

St John's Park: a proposal

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Summary

This document is a proposal concerning St John's Park. It suggests a way the park can continue to be managed sustainably and for everyone's benefit; making sure the land can never be used for inappropriate purposes that might disturb neighbouring properties and upset users.

The reasons why the land is most unlikely to be developed are discussed. The constraints of the conservation area, tree preservation orders, and the significant weight of the covenants are set out.

The details of how and why a village green application could be made are considered, and the effects this could have on the land and its value. The risks of selling to an unknown owner are identified, along with likelihood of an unscrupulous or absentee landowner causing problems for neighbouring properties, and the difficulty in preventing this.

The value of the site was assessed by an independent professional surveyor, and his report is attached as an appendix. This report concludes that the market value of the site is £15,000 as at July 2011.

A solution is proposed which will allow the land to be managed in future in the way the current owners originally intended. A group has formed which intends to form a locally-controlled company or charity which will purchase the land at its market value, will retain the public amenity for the entire site, and will guarantee not to develop it in the future. Some funding sources have already been identified, conditional on the land being owned for the benefit of the public and not by private individuals.

The current owners are invited to support this proposal and to give the new group an agreed period of time to create the new holding body and raise the funds.

Background

St Johns Park is a wooded park in eastern Ryde. It is in private ownership, and the public have access to it.

In 2000 the St Johns Park Action Committee was formed with the intention of preventing development on the site, applying for village green status and seeking funding for purchase of the land.

The land was purchased by a group of local people from the previous owners, William Pears Ltd. in September 2000 at auction. Since then the land has been maintained more-or-less as it was purchased, with some minor repairs, public access unrestricted, and informal clean-up days involving local volunteers. On-going management issues facing the site are not serious. Although many opportunities exist for further work if funds allow, no immediate problems exist and the status quo is satisfactory to most site users and neighbours.

Status of the land

- The land is a part of the Ryde St Johns Conservation Area. The Conservation Area Appraisal published in 2011 says “...undoubtedly, the major contribution comes from the inner parkland. Although the parkland is overgrown and is now predominantly wooded this open space has an overwhelmingly positive impact on the area.”
- The land is subject to a number of overlapping Tree Preservation Orders, which together with the conservation area cover all of the land. These orders include: TPO/1988/44 (covers a large number of individual trees in back gardens, many of which overhang the park); TPO/1988/50 (covers all oak, maple and ash within a central part of the park and the eastern access) and TPO1994/16 (covers a woodland zone of all species in the southern part of the park). Additionally the Conservation Area gives protection to all trees with a stem diameter of 75 millimetres or more across the entire area.
- An application was made for village green status in 2000 but was withdrawn. No application is pending.
- The site does not include any registered common land. There are no common land constraints upon it nor can any be created.
- The parkland of St John's Park is on the IW Council's Local List of Buildings, Structures, Parks and Gardens of Architectural and Historic Importance (listed June 2008) because of the contribution it makes to the character of the area.
- The land is shown as Open Space in the Unitary Development Plan.
- A number of covenants exist upon the land and preclude development.

Analysis

Is the site likely to be developed?

The chances of gaining planning consent for any use class other than open space are essentially none. This would include any residential, industrial, or commercial use. In the 1970s a few applications for residential housing were successful, but none were ever implemented and all have now lapsed. Since that time various applications have been made but all have been unsuccessful - even on appeal - and the constraints on the site are now significantly greater than they have been in the past. To obtain consent for such a development would require a number of major planning policies to be waived. This does on occasion occur, but normally only where significant benefits can be gained elsewhere. In this case there is no possibility of such gains.

At various times the opinion of the Isle of Wight Council has been sought in this matter, for example in 2009 when Mike Gildersleeves, the area Planning Officer, concluded in a letter to the owners “*it is highly unlikely that the Local Planning Authority would be able to support any proposed development for residential purposes.*” He added “*additionally there would in my opinion be an avenue for the area of land to be classified as a Village Green if an application were to be made*”. The valuation report made in 2011 (see appendix) also refers to this, with similar conclusions.

