copies of the Documents of Title set out in the Second Schedule hereto and hereby undertake with the Council for the safe custody thereof

IN WITNESS whereof the Vendors have caused their Common Seal to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE before referred to

P A R T I

ALL THAT piece or parcel of land situate in Letchworth in the County of Hertford bounded on the west and south west by Letchworth Gate on the north west in part by the rear fences of numbers 165-203 Baldock Road in part by Baldock Road and in part by the Letchworth Town Football Ground and Car Park on the north east by sports grounds and agricultural land and on the south and south east partly by the premises of the Co-operative Creamery and partly by the Willian to Baldock Road containing 192.887 acres or thereabouts and identified on O.S.Herts. Sheets VII. II and VII.15 (1938 Revision) as the whole or part of parcels number 391, 393, 392, 390, 387, 408, 378, 379, 380, 236, 237, 238, 289, 381, 383, 384, 385, 406, 389, 388, 407, 409, 412, 410, 386 and 411 and more particularly delineated by way of identification only with the admeasurements and apertals thereof on the Plan Number I hereto annexed and thereon edged red Together with such buildings and erections as may be standing thereon so far as Vendors can legally convey the said buildings and erections and all unsevered minerals in or under such land (other than coal and mines of coal as defined by the Coal Act 1938) And Also All That piece or parcel of land being the site of the existing track running out to Baldock Road between numbers 165 and 167 Baldock Road and shown on the

said Plan Number I and coloured red subject to the exception and reservation unto the Vendors and their successors in title and all persons authorised by them a right of way at all times and for all purposes over the said track

P A R T II

ALL THAT piece of land at Letchworth aforesaid lying eastwards of Green Lane and bounded on its south side in part by Old Icknield Way in part by property of the British Transport Commission comprising railway line from Hitchin to Cambridge containing 19.5 acres or thereabouts and identified as part of O.S.182 of Herts. Sheet VII.1 (1937 Revision) and more particularly delineated by way of identification only with the admeasurements and abutments thereof on the Plan Number hereto annexed and thereon edged red together with all unsevered mines in or under such land (other than coal or mines of coal as defined the Coal Act 1938

THE SECOND SCHEDULE before referred to

<u>Date of Deed</u>	<u>Description</u>	<u>Parties</u>
	As to the property described in Part I of the First Schedule	
25.9.1903	<u>Conveyance</u>	Mortimer Pawson Hancock The Garden City Pioneer Company Limited The Vendors
25.9.1903	<u>Mortgage</u>	The Vendors Mortimer Pawson Hancock
25.3.1906	<u>Transfer of Mortgage</u>	Mortimer Pawson Hancock Montague Pawson Douglas Mortimer Hancock and Edward Stilwell Freeland
13.7.1908	<u>Mortgage</u>	The Vendors Montague Pawson Mortimer Pawson Hancock and Douglas Mortimer Hancock
7.6.1912	<u>Reconveyance</u>	Montague Pawson Mortimer Pawson Hancock and Douglas Mortimer Hancock The Vendors
7.6.1912	<u>Reconveyance</u>	Montague Pawson Douglas Mortimer Hancock and Edward Stilwell Freeland The Vendors
5.10.1903	<u>Conveyance</u>	Claude Arthur Carey Aske and Hugh Henry John Perc Carey Askew Louise Mary Cotton Brown Mary Matilda Willoughby Prior The Garden City Pioneer Co. Limited The Vendors
6.10.1903	<u>Mortgage</u>	The Vendors Claude Arthur Carey Aske and Hugh Henry John Perc Carey Askew
22.12.1915	<u>Transfer of Mortgage</u>	Claude Arthur Carey Aske and Hugh Henry John Perc Carey Askew Georgiena Isabella Cotton Browne
3.4.1929	<u>Statutory Receipt</u>	Georgiena Isabella Cotton Browne The Vendors

Based upon (or reproduced from) the Ordnance Survey Map with the sanction of the Controller of H.M. Stationery Office.

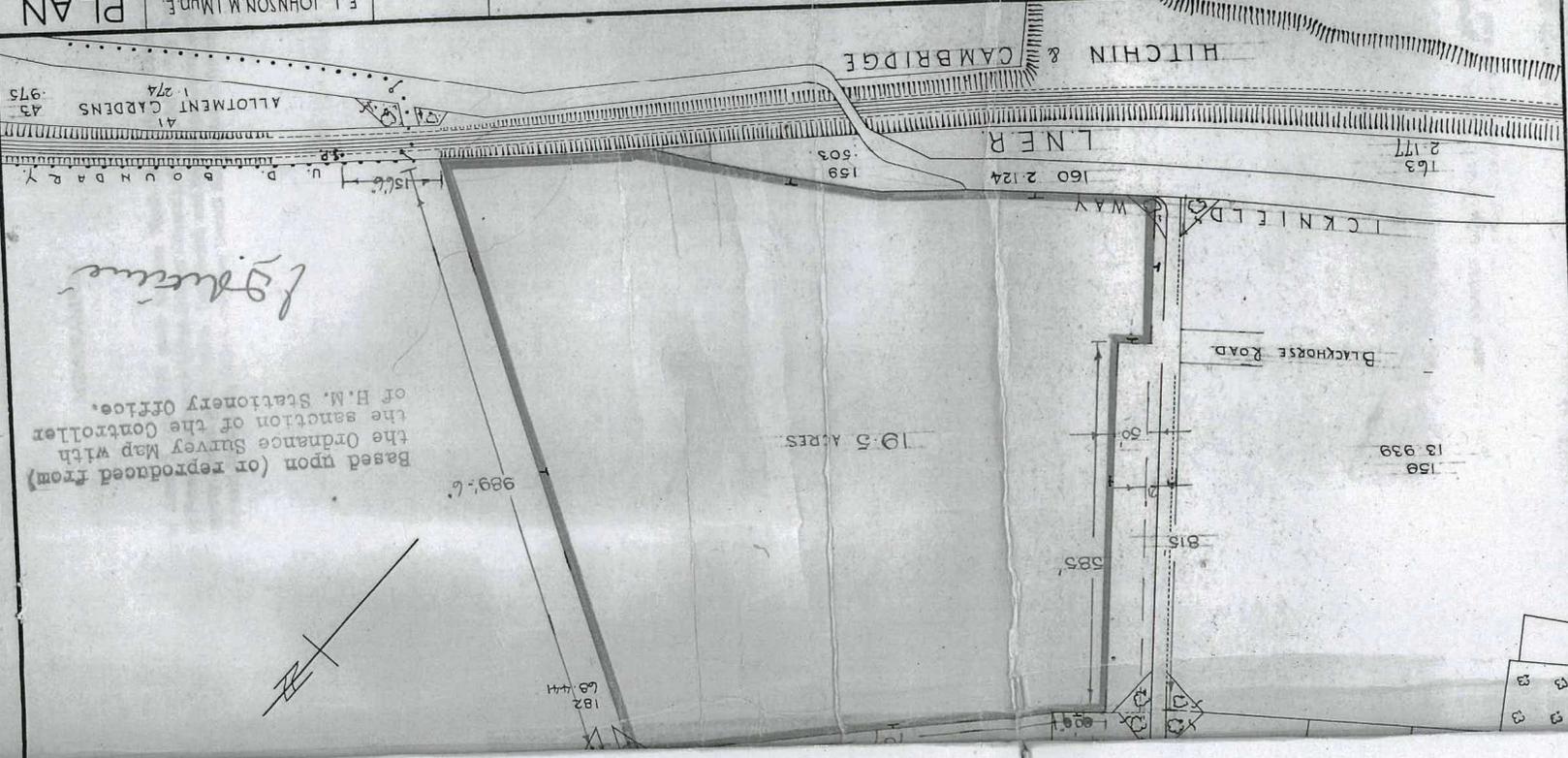
ALLOTMENT GARDENS
43
1 274
-975

PLAN No 601/10
E.L. JOHNSON M. I.M.W.N.E.
Engineer & Surveyor
Date 2-11-59
Drawn by *[Signature]*

SCALE 1/2500

Acquisition of Land East of Green Lane
For Industrial Use
Plan Referred To No 2

LETCHWORTH U. D. COUNCIL



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Letchworth now occupying part of the land conveyed by the within written Deed was conveyed in fee simple to the said JOHN WILLIAM BETTS and his right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking given for the safe custody thereof

MEMORANDUM by a Conveyance dated the fourteenth day of April One thousand nine hundred and eighty and made between THE NORTH HERFORDSHIRE DISTRICT COUNCIL (as successors in title to the former Letchworth Urban District Council) of the one part and EDWARD FULLER and ANN FULLER of the other part the dwellinghouse and premises known as Number 20 Lannock Letchworth now occupying part of the land conveyed by the within written Deed was conveyed in fee simple to the said EDWARD FULLER and ANN FULLER and their right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking given for the safe custody thereof

MEMORANDUM

By a Deed of Transfer dated 5 July 1999 made between North Hertfordshire District Council (successors entitled to the Former Letchworth Urban District Council) (1) and Melvin Roy Deards and Janet Deards (2) the property known as 63 Jarden Letchworth and the garage known as 58 Jarden Letchworth was sold to the said Melvin Roy Deards and Janet Deards for an estate in fee simple.

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and JACQUELINE ANNE BENDER and their right to production and delivery of copies of the
within written deed was thereby acknowledged and an undertaking given for the safe custody
thereof

MEMORANDUM by a Conveyance dated the eighteenth day of February One thousand nine hundred
and eighty and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in
title to the former Letchworth Urban District Council) of the one part and JOHN WILLIAMS
BETTS of the other part the dwellinghouse and premises known as Number 15 Swanstand
Letchworth now occupying part of the land conveyed by the within written Deed was conveyed
in fee simple to the said JOHN WILLIAM BETTS and his right to production and delivery of
copies of the within written deed was thereby acknowledged and an undertaking given for the
safe custody thereof

MEMORANDUM by a Conveyance dated the fourteenth day of April One thousand nine hundred and
eighty and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in title
to the former Letchworth Urban District Council) of the one part and EDWARD FULLER and ANN
FULLER of the other part the dwellinghouse and premises known as Number 20 Lamnack Letchworth
now occupying part of the land conveyed by the within written Deed was conveyed in fee
simple to the said EDWARD FULLER and ANN FULLER and their right to production and delivery
of copies of the within written deed was thereby acknowledged and an undertaking given for
the safe custody thereof

MEMORANDUM by a Conveyance dated the Eleventh day of August One thousand nine hundred and seventy-eight and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in title to the former Letchworth Urban District Council) of the one part and CHRISTOPHER JOHN ROBSON and FELISA AGUADO ROBSON of the other part the dwellinghouse and premises known as 1 Chatterton Letchworth now occupying part of the land conveyed by the within written deed was sold to the said CHRISTOPHER JOHN ROBSON and FELISA AGUADO ROBSON for an estate in fee simple and their right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking given for the safe custody thereof

MEMORANDUM by a Conveyance dated the Eleventh day of August One thousand nine hundred and seventy-eight and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in title to the former Letchworth Urban District Council) of the one part and KENRICK FITZMELBOURNE McCAMMON and KATHLEEN ENITHA McCAMMON of the other part the dwellinghouse and premises known as No. 23 Upper Maylins Letchworth now occupying part of the land conveyed by the within written deed was sold to the said KENRICK FITZMELBOURNE McCAMMON AND KATHLEEN ENITHA McCAMMON for an estate in fee simple and their right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking given for the safe custody thereof

MEMORANDUM by a Conveyance dated the *Fifth* day of *March* One thousand nine hundred and seventy-nine and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in title to the former Letchworth Urban District Council) of the one part and PATRICK JOSEPH BUCKLEY and MARGARET BUCKLEY of the other part the dwellinghouse and premises known as Number 7 Quills Letchworth now occupying part of the land conveyed by the within written Deed was conveyed in fee simple to the said PATRICK JOSEPH BUCKLEY and MARGARET BUCKLEY and their right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking given for the safe custody thereof

MEMORANDUM by a Conveyance dated the *Five* day of *July* One thousand nine hundred and seventy-nine and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in title to the former Letchworth Urban District Council) of the one part and DAVID BLOFIELD of the other part the dwellinghouse and premises known as Number 39 Rundells Letchworth now occupying part of the land conveyed by the within written Deed was conveyed in fee simple to the said DAVID BLOFIELD and his right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking given for the safe custody thereof

MEMORANDUM by a Conveyance dated the twenty fourth day of September One thousand nine hundred and seventy nine and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in title to the former Letchworth Urban District Council) of the one part and MICHAEL JOHN LEAKER and JOSEPHINE LEAKER of the other part the dwellinghouse and premises known as number 6 Radburn Way Letchworth now occupying part of the land conveyed by the within written Deed was conveyed in fee simple to the said MICHAEL JOHN LEAKER and JOSEPHINE LEAKER and their right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking given for the safe custody thereof

MEMORANDUM by a Conveyance dated the *Twentieth* day of *November* One thousand nine hundred and seventy-nine and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in title to the former LETCHWORTH URBAN DISTRICT COUNCIL) of the one part and JOHN RICHARD GODFREY and SALLY PATRICIA ANN GODFREY of the other part the dwellinghouse and premises known as Number 24 Lannock Letchworth now occupying part of the land conveyed by the within written Deed was conveyed in fee simple to the said JOHN RICHARD GODFREY and SALLY PATRICIA ANN GODFREY and their right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking given for the safe custody thereof

MEMORANDUM by a Conveyance dated the *Third* day of *December* One thousand nine hundred and seventy - nine and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in title to the former Letchworth Urban District Council) of the one part and FRANK CHRISTOPHER BENDER and JACQUELINE ANNE BENDER of the other part the dwellinghouse and premises known as Number 90 Maddles Letchworth now occupying part of the land conveyed by the within written Deed was conveyed in fee simple to the said FRANK CHRISTOPHER BENDER and JACQUELINE ANNE BENDER and their right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking give for the safe custody thereof