But the planning system does allow landowners to undertake significant works without needing to apply for consent. These are known as permitted development. In the case of St Johns Wood this is a more likely outcome.

The current owners have managed the site with great sensitivity - maybe reflecting the fact that many of them live adjoining the site and have no wish to destroy the amenity they themselves enjoy, or to upset their neighbours. However if this changes, an unsympathetic or negligent owner could legally undertake substantial works to the site without the benefit of consent: or by neglect, fail to prevent others from doing it. Some of these could only be undertaken for limited times, or might require other consents. But even for a short time they could prove disruptive.

Examples of activities which could not be prevented, except by the landowner (as now) include:

- A lot of smaller trees (although not all) could be removed, right up to the boundaries, opening up the park considerably;
- All non-tree vegetation could be removed;
- Tracks and paths could be cut;
- Vehicles could use the site;
- It could be used for storage of equipment or spoil;
- Occasional recreational activities could be undertaken on the site which local people might find disturbing, such as paintball, off-road driving, camping or outdoor parties.

Are the covenants on the land meaningful?

A number of covenants exist upon the land and preclude development either directly; or by specifying that the properties require uninterrupted access to the woods from their back gardens. The beneficiaries are various adjacent properties in East Hill Road and West Hill Road. Covenants pass with the land and therefore the freeholders of any of the beneficiary properties could take private legal action to enforce their covenants, even if the agreement is old, or, as in the case of Cotswold Court in West Hill Road, now applies to an entirely new building.

Example covenant taken from the current Charges Register:

A Transfer of Cotswold, West Hill Road dated 12 July 1949 made between (1) London and Manchester Assurance Company Limited (Vendor) and (2) Alan James Blundell (Purchaser) contains the following covenants by the Vendor:- The Vendor hereby covenants with the Purchaser that the land tinted pink on the filed plan of the above title shall not be built up upon but shall remain as an Ornamental Garden or pleasure ground.

Covenant law can be difficult to interpret. Clearly in the past developers, and the current owners, have made plans to develop the land. They must have been aware of the covenants on the land and have assumed that these either would not or could not be enforced. However the freeholders of any of the benefiting properties could, if they were so inclined, take action to enforce a covenant - or seek a payment to release the owners from that covenant. Many freeholders are probably unaware that their properties currently benefit from these covenants. If the wood was under threat and they were to find this out, they may then be interested in taking action, especially if – as would inevitably be the case - the value of their property was affected.

There certainly is a risk that because of these covenants development would not be possible, or if it was, it would be after an unpredictable delay and legal costs. This could affect the likelihood of a developer taking that risk; and almost certainly would be a relevant factor when the value of the land is calculated.

Village green status

The campaign to purchase the land in 2000 included a commitment to seek village green status. In 2000, before the land was sold, a group of local people submitted a village green application to the Isle of Wight Council - presumably at that time they believed that the site was a village green. However after purchase the application was withdrawn and has not been progressed.

Changes to the law since the park's purchase in 2000 have made village green registrations significantly more common and easier to undertake. Today, just as the campaigners believed in 2000, St John's Park already appears to fulfil the necessary criteria for such a green to be registered. These are that:

1. People have undertaken lawful sports and pastimes on it;
2. For not less than 20 years;
3. These people are from an identifiable locality, or of any neighbourhood within a locality and;
4. They have done so as of right.

Any one of these people can apply to the Isle of Wight Council to register a village green: there is no cost to do so. All that is necessary is for evidence to be shown that the four conditions are met. This is usually done by interviews or questionnaires from local people. Sometimes an enquiry is held, and witnesses are asked to present their evidence in person. If a green is successfully registered, the landowner then cannot stop the local people from entering all the land to undertake lawful sports and pastimes - this essentially means that developing the land or fencing off any part of it becomes unlawful.

It is also possible for the owner of a site to voluntarily register a village green. This process costs nothing and does not require any enquiry or evidence other than proof of ownership.

To get a village green registered by anyone other than the owner would require some work gathering evidence, although not much money. The landowners are unlikely to wish to invest much money in a barrister or specialist solicitor to defend the case, as (given the low chance of any development) the potential financial benefits to them would be little.