MEMORANDUM by a Conveyance dated the eighteenth day of February One thousand nine hundred and eighty and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in title to the former Letchworth Urban District Council) of the one part and JOHN WILLIAMS BETTS of the other part the dwellinghouse and premises known as Number 15 Swanstand Letchworth now occupying part of the land conveyed by the within written Deed was conveyed in fee simple to the said JOHN WILLIAM BETTS and his right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking given for the safe custody thereof

MEMORANDUM by a Conveyance dated the fourteenth day of April One thousand nine hundred and eighty and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in title to the former Letchworth Urban District Council) of the one part and EDWARD FULLER and ANN FULLER of the other part the dwellinghouse and premises known as Number 20 Lannock Letchworth now occupying part of the land conveyed by the within written Deed was conveyed in fee simple to the said EDWARD FULLER and ANN FULLER and their right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking given for the safe custody thereof

MEMORANDUM by a Conveyance dated the *Twelve* ^{April} day of *April* One thousand nine hundred and eighty and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in title to the former Letchworth Urban District Council) of the one part and DONALD CHARLES WATERS and SHIRLEY MADELINE WATERS of the other part the dwelling part and premises known as Number 7 Allison Letchworth now occupying part of the land conveyed and the within writted Deed was conveyed in fee simple to the said DONALD CHARLES WATERS and SHIRLEY MADELINE WATERS and their right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking given for the safe custody thereof

MEMORANDUM by a Conveyance dated the twelfth day of May One thousand nine hundred and eighty and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in title to the former Letchworth Urban District Council) of the one part and PETER ANTHONY O'WEARA and ROSEMARY ANN O'WEARA of the other part the dwellinghouse and premises known as 83 Swanstand Letchworth now occupying part of the land conveyed by the within written Deed was conveyed in fee simple to the said PETER ANTHONY O'WEARA and ROSEMARY ANN O'WEARA and the right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking given for the safe custody thereof

MEMORANDUM by a Conveyance dated the *12th* ^{May} day of *May* One thousand nine hundred and eighty and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in title to the former Letchworth Urban District Council) of the one part and WILLIAM ART BLACKMORE and AMY ELIZABETH BLACKMORE of the other part the dwellinghouse and premises known as 40 Upper Maylins Letchworth now occupying part of the land conveyed by the within written Deed was conveyed in fee simple to the said WILLIAM ARTHUR BLACKMORE and AMY ELIZABETH BLACKMORE and their right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking given for the safe custody thereof

MEMORANDUM by a Conveyance dated the *19th* ^{May} day of *May* One thousand nine hundred and eighty and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in title to the former Letchworth Urban District Council) of the one part and DAVID GEORGE COVENTRY and ELIZABETH COVENTRY of the other part the dwellinghouse and premises known as 1 Ellice Letchworth now occupying part of the land conveyed by the within written Deed was conveyed in fee simple to the said DAVID GEORGE COVENTRY and ELIZABETH COVENTRY and their right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking given for the safe custody thereof

MEMORANDUM by a Conveyance dated the *19th* ^{May} day of *May* One thousand nine hundred and eighty and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in title to the former Letchworth Urban District Council) of the one part and RAYMOND JOSEPH CHAPMAN and VICKI CHAPMAN of the other part the dwellinghouse and premises known as 62 Townley Letchworth now occupying part of the land conveyed by the within written Deed was conveyed in fee simple to the said RAYMOND JOSEPH CHAPMAN and VICKI CHAPMAN and their right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking given for the safe custody thereof

MEMORANDUM by a Conveyance dated the *19th* ^{May} day of *May* One thousand nine hundred and eighty and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in title to the former Letchworth Urban District Council) of the one part and GEORGE ALBERT DOCKERILL and ELLEN ROSE DOCKERILL and GARY GEORGE DOCKERILL of the other part the dwellinghouse and premises known as 31 Allison Letchworth now occupying part of the land conveyed by the within written Deed was conveyed in fee simple to the said GEORGE ALBERT DOCKERILL and ELLEN ROSE DOCKERILL and GARY GEORGE DOCKERILL and their right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking given for the safe custody thereof

MEMORANDUM by a Conveyance dated the *19th* ^{May} day of *May* One thousand nine hundred and eighty and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in title to the former Letchworth Urban District Council) of the one part and MICHAEL RONALD BRITTAİN and DOREEN MARIÓN BRITTAİN of the other part the dwellinghouse and premises known as 78 Upper Maylins Letchworth now occupying part of the land conveyed by the within written Deed was conveyed in fee simple to the said MICHAEL RONALD BRITTAİN and DOREEN MARIÓN BRITTAİN and their right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking given for the safe custody thereof

MEMORANDUM by a Conveyance dated the ninth day of June One thousand nine hundred and eighty and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in title to the former Letchworth Urban District Council) of the one part and TERENCE FREDERICK FURY and ANN JOYCE FURY of the other part the dwellinghouse and premises known as 12 Lannock Letchworth now occupying part of the land conveyed by the within written Deed was conveyed in fee simple to the said TERENCE FREDERICK FURY and ANN JOYCE FURY and their right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking given for the safe custody thereof

MEMORANDUM by a Conveyance dated the thirteenth day of July One thousand nine hundred and eighty one and made between THE NORTH HERTFORDSHIRE DISTRICT COUNCIL (as successors in title to the Hitchin Urban District Council) of the one part and PETER MARTIN GRAINGER and BARBARA ANNE GRAINGER of the other part the dwellinghouse and premises known as 4 Radburn Way Letchworth now occupying part of the land conveyed by the within written Deed was conveyed in fee simple to the said PETER MARTIN GRAINGER and BARBARA ANNE GRAINGER and their right to production and delivery of copies of the within written deed was thereby acknowledged and an undertaking given for the safe custody thereof

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THE COMMON SEAL of FIRST GARDEN
CITY LIMITED was hereunto affixed }
in the presence of:-



Directors

J. Attine
Secretary and Manager



BY A CONVEYANCE dated the 21st day of July One thousand nine hundred and eighty six and made between NORTH HERTFORDSHIRE DISTRICT COUNCIL (the successors in title to the Council of the Urban District of Letchworth) of the one part and the HERTFORDSHIRE COUNTY COUNCIL of the other part, part of the land comprised in the within written Deed shown cross hatched black and coloured pink on the plan marked A annexed hereto was sold to the said Hertfordshire County Council for an estate in fee simple in possession free from encumbrances and the right of the County Council to the production and delivery of copies of the within written Deed was thereby acknowledged.

By a Conveyance dated 10th January 1914 part of the land the subject of the within Deed measuring approximately 17 feet 4 inches by 13 feet 8 inches shown on the plan annexed marked "Finglan Water" was conveyed by North Hertfordshire District Council (the statutory successor in title to the Council of the Urban District of Letchworth) to Finglan Water Services Limited together with a right of way on foot or with vehicle equipment and machinery at all times over the remainder of the land as defined in the Conveyance and an acknowledgement on the part of the District Council to Finglan Water for production of this Deed.

The electronic official copy of the register follows this message.

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



Official copy of register of title

Title number HD425991

Edition date 12.03.2015

- This official copy shows the entries on the register of title on 03 APR 2018 at 17:13:28.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 03 Apr 2018.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Leicester Office.

A: Property Register

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

HERTFORDSHIRE : NORTH HERTFORDSHIRE

- 1 (12.01.2004) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the south east of Baldock Road, Letchworth Garden City.
- 2 (12.01.2004) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of land adjoining the south eastern boundary of the land in this title dated 31 March 2003 made between (1) North Hertfordshire District Council (Transferor) and (2) North Hertfordshire Homes Limited (Transferee):-

"TOGETHER WITH the rights and easements set out in Schedule B hereto EXCEPT AND RESERVING for the benefit of the Transferor and its successors in title owners and occupiers of the Retained Land shown on each of the same Retained Land Plans and each and every part thereof the rights set out in Schedule C hereto

SCHEDULE B

Rights Granted

1. The full right of subjacent and lateral support from the Retained Land and each and every part thereof for the benefit of the Property and each and every part thereof

2. The right for the Transferee its successors in title and its employees agents licensees and contractors subject to three days prior notice to the Transferor or its successors in title (except in case of emergency) to enter upon such part of the Retained Land as may be necessary with or without workmen materials and appliances for the purpose of repairing maintaining re-building or renewing the Property and all or any buildings now erected or to be erected within 80 years from the date hereof ("the Perpetuity Period") upon the Property (the person exercising such right making good forthwith at his or their expense all damage caused thereby)

3. The free and uninterrupted right to the passage and running of

A: Property Register continued

Services to and from the Property through and along all Service Media which are now or may be constructed within the Perpetuity Period through on under or over the Retained Land (insofar as the same serve the Property or any part thereof) either alone jointly or in common with the Transferor and all other person or persons who are now or may hereafter be entitled to connect with or use the same or any of them together with subject to three days prior notice to the Transferor or its successors in title (except in case of emergency) a right of entry as reasonably necessary on to the Retained Land with or without workmen materials and appliances for the purpose of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits PROVIDED ALWAYS that this will include the right to make within the Perpetuity Period further connections and to connect to and lay new Service Conduits through in under or over the Retained Land necessary for any increased flow from time to time in such routes as may be previously approved in writing by the Transferor such approval not to be unreasonably withheld or delayed (subject to the Transferee or its successors in title making good forthwith at its his her or their own expense all damage caused or occasioned thereby) PROVIDED FURTHER that the Transferor may for the purpose of developing the Retained Land or any part or parts thereof upon giving not less than twenty eight days' written notice vary or divert at its own expense the routes of any such Service Conduits (whether now in situ or not) SUBJECT TO such variation or diversion causing only temporary reasonable and essential interruptions to the service supplies to the Property the nature and extent of which having been notified in advance to the Transferee, and the Transferor making good forthwith at its own expense all damage thereby caused to the same PROVIDED THAT the varied or diverted routes of the Service Conduits over the Retained Land shall be adequate for the present use and occupation of the Property

4. The free and uninterrupted right for the Transferee and its successors in title the owner or owners for the time being of the Property or any part thereof and all persons authorised by it or them at all times and for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof in common with the Transferor and its successors in title and all other persons to whom a like right has been or may hereafter be granted to pass and repass over and along the roads (where appropriate with or without vehicles) footpaths and accessways now or hereafter forming part of the Retained Land and not publicly adopted (except where the same form an integral part of any individual dwelling within the Retained Land and are intended for the sole use and benefit of such dwelling) PROVIDED ALWAYS that the Transferor may for the purpose of developing the Retained Land or any part or parts thereof upon giving not less than twenty eight days' written notice vary or divert at its own expense the routes of any such roads footpaths and accessways (whether now in situ or not) SUBJECT TO such variation or diversion causing only temporary reasonable and essential interruptions to the access to the Property the nature and extent of which having been notified in advance to the Transferee, and the Transferor making good forthwith at its own expense all damage thereby caused to the same PROVIDED THAT the alternative routes provided over the Retained Land to the Property shall be adequate for the present use and occupation of the Property

5. All easements quasi-easements liberties privileges rights and advantages now used and enjoyed over the Retained Land or which would be implied by statute or by reason of severance hereby effected PROVIDED ALWAYS that the Transferor may for the purpose of developing the Retained Land or any part or parts thereof upon giving not less than twenty eight days' written notice vary or divert at its own expense the routes of the same (whether now in situ or not) SUBJECT TO such variation or diversion causing only temporary reasonable and essential interruptions to the same the nature and extent of which having been notified in advance to the Transferee, and the Transferor making good forthwith at its own expense all damage thereby caused to the same PROVIDED THAT the alternatives provided over the Retained Land to the Property shall be adequate for the use and occupation of the Property

A: Property Register continued

Exceptions and Reservations

1. The full right of subjacent and lateral support from the Property for the benefit of the Retained Land

2. The right for the Transferor its successors in title and its employees agents licensees and contractors subject to seven days prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen materials and appliances for the purpose of repairing and or maintaining the Retained Land and all or any buildings now erected or to be erected within the Perpetuity Period upon the Retained Land (the person exercising such right making good forthwith at its his her or their expense all damages caused thereby)

3. The free and uninterrupted right to the passage and running of water soil gas electricity or other piped fuel telephone television and any other services to and from the Retained Land through and along the Service Conduits which are now or may be constructed within the Perpetuity Period through on over or under the Property (insofar as the same serve the Retained Land or any part thereof) either alone jointly or in common with the Transferee and all other persons who are now or who may hereafter be entitled to connect with or use the same or any of them together with the right subject to seven days prior written notice to the Transferee or its successors in title (except in case of emergency) for the Transferor its successors in title and its employees agents licensees and contractors to enter upon the Property as reasonably necessary with or without workmen materials and appliances for the purpose of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (subject to the Transferor or other person or persons as aforesaid making good forthwith at their own expense all damage occasioned by such entry) PROVIDED ALWAYS that this will include the right to make within the Perpetuity Period further connections and to connect to and lay new Service Conduits through in under or over the Property necessary for any increased flow from time to time in such routes as may be previously approved in writing by the Transferee such approval not to be unreasonably withheld or delayed (subject to the Transferor or its successors in title making good forthwith at its his her or their own expense all damage caused or occasioned thereby) PROVIDED FURTHER that the Transferee may for the purpose of developing the Property or any part or parts thereof upon giving not less than twenty eight days' written notice vary or divert at its own expense the routes of any such Service Conduits (whether now in situ or not) SUBJECT TO such variation or diversion causing only temporary reasonable and essential interruptions to the service supplies to the Retained Land the nature and extent of which having been notified in advance to the Transferor, and the Transferee making good forthwith at its own expense all damage thereby caused to the same PROVIDED THAT the varied or diverted routes of the Service Conduits over the Property shall be adequate for the present use and occupation of the Retained Land