An application could depress the value of the site, and would achieve nothing on the ground. It also can have the effect of pitting neighbour against neighbour, which can be an undesirable outcome and would reduce the chance of volunteer and community support in the future. If the site had a stable future, it might be preferable to encourage local people to become involved with the site positively, for example as volunteers or 'friends of'. Many will remember the campaign in 1999/2000 and wonder why such a campaign is needed again.

The timescale associated with such an application is also significant. At present, it can take many months or even years to determine an application, which meanwhile would be revealed to any potential purchaser or mortgagee. So the mere act of submitting even an inadequate village green application is known to be a way to discourage the sale or development of a site in the short term.

What would trigger a village green application?

An application can be made by any person who uses the site or has used it in the past. So at any time such a person might choose to do so. At present the landowners allow local people to use their rights unhindered. What is most likely to provoke somebody to bring forward an application

would be if these rights were to be restricted or threatened, for example by reducing or stopping public access to all or some of the park, or by a planning application, threat to sell or similar public indication that the use of the park might be restricted in the future. It would not be necessary to stop access to all of the park, or for this to be for any significant period of time.

An application can be made at any time. In most cases, there is a two-year period for applications allowed after any access restrictions actually come into force, so for example if a fence were erected to keep the public out of part of the area, so long as an application were made within two years of this, it could be accepted.

What other future work is possible?

There are various possibilities for grant funding and management of the woodland, but all of these require a secure and long-term commitment to public access. These include Heritage Lottery, and Forestry Commission Small Woodlands Grant. A meeting with the Island's Forestry Commission forester confirms that the site is still eligible for the English Woodland Grant Scheme, which pays 80% of the management costs so long as the landowners will agree to allow public access to the land for ten years (so long as the value of the grant is £10,000 or less - it is longer for larger sums).

If the landowners were willing to make such an access commitment then funding for enhancing and maintaining the amenity of the site would be considerably easier to access.

However the existing management of the site appears to be acceptable for most site users. Grant funding and improvement of the site might not necessarily be the best way forward. The neighbouring properties may be reluctant to see significantly enhanced public access, or major clearance, as this could compromise their privacy. Therefore there is merit in leaving the main body of the site much as it is now, with the possible exception of some path improvements to enhance wet-weather access, and clearance of dumped garden waste.

The value of the site

In anticipation of the importance of the question of the site value, an independent site valuation has been commissioned from a chartered surveyor with experience of valuing properties on the Island. This document is available as an appendix to this proposal.

The surveyor's assessment of the current market value of the site is £15,000 as at July 2011. This is the transaction value, and does not reflect any extra costs that might be involved in any such transaction such as auction or estate agents' fees, conveyance, or other professional costs.

Clearly this is the opinion of one surveyor, albeit a MRICS. To agree a market price for any transaction it is common for the vendor to arrange their own valuation from a similarly qualified surveyor on comparable terms to make a comparison.

Alternative ownership

Given the ten years since the land was purchased, although good work has been done to conserve the wood, it has not proved to be a very straightforward matter to transfer the ownership of the woodland onward and return its value to the current owners.

A chance to address this issue quite quickly and without risk has now arisen. If the opportunity arises, **a group of individuals and organisations with an interest in conserving and maintaining the park will be willing to form a new managing body to purchase the park at its market value from the current owners.** This would be a locally-controlled company or charity, with a constitution. Unlike an open sale, this transaction could, if required, include the introduction of reasonable further protective covenants to ensure that the privacy and security of the neighbours is preserved, and as the new managing body would intend to maintain the woods, so long as these covenants were compatible with that then they would not affect the price. It would also not be subject to agents or auctioneers fees.

To put this arrangement into motion, the prospective new body would require only the security of an **option to buy** at an agreed price, for a set period of time. Without this security it would be unlikely that the new body could be funded, as prospective funders and particularly grant-giving bodies would have no certainty that the new body could fulfil its objective. An option to buy is a kind of 'first refusal'. The current owners promise to allow the new group to buy the wood if they come up with an agreed price on an agreed date. Then the new group goes off to raise that money with the comfort that if (and only if) they do get the money in time, they will be sure the owners will sell at the agreed price.