4. The right for the Transferor its successors in title and its employees agents licensees and contractors at all times and for all reasonable purposes connected with the use and enjoyment of any part of the Retained Land in common with the Transferee its successors in title and all other persons to whom a like right has been granted to pass and repass over and along the roads (where appropriate with or without vehicles) footways and accessways forming part of the Property and not publicly adopted except where such footways and accessways form an integral part of any individual dwelling within the Property and are intended for the sole use and benefit of such dwelling

PROVIDED ALWAYS that the Transferee may for the purpose of developing the Property or any part or parts thereof upon giving not less than twenty eight days' written notice vary or divert at its own expense the routes of any such roads footpaths and accessways (whether now in situ or not) SUBJECT TO such variation or diversion causing only temporary reasonable and essential interruptions to the access to the Retained Land, the nature and extent of which having been notified in advance to

A: Property Register continued

the Transferor, and the Transferee making good forthwith at its own expense all damage thereby caused to the same PROVIDED THAT the alternative routes provided to the Retained Land over the Property shall be adequate for the present use and occupation of the Retained Land

5. All easements quasi-easements liberties privileges rights and advantages now used and enjoyed over the Property or which would be implied by statute or by reason of severance in favour of a purchaser of such of the Retained Land adjoining or adjacent to the Property as if the same had been transferred to such purchaser and the Property hereby transferred had been retained by the Transferor PROVIDED ALWAYS that the Transferee may for the purpose of developing the Property or any part or parts thereof upon giving not less than twenty eight days' written notice vary or divert at its own expense the routes of the same (whether now in situ or not) SUBJECT TO such variation or diversion causing only temporary reasonable and essential interruptions to the same the nature and extent of which having been notified in advance to the Transferor, and the Transferee making good forthwith at its own expense all damage thereby caused to the same PROVIDED THAT the alternatives provided over the Property to the Retained Land shall be adequate for the use and occupation of the Retained Land.

In this Deed:

"Retained Land Plans" means those of the Plans on which Retained Land is designated

"Services" means gas electricity water foul and surface water drainage telephone telecommunications data transfer and other similar services

"Service Media" means mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all similar conducting media and apparatus other than those which are or shall become vested in the statutory undertakings."

NOTE: The land in this title formed part of the Retained Land referred to. The Property referred to adjoins the south eastern boundary of the land in this title.

- 3 (18.08.2014) 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.

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 (12.01.2004) PROPRIETOR: NORTH HERTFORDSHIRE DISTRICT COUNCIL of Council Offices, Gernon Road, Letchworth Garden City, Hertfordshire SG6 3JF.
- 2 (12.01.2004) The value stated as at 12 January 2004 was £350,000.
- 3 (12.03.2015) RESTRICTION: No transfer or lease is to be registered without a certificate signed by a conveyancer that the transfer or lease did not contravene section 95(1) of the Localism Act 2011.

C: Charges Register

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

- 1 (12.01.2004) The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 5 August 1960 made between (1) First Garden City Limited (Vendors) and (2) The Council of the Urban District of Letchworth (Council):-

Title number HD425991

C: Charges Register continued

"subject to the exception and reservation unto the Vendors and their successors in title and all persons authorised by them a right of way at all times and for all purposes over the said track"

NOTE: The track referred to is the track running out to Baldock Road between numbers 165 and 167 Baldock Road.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

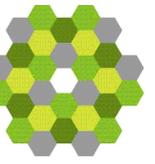
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

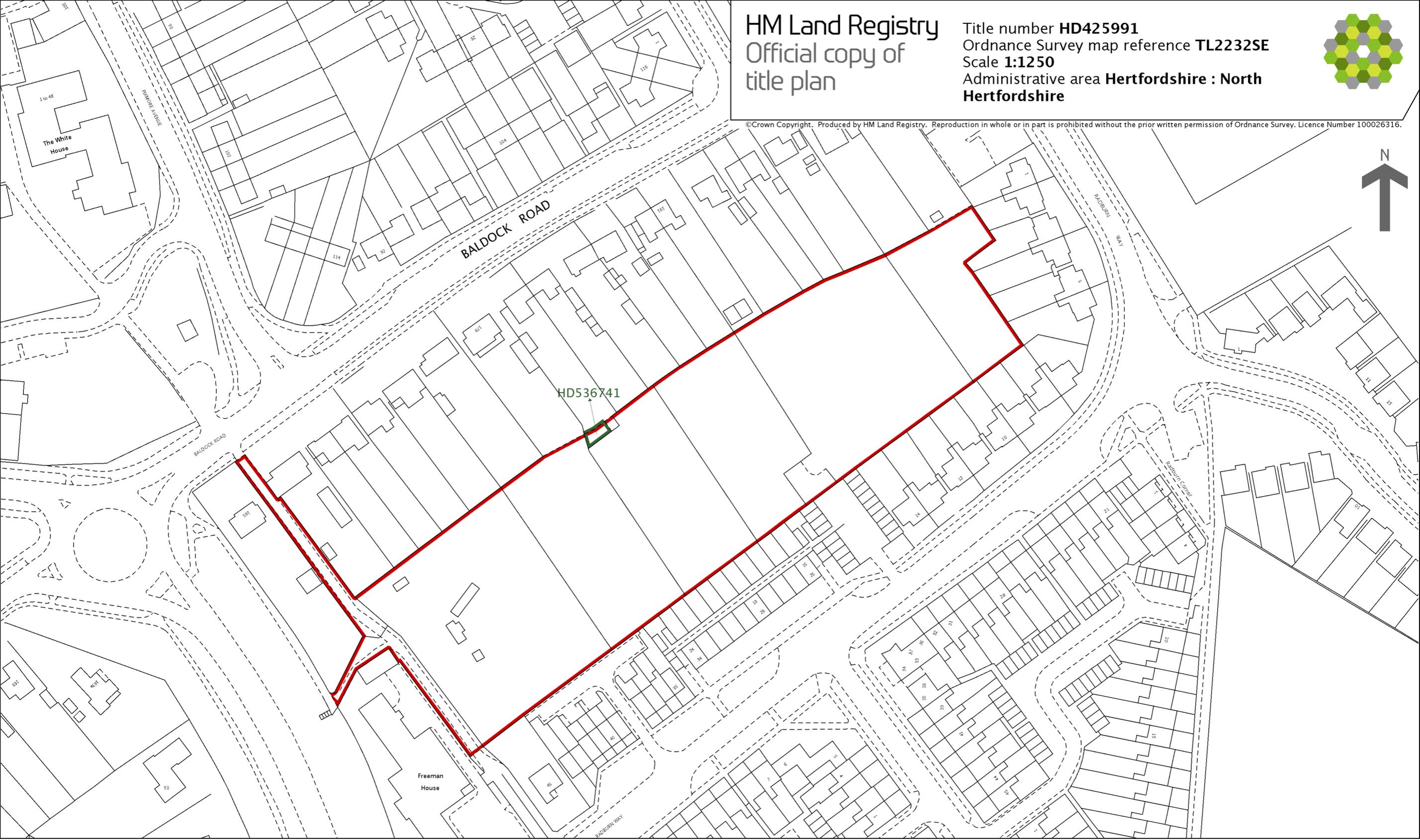
This official copy is issued on 03 April 2018 shows the state of this title plan on 03 April 2018 at 17:13:28. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Leicester Office .

HM Land Registry
Official copy of
title plan

Title number **HD425991**
Ordnance Survey map reference **TL2232SE**
Scale **1:1250**
Administrative area **Hertfordshire : North Hertfordshire**



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NORTON

MAP II Referred To In The Letchworth (Town Development) Compulsory Purchase Order 1957

Scale ~ 1/2500



GIVEN under the seal of the
LEITCHWORTH URBAN DISTRICT COUNCIL
The *21st* day of November 1957

J. J. Jay
Chairman of the Council.

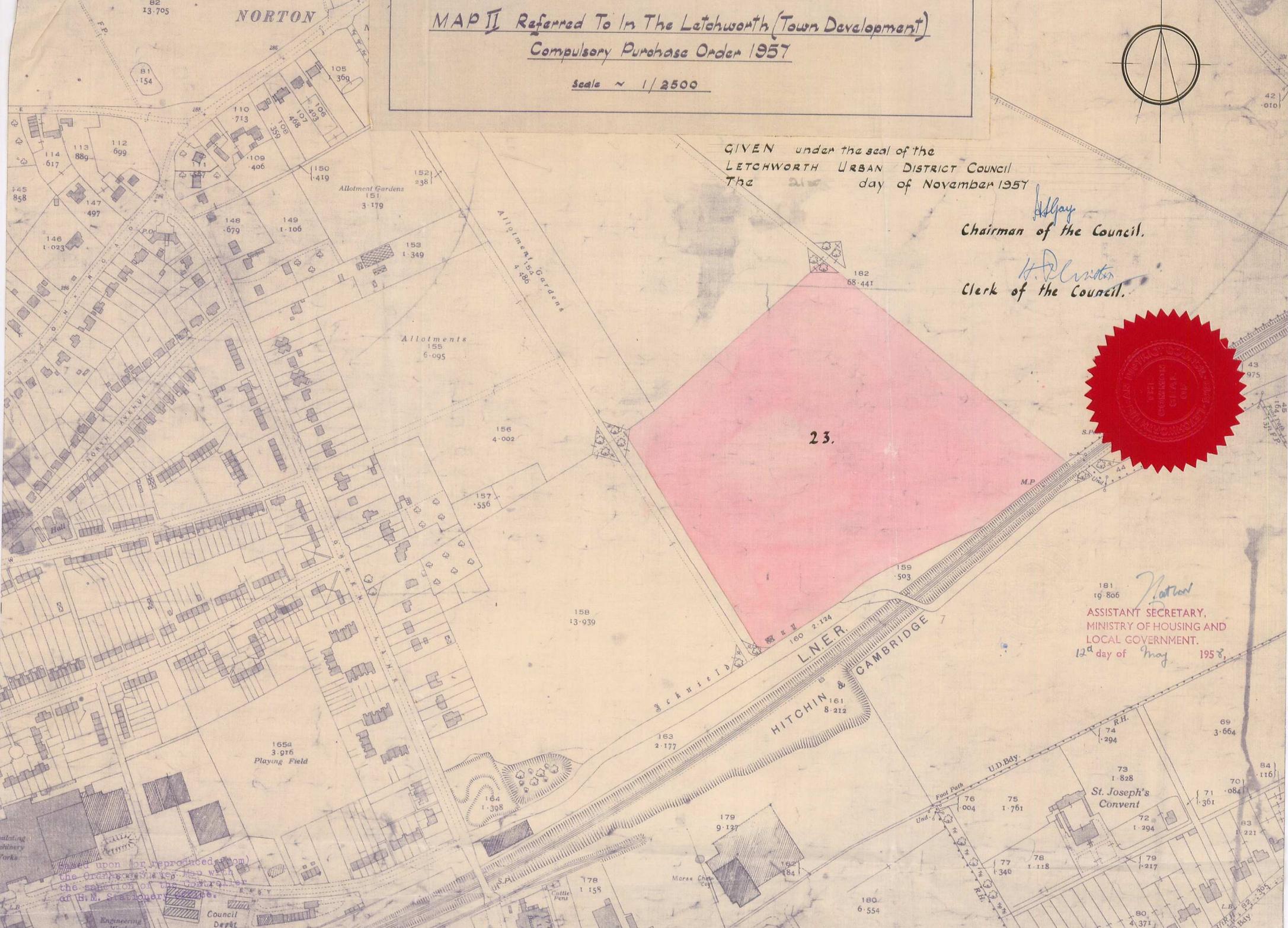
H. D. Weston
Clerk of the Council.



23.

Norton
181
19 806
ASSISTANT SECRETARY,
MINISTRY OF HOUSING AND
LOCAL GOVERNMENT.
12th day of May 1958.

Based upon (for reproduction)
the Ordnance Survey Map with
the sanction of the Controller
of H.M. Stationery Office.



I A N K E E N
L I M I T E D



Part 1

TREE SURVEY
OF ADDITIONAL LAND AT
FREEMAN HOUSE, RADBURN WAY,
LETCHWORTH GARDEN CITY

Our Reference
AP/9060/WDC

CLIENT

Vincent & Gorbing
Sterling Court,
Norton Road,
Stevenage,
Hertfordshire
SG1 2JY

Redlands Farm, Redlands Lane
Ewshot, Farnham, Surrey, GU10 5AS

Telephone 01252 850096
Facsimile 01252 851702
Email mail@keenconsultants.co.uk
Web: www.keenconsultants.co.uk

1. Objective

- 1.1 To assess the condition of the trees and provide sufficient information to enable decisions to be made on planning aspects of the site and its potential development.

2. Notes

- 2.1 The assessment was carried out from ground level from within the site or from any adjacent public place.
- 2.2 The assessment has been carried out following the guidelines set out in British Standard BS 5837:2012 Trees in relation to design, demolition and construction – Recommendations.
- 2.3 The survey was conducted by Andrew Poynter BSc (Hons), FArborA, MICFor, MCIHort on 7th December 2015.

3. Tree Identification and Details

- 3.1 As annotated on the drawing. Please note that sketch drawings or drawings marked ‘not to scale’ are indicative only, and tree positions should not be relied upon for design or setting out.
- 3.2 Details of each individual tree are recorded in the Schedule of Trees at Appendix 1 of this report.

4. Site Description

- 4.1 The site is located between Radburn Way and Baldock Road and north of Freeman House. This area is south east of Letchworth Garden City centre.
- 4.2 The area appears to be a former orchard that is now in an overgrown and neglected condition, there is an assortment of buildings and structures throughout most of which are in a poor condition.
- 4.3 There are multiple owners that appears to have separate areas which are separated by boundary features. These boundary features comprise fences of general disrepair together with linear vegetation.