To take advantage of this, the existing owners should announce their intention to pass on the wood, and agree the option price and an **agreed timescale** (for example, six months) for the new group to form a formal body, gather support, raise funds and make a bid. A number of funding sources for the purchase and ongoing management have already come forward, and within six months it is highly likely that the matter can be resolved.

How can existing owners stay involved?

The support and assistance of some of the existing owners is likely to prove very helpful to the success of this venture. After all, they are the ones who have already demonstrated their commitment to the park for a decade and have a lot of knowledge and experience of the site.

Under this proposal, the park would be purchased outright from all the existing owners. All owners would be offered their share back as a cash sum. So every existing owner who wants to recover their share of the value of the site will be able to do so at the start of the process. The exact amount recovered will depend upon the value of the site agreed.

Any existing owner who wishes to continue to be involved in the park would be very welcome to do so; mindful of course that supporting the new body won't be the same as owning the wood is now - the idea is that the new body owns the wood itself, rather than individuals owning it in person as now. This means that the liability and responsibility for the park lies with the managing body, and the members of that body then decide how it acts, probably through an elected committee and public constitution.

So an owner who wants to stay involved with the park could choose to donate some or all of their share to the new body to show their support, or could recover their share of the money, and still remain involved as a member or committee member.

The purpose of this new managing body is to ensure that the ownership of the park is no longer associated with private individuals and uncertain futures but with long-term ownership by a non-profit organisation that volunteers and supporters will be able to join and support at little or no cost.

Figure 1: Existing arrangement for ownership

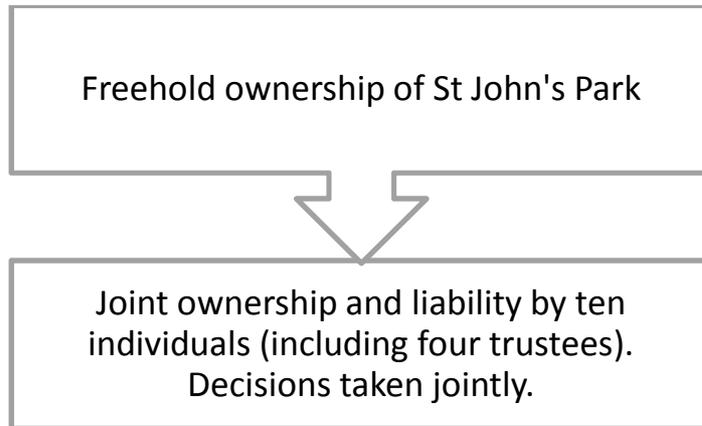


Figure 2: Proposed arrangement for ownership



A plan for an orderly transition: further options

- The possible outcomes for all neighbours to the site if the land is sold to a neglectful or unsympathetic owner could be serious and long-lasting. If the current owners (especially those whose properties border the site) wish to ensure that the wood is not developed or misused after they pass it on, they should give serious consideration to a voluntary village green registration - in line with the original goals of the St John's Park Trust. This is a cost-free and quick process which in contrast to a disputed application would not be controversial - indeed it would most likely be the cause of local celebration and congratulations. This would protect the park for the future, and help ensure that it remains undisturbed as it is now.

- The independent valuation (appendix to this document) is offered at no cost to assist the owners in their decisions. However the owners should weigh up whether they need to take their own steps to ensure that they seek and receive accurate and independent advice on these matters, at a cost if necessary. There has been much discussion about the woods for many years, and much of what has been said, even quite recently, is either out-of-date or mistaken. Clearly the owners are all aware of the importance of the wood, or they would not have got involved. They will therefore wish to be sure that they have the correct advice and information available, so that they can make an well-informed decision. Issues which the owners should be careful to consider include the following:
 - The value of the site - most property has depreciated in value in the last ten years. Whilst building land has gained some value, the market for speculative purchases of land with no planning consent has been far less buoyant. It is likely that the current value of St John's Park is different from the purchase price in 2000.
 - The likelihood of planning consent being granted. Much has been said about this in the past, but mostly by those with an interest. A planning consultant would be able to give an independent view on the realistic prospects of developing this site.
 - The likelihood of a village green application succeeding. This is a technical area of the law which has changed significantly even in the last few years. Legal advice on this matter could be sought to test the assertions made in this paper.
 - Any future covenants that the owners might wish to apply to the land if it is sold, to protect their own boundaries. Obviously such covenants could affect the market value of the land.

Who is involved with this proposal?

A small group of residents who own and live in properties adjoining the park are making this proposal. They include:

- **Annie Souter** (60, Westhill Road).
Joint owner of the park.
- **Cat James** (7 Somerville, East Hill Road).
Managing director of the Somerville Management Company, resident since 1994.
- **Matthew Chatfield** (2 Somerville, East Hill Road).
Managing director of the Somerville Management Company, resident since 2003.
Parks & Countryside Manager at IW Council.

Other parties both locally and elsewhere have expressed an interest, but are not willing to be involved unless the future of the site is secure. If the proposal is accepted then others are likely to come forward, and it should not be assumed that the people named above will be running the new body, or personally funding the proposed purchase.

Conclusion

In 2004 the chair of the St John's Park Trust wrote "*it has always been our intention to sell on to a public or charitable body.*" The new owners successfully secured the site and put it into sympathetic management, but this one aim has yet to be fulfilled; and until now there has been no obvious way in which it could be. However there are local people who would still be interested in managing the wood for public benefit, and respecting the regime established by the present owners. The intention of the owners to sell the wood may be an encouragement for such people to come forward. A new body could take on the site and those existing owners who wish to sell could do so, assuming terms could be agreed.

The current owners came together in adversity in 2000, and did a great service to the people of Ryde St Johns by saving St John's Park for the future. They have since proven to be good custodians of the site, as can be demonstrated by the many local people and surrounding residents who regularly enjoy it. To now offer it back to the open market, or break it up, would be to undo this good work and effort that the owners, and many volunteers and supporters, have put into the site over the years. A sale at auction, in particular, would be a risky strategy that could cause long-term difficulties for those neighbouring the park by delivering the woods to an unscrupulous or careless owner - to avoid which was the very reason the park was purchased in 2000.

Instead, the owners now have at last an opportunity to securely pass on the work they have done and ensure the wood remains in good and safe hands to the collective benefit of all neighbouring properties, and for everyone to enjoy.

Questions?

The group would be pleased to answer questions about this, or take suggestions – this is only a proposal and could be changed. Discussions have already occurred with some owners, and we have been very encouraged by their response. In fact we have incorporated some of their ideas into this document. So if you'd like to ask a question, raise a point, or have an informal chat; please contact us in confidence.

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A VALUATION

ON

**ST JOHN'S PARK
WOODLAND BETWEEN
EASTHILL ROAD AND WESTHILL ROAD
RYDE
ISLE OF WIGHT**

-FOR-

MR M CHATFIELD

- PREPARED BY -

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DATE OF REPORT

8th July 2011

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**A VALUATION
ON
ST JOHN'S PARK
WOODLAND BETWEEN
EASTHILL ROAD AND WESTHILL ROAD
RYDE
ISLE OF WIGHT**

1.0 **Instructions**

- 1.1 I have been instructed by Mr M Chatfield by a letter dated 4th July 2011 to undertake a valuation of the subject property.
- 1.2 The basis of valuation is Market Value as defined by the Royal Institution of Chartered Surveyors. That is “.... *The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion. ...*”.
- 1.3 The material date of valuation is the date of this report.

Property Address: St John's Park – Woodland between Easthill Road and Westhill Road, Ryde, IOW.
Client: Mr M Chatfield Ref No. U6012739
Date: 8th July 2011 I C J Bawdon BSc MRICS MEWI

2.0 **Assumptions**

2.1 The following assumptions are made for which the Valuer will be under no duty to verify;

- (a) I have not arranged for any investigation to be carried out to determine whether or not deleterious or hazardous material has been used in the construction of this property, or has since been incorporated, and I am therefore unable to report that the property is free from risk in this respect. For the purpose of this valuation I have assumed that such investigation would not disclose the presence of any such material to any significant extent. Moreover, I have assumed that this is not land-filled ground.
- (b) That a good and marketable title can be shown and that the property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoing.
- (c) That the property and its value are unaffected by any matters which may be revealed by a local search and replies to the usual enquiries, or by any statutory notice and that neither the property, nor its condition, nor its use, nor its intended use, is or will be unlawful.

3.0 **Third Party Liability**

3.1 This report and valuation is provided for the sole use and benefit of Mr M Chatfield. It is confidential to Mr M Chatfield and his professional advisers and Ian Bawdon Chartered Surveyors accept no responsibility whatsoever to any entity other than Mr M Chatfield. Neither the whole nor any part of this valuation nor any reference to it may be included in any published document, circular or statement, nor published in any way without Ian Bawdon Chartered Surveyors' prior written approval of the form and context in which it may appear.

4.0 **Description**

4.1 The land comprises an irregular-shaped area of woodland which extends to approximately 4.6 acres.

4.2 The woodland comprises mainly common Oak with Birch, Evergreen Oak, Sycamore, London Plain Ash, Fir, Copper Beach, Elm, Yew and Hornbeam.

5.0 **Drift Map**

5.1 The Ordnance Survey Drift Map indicates that the soil in this area comprises clay to the northern area of the woodland with marine gravel present to the south.

6.0 **Tenure**

6.1 I am not legally qualified, but understand that the tenure is a combination of freehold and leasehold interests.

6.2 I am aware from the Charges Register that there are a number of covenants in place which prohibit development upon various areas of the site.

6.3 I am not qualified to confirm if these covenants remain enforceable.

7.0 **Planning**

7.1 I have discussed the site with both the Planning Officer for Ryde and the Tree Department of the Local Planning Authority (LPA).

- 7.2 It is confirmed that the whole site is within a Designated Conservation Area.
- 7.3 The woodland is protected by three different types of Tree Preservation Orders (TPO's).
- 7.4 TPO/1988/50G1 is a group order dealing with the central area of the woodland. A group order is a specific type of tree preservation order usually dealing with a particular specie.
- 7.5 TPO/1994/16W1 is a woodland order and this covers the southern section of the woodland. Woodland orders are more prescriptive and deal with each and every tree present including those that seed and grow after the order has been legally executed.
- 7.6 There are various other additional and individual TPO's such as TPO1997/9 that link to single trees within the curtilage.
- 7.7 I am informed by the local highway authority that there is no public footpath across this woodland as shown on the dedicated map. I am aware that the general public walk through this woodland and have done so for very many years. Accordingly,

this matter needs to be clarified as public rights of way may have been established by a prescription.

7.8 There may be an opportunity to consider a sub-division of the woodland into units that are then sold onto those dwellings that front either Easthill Road or Westhill Road, Ryde. This would be a material act of development under the Town & Country Planning Acts because land would then become domestic in its usage. The local planning authority have informed me that they would resist most strongly any attempt to split up this area of woodland and award a change in use. They intend to use all the powers available to them in retaining the status quo.

8.0 **Planning History**

8.1 I have examined the planning file at the offices of the Local Planning Authority. There is a long history of applications, most of which originate from the 1960's.

8.2 TCP/11692/R granted outline planning approval for the whole site but detailed permission was never applied for and this application time expired.

- 8.3 TCP/11692F involved the erection of 38 semi-detached old people's bungalows. It was refused.
- 8.4 TCP/11692G involved the construction of 2, four storey, blocks of flats containing 49 units. This application was also rejected.
- 8.5 TCP/11692H was made in October 1997 for the erection of 15 detached bungalows with garages. This application was refused.
- 8.6 TCP/11692J was an application for 17 blocks of two storey flats, each block containing 4 flats making 68 flats in total. It was refused. TCP/11692L was submitted in May 1994 for the construction of 2 family houses with garage space. This was refused.
- 8.7 TCP/11692M involves an application for a single three storey house which was an attempt to establish development rights in principle. This was refused.
- 8.8 The main reasons given for refusing development rights on this site were;

- (1) The area has not been allocated for residential development.
- (2) The development plans have required that the existing use is to be maintained.
- (3) The vehicular access onto Westhill Road is not of a high quality.
- (4) The existing sewage system is considered inadequate to deal with the pressures of new development.
- (5) Any new dwellings would be an undesirable intensification.

8.9 The sewage capacity is an important point. For some years, local authorities have required detailed calculations where there is a fear that new development would demand capital expenditure by way of drainage improvements. I recently undertook a scheme in the west of the Isle of Wight where it was proven that the existing system was at more or less full capacity and a private sewer had to be requisitioned. It was a small length of new sewer with no legal complications but it cost £100,000.

Any private purchaser of this land would not have rights of compulsory acquisition. I am not of the opinion that the local authority would serve compulsory purchase notices to assist a local developer and accordingly it would only need the owner of one parcel of land along the length of any new private sewer, should it be needed, and matters would be stopped dead in their tracks. The market will acknowledge this.

- 8.10 The local planning authority declare that the new Island Plan will seek to tighten, not relax, control over woodland within existing urban settlements and high importance will be placed upon the response from statutory consultees such as English Heritage and English Nature.

9.0 **Marketability**

- 9.1 From a commercial perspective, it is difficult to establish how a financial gain may be realised from the ownership of this woodland.
- 9.2 The planning history is self-evident and, even after two appeals, there has been no meaningful approval save for one permission issued on 23rd August 1977 which was never invoked and one

permission in the 1960's which also time expired. Since then, local planning authorities have tightened their approach to what they view as public amenity space and particularly tightened their view where woodland is concerned within existing urban settlements. There is far more effective liaising now between statutory consultees than there used to be and with issues over existing sewage capacity, the effect on demand, even from the most optimistic of property developers, will be severe. It is evidentially difficult to perceive where and when any money can be made from this protected woodland.

- 9.3 Conversely, with the planning history so clearly stated, there may have been in the 1980's and 1990's an opportunity missed in serving a purchase notice upon the LPA.
- 9.4 If, for example, a compulsory purchase order was served on the owners of the site by the Isle of Wight Council then I cannot reasonably envisage that any hope value for development in assessing the compensation to be paid would be allowed either by the Council Surveyors or, if it was ultimately necessary, the Lands Tribunal.

- 9.5 The woodland cannot in my view be forested commercially and I see no meaningful chance of being able to charge a levy for persons walking across it.
- 9.6 There are some small grants available for woodland ownership but they are few and far between and do not involve any significant sums of money.
- 9.7 I therefore conclude that it is difficult to perceive the benefit of ownership. Liabilities are present such as the risk of a tree falling onto property owned by an adjacent owner and thereby causing damage.
- 9.8 Although it might take quite a lot of money in legal fees it is often in my experience possible to amalgamate and simplify a quite complicated previous history of tenure with covenants.
- 9.9 Property values have generally fallen quite sharply since 2008. Ultimately, and under the present parlous state of the property market generally, I can only reasonably envisage demand from parties with an interest in maintaining this land as an area of accessible woodland used by the local populace.

10.0 **Valuation**

10.1 The current Market Value of St John's Park – Woodland between Easthill Road and Westhill Road, Ryde, Isle of Wight, under the assumption that there are no onerous restrictions, burdens or outgoings of which I have no knowledge, is considered to be at or about **£15,000 (fifteen thousand pounds)**.

I C J Bawdon B.Sc. M.R.I.C.S. M.E.W.I.

**IAN BAWDON, CHARTERED SURVEYORS
EASTCLIFF LODGE EASTCLIFF ROAD
SHANKLIN ISLE OF WIGHT PO37 6AA**

Title Number : IW48825

This title is dealt with by Land Registry, Weymouth Office.

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

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

This extract shows information current on 4 JUL 2011 at 12:34:07 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: IW48825
Address of Property	: land on the west side of East Hill Road, Ryde
Price Stated	: £25,555
Registered Owner(s)	: KEITH JOHN GENTLEMAN of 22 West Hill Road, Ryde, Isle Of Wight PO33 1LG RITA LAWRENCE of Apartment 8, Vista Marina, East Hill Road, Ryde, Isle Of Wight PO33 1LS TONY EVELYN HAYDEN SMYTHERS of 30 West Hill Road, Ryde, Isle Of Wight PO33 1LQ CHRISTINE ROSSALL of The Oaks, 56 West Hill Road, Ryde, Isle Of Wight PO33 1LW.
Lender(s)	: None

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 4 JUL 2011 at 12:34:07. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

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

A: Property Register

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

ISLE OF WIGHT

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the west side of East Hill Road, Ryde.
- 2 The mines and minerals are included.

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 (11.10.2006) PROPRIETOR: KEITH JOHN GENTLEMAN of 22 West Hill Road, Ryde, Isle Of Wight PO33 1LG and RITA LAWRENCE of Apartment 8, Vista Marina, East Hill Road, Ryde, Isle Of Wight PO33 1LS and TONY EVELYN HAYDEN SMYTHERS of 30 West Hill Road, Ryde, Isle Of Wight PO33 1LQ and CHRISTINE ROSSALL of The Oaks, 56 West Hill Road, Ryde, Isle Of Wight PO33 1LW.
- 2 (27.03.2001) The price stated to have been paid on 21 March 2001 was £25,555.
- 3 (11.10.2006) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

C: Charges Register

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

- 1 The land is subject to the provisions of Sir John Simeons Leasing Act 1861.
- 2 The land edged and numbered 1 in blue on the filed plan is not to be built upon but is to remain as an Ornamental Garden or Pleasure Ground and is subject to rights of user and enjoyment.
- 3 A Transfer of Egremont Guest House, East Hill Road dated 17 June 1949 made between (1) London and Manchester Assurance Company Limited and (2) Benjamin Bowring and Marjorie Bowring contains the following covenants by the Transferor:-

"AND the Transferors for themselves and their successors in title hereby covenant with the Transferees and their successors in title for the benefit of the land hereby transferred that no building of any kind whatsoever shall at any time hereafter be erected or built upon St John's Park, Ryde, Isle of Wight, or any part

C: Charges Register continued

thereof."

- 4 The parts of the land affected thereby are subject to the following rights which are granted by Transfers of various properties in East Hill Road and West Hill Road:-

"FULL liberty and authority to maintain a gate in the fence dividing the land hereby transferred from St John's Park, Ryde aforesaid being the land tinted pink on the filed plan of the above title and the right for the Transferees at their pleasure of ingress egress and regress in and through the gates of St John's Park aforesaid.

NOTE: The land tinted pink referred to is edged and numbered 1 in blue on the filed plan.

- 5 A Transfer of Cotswold, West Hill Road dated 12 July 1949 made between (1) London and Manchester Assurance Company Limited (Vendor) and (2) Alan James Blundell (Purchaser) contains the following covenants by the Vendor:-

"The Vendor hereby covenants with the Purchaser that the land tinted pink on the filed plan of the above title shall not be built up upon but shall remain as an Ornamental Garden or pleasure ground."

NOTE: The land tinted pink referred to is edged and numbered 1 in blue on the filed plan.

- 6 A Transfer of Spencer House, West Hill Road dated 27 June 1957 made between (1) London and Manchester Assurance Company Limited (Transferor) and (2) William Charles Williamson (Transferee) contains the following covenants:-

"THE Transferor for the benefit and protection of the land hereby transferred or any part or parts thereof and so as to bind St Johns Park (tinted pink on the filed plan of the above mentioned title) into whosoever hands the same may come hereby covenants with the Transferee and his successors in title the owners or occupiers for the time being of the land hereby transferred that the Transferor and the persons deriving title under the Transferor will not erect or set up or permit to be erected or set up any message or building whatsoever upon St Johns Park aforesaid except such buildings as shall be consistent with the enjoyment thereof as an ornamental garden or pleasure ground."

NOTE: The land tinted pink