5. Geology

- 5.1 This information is obtained from the (online) ‘Geology of Britain Viewer’ that contains British Geological Survey materials © NERC [2015]. The geological information given in this report should not be relied upon by other parties who are advised to carry out their own assessment of the site conditions to suit their own needs.

Bedrock Geology

- 5.2 1:50 000 scale bedrock geology description: Holywell Nodular Chalk Formation And New Pit Chalk Formation (undifferentiated) - Chalk. Sedimentary Bedrock formed approximately 89 to 100 million years ago in the Cretaceous Period. Local environment previously dominated by warm chalk seas.

Setting: warm chalk seas. These rocks were formed in warm shallow 'Chalk' shelf seas with little sediment input from land. They often consist of a calcareous ooze of the microscopic remains of plankton, especially the disc shaped calcite plates or coccoliths that make up the spherical coccolithophores.

Superficial deposits

- 5.3 1:50 000 scale superficial deposits description: Lowestoft Formation - Diamicton. Superficial Deposits formed up to 2 million years ago in the Quaternary Period. Local environment previously dominated by ice age conditions.

Setting: ice age conditions. These rocks were formed in cold periods with Ice Age glaciers scouring the landscape and depositing moraines of till with outwash sand and gravel deposits from seasonal and post glacial meltwaters.

6. General Guidance Notes for Development

- 6.1 These notes are provided as a guide to the designer. They represent my personal views of the tree stock, which trees should be retained and how they should be protected. The views expressed have not been subject to consultation or discussion with any other party.
- 6.2 If not already provided, the site designer should establish root protection areas by creating a circle around each tree with a radius of that shown in the schedule.
- 6.3 Ideally, building lines should be at least 2m outside the root protection area to provide working space for construction however protection measures can be taken if such clearance, in isolated cases, is not achievable. Service runs should be routed outside the root protection area. Limited use may be made for parking, drives or hard surfaces within the root protection areas, subject to advice from a qualified arboriculturist.
- 6.4 On residential developments consideration must be given to future tree growth and orientation, i.e. adverse shading and blocked views from windows raise concerns for incoming residents, which may lead to pressure to fell or remove trees in the future. Wherever possible arrange or orientate windows to primary rooms parallel or tangentially to tree canopies to lessen the conflict.

Signed:



Date: 9th December 2015

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Appendix 1

**SCHEDULE OF TREES
UPON ADDITIONAL LAND AT
FREEMAN HOUSE, RADBURN WAY,
LETCHWORTH GARDEN CITY**

**Our Reference
AP/9060/WDC**

Key to Schedule of Trees

Column Heading	Explanation
Tree No.	Unique number corresponding with number on plan
Species	English names
Ht (m)	Height in metres
Branch Spread	Crown radius in metres to cardinal points of the compass
Stem diameters (cm)	All measurements conform to Annex C of BS 5837:2012 Single stem - Stem diameter in centimetres measured at 1.5m above ground level. Multi-stemmed tree with 2 to 5 stems – Diameter of each stem Multi-stemmed tree with more than 5 stems – Average stem diameter and number of stems
Height of crown clearance	Height in metres between the ground and underside of canopy
Height of first major branch and direction of growth	Height from ground level to base of first major branch and the approximate direction of growth
Abbreviations as suffix to a dimension	<i>Suffix 'e' denotes an estimated dimension.</i> <i>Suffix 'av' denotes an average dimension</i>
Age class	Age Class definitions: Y = Young S = Semi-mature E = Early mature M = Mature O = Over mature
Category grading and Estimated remaining contribution (yrs)	Summary of BS 5837: 2012 categorisation: 1. Trees that do not warrant consideration for retention: U = those in such a condition that any existing value would be lost within 10 years and which should, in the current context, be removed for reasons of sound arboricultural management. 2. Trees to be considered for retention: A1, 2 or 3 = trees of high quality and value (substantial contribution >40 yrs) B1, 2 or 3 = trees of moderate quality and value (significant Contribution >20 yrs) C1, 2 or 3 = trees of low quality and value (but adequate, ie >10 yrs or young trees – until new planting can be established)
Estimated remaining contribution	Useful estimated remaining contribution of the tree or tree group
Condition	Brief description including physiological and structural defects
Preliminary management recommendations	Describes current arboricultural requirement for the tree in its current context
Root protection radius	Radius of minimum root protection area in metres calculated from section 4.6 and Annex D of BS5837:2012
Root protection area	Total area of minimum root protection area extrapolated from root protection radius

SURVEY OF TREES AT ADDITIONAL LAND AT FREEMAN HOUSE, RADBURN WAY, LETCHWORTH GARDEN CITY

Tree No.	Species	Ht (m)	Branch Spread (m)				Stem diameters (cm)							Height of crown clearance (m)	Height of first branch (m) and direction (compass point)	Age class	Category grading	Estimated remaining contribution (yrs)	Condition Physiological / Structural	Preliminary management recommendations	Root protection radius (m)	Root protection area sq.m	
			N	E	S	W	Single Stem	2-5 stems					More than 5 stems										
								Stem 1	Stem 2	Stem 3	Stem 4	Stem 5	Mean dia										No. stems
1	Lombardy Poplar	22	2av				75e								2	-	E	C1	>10	Reasonable condition although appears to be reduced in height previously.		9.00	255
2	Hawthorn	6	2av				<12ave								1	-	E	C2	>10	Short self sown group comprising principally hawthorn with occasional holly all of which are heavily covered with ivy. Provides localised screening.		1.44	7
3	Mixed Broadleaves	7	3av				15ave								2	-	S	C2	>10	Mixed group of predominately self sown trees and boundary hedging. Species include hawthorn, laburnum and sycamore.		1.80	10
4	Sycamore	10	2av					14	16						2	2W	Y	U	<10	Twin stemmed tree that appears to be self sown and cut down previously.		2.55	20
5	Apple	3	1	2	2	2	40e							2	2.5SW	M	U	<10	Heavily ivy covered and smothered specimen close to the boundary fence.		4.80	72	
6	Sycamore	10	6	2	4	4		34	16					2.5	2.5W	S	U	<10	Self sown specimen growing close to the boundary fence and will in due course displace the gravelled board structure.		4.51	64	
7	Apple	9	3	5	4	5		47	32	13				2	2S	O	C1	>10	Specimen has had some heavy branch removal in the past however is untypically large stemmed and crowned. No evidence of recent past management for fruit.		7.00	154	
8	Mixed Fruit	<7av	3av				35ave								2	-	O	U	<10	Overgrown apple & pear trees that appear to have been planted and probably managed as an orchard in the past, now has a unkempt feel and consequently a number of elder, sycamore and ash trees establishing together with overgrown vegetation which is principally elder with intertwined brambles to 2m on the southern side. Overall the trees are of very poor quality many with significant decay and deadwood throughout.		4.20	55
9	Sycamore	10	3av					19	7	9	12	13			0	-	Y	U	<10	Self sown specimen close to boundary.		3.40	36

SURVEY OF TREES AT ADDITIONAL LAND AT FREEMAN HOUSE, RADBURN WAY, LETCHWORTH GARDEN CITY

Tree No.	Species	Ht (m)	Branch Spread (m)				Stem diameters (cm)							Height of crown clearance (m)	Height of first branch (m) and direction (compass point)	Age class	Category grading	Estimated remaining contribution (yrs)	Condition Physiological / Structural	Preliminary management recommendations	Root protection radius (m)	Root protection area sq.m				
			N	E	S	W	Single Stem	2-5 stems					More than 5 stems													
								Stem 1	Stem 2	Stem 3	Stem 4	Stem 5	Mean dia										No. stems			
10	Eucalyptus	15	4	4	3	3		35e	25e	10e							3.5	4N	S	C1	>10	Multi stemmed specimen located offsite within neighbouring property.		5.30	88	
11	Mixed Broadleaves	10av	3av				<15ave											0	-	S	C2	>10	Overgrown boundary vegetation comprising cherry, apple, elder and occasional sycamore, all overgrown and either side of green chain link fence.		1.80	10
12	Beech	17	8	6	5	6		35e	30e	30e	15e						2	-	S	C2	>10	Prominent specimen although poor form with four separate stems that form a co-joined crown. Reasonable condition overall with significant overhang to the garden in which it is situated.		6.84	147	
13	Beech	14	2	3	5	3	39										6	6W	S	U	<10	Significant decay in the stem from ground level up to approximately 3m, the form of the initial injury is consistent with a second stem tearing out previously.		4.68	69	
14	Silver Birch	19	7	5	6	6	52										3	3.5N	M	C1	>10	Reasonable specimen in good overall form and condition but limited life due to its maturity.		6.24	122	
15	Mixed Fruit	<9	3av				35ave											2	-	M	U	<10	Mixed group comprising apple and plum within garden and they are located within mown grass.		4.20	55
16	Mixed Fruit	9	3av				35ave											2	-	O	U	<10	Neglected orchard where the trees have not been pruned or managed in the recent past. Many have significant decay and deadwood throughout the crown and some have failed.		4.20	55
17	Ash	17	7	6	5	6	55e										2	4N	E	C1	>10	Reasonable condition with the main stem that divides at approximately 2m, heavily ivy covered specimen preventing inspection of union, located on the boundary.		6.60	137	
18	Hazel	8	5av				45ave											1	-	O	C2	>10	Stored coppice that would benefit from re-coppicing.		5.40	92

SURVEY OF TREES AT ADDITIONAL LAND AT FREEMAN HOUSE, RADBURN WAY, LETCHWORTH GARDEN CITY

Tree No.	Species	Ht (m)	Branch Spread (m)				Stem diameters (cm)							Height of crown clearance (m)	Height of first branch (m) and direction (compass point)	Age class	Category grading	Estimated remaining contribution (yrs)	Condition Physiological / Structural	Preliminary management recommendations	Root protection radius (m)	Root protection area sq.m	
			N	E	S	W	Single Stem	2-5 stems					More than 5 stems										
								Stem 1	Stem 2	Stem 3	Stem 4	Stem 5	Mean dia										No. stems
19	Cherry	13	3	3	1	3	19e								5	5NW	S	C1	>10	Etiolated specimen with significant ivy cover up to 3m.		2.28	16
20	Sycamore	17	6	8	6	6	50e								0	-	E	C1	>10	Reasonable specimen that appears in good overall health and condition, heavy ivy cover up to approximately 12m which covers the main branch unions.		6.00	113
21	Shrub & Saplings	6	1av				<10								0	-	S	U	<10	Group of elder, cherry and ash that effectively divide the site, there is significant bramble growth within this area together with ivy up the stems of the vegetation. Towards the northern end of the group are some plums that are 8m but also heavily smothered in ivy.		1.20	5
22	Ash	11	3	3	2	4		21	16						2	2.5NW	S	C1	>10	Appears to be self sown specimen on edge of former fruit cage structure.		3.17	32
23	Norway Spruce	9	3av				19								0.5	1.5S	S	C1	>10	Offsite specimen in a satisfactory condition.		2.28	16
24	Apple & Holly	8	2av				25ave								0	-	M	C1	>10	Short linear group at the end of a residential garden in a reasonable condition with the exception of one apple tree that has fallen over into the site.		3.00	28
25	Sycamore	12	4av					18	19	17	9				2	2N	S	C1	>10	Self sown specimen that appears to have been cut down to ground level previously to give the multi stemmed form.		3.90	48
26	Mixed Fruit	<7	3av				30ave								2	-	O	U	<10	Group of declining and decaying fruit trees, both apple, pears and plums.		3.60	41
27	Sycamore	10	2av				20ave								2	2W	Y	U	<10	Pair of ivy covered stems.		2.40	18
28	Beech	11	2	2	2	2	21							2	1.5S	Y	C1	>10	Slight suppressed specimen but may succeed tree 13 in due course.		2.52	20	
29	Plum	10	2	3	5	5	41							1	4SW	M	C1	>10	Large example of species in a reasonable condition. Main stem divides at just above 2m.		4.92	76	
30	Goat Willow	7	2	2	3	5		22	19	15	12			2	2.5W	S	C1	>10	Multi stemmed specimen.		4.18	55	

SURVEY OF TREES AT ADDITIONAL LAND AT FREEMAN HOUSE, RADBURN WAY, LETCHWORTH GARDEN CITY

Tree No.	Species	Ht (m)	Branch Spread (m)				Stem diameters (cm)						Height of crown clearance (m)	Height of first branch (m) and direction (compass point)	Age class	Category grading	Estimated remaining contribution (yrs)	Condition Physiological / Structural	Preliminary management recommendations	Root protection radius (m)	Root protection area sq.m	
							Single Stem	2-5 stems														More than 5 stems
			N	E	S	W		Stem 1	Stem 2	Stem 3	Stem 4	Stem 5										Mean dia
31	Hazel	6	4av				50ave							1	-	M	C1	>10	Stored coppice that would benefit from re-coppicing.		6.00	113

Appendix M10(LR) - 4

ED146B : Note on site RY5 and commencement of development

**North Hertfordshire Local Plan Examination
Note to Inspector**

Site RY5 and commencement of development

1. Following the Matter 10 hearing session for Royston, the Inspector has requested that the District Council check whether the extant planning permission for the development of site RY5 has been implemented.
2. The Council's Partial Update to the Housing and Green Belt background paper (ED3, p.7) identifies that planning permission was granted on this site during the 2016/17 monitoring year under planning application reference 16/01477/1. A reserved matters application for 19 homes was subsequently granted permission in August 2017 (17/01125/1).
3. The partial update stated that the entirety of the site should remain as a housing allocation within the plan unless a substantive commencement of works is recorded prior to the completion of the examination.
4. Following routine monitoring visits during April 2018, it is confirmed that development of the site has commenced and the permission is therefore implemented.
5. It is therefore proposed to modify the submitted Plan and the Policies Map to delete this proposed allocation (LP1, p.201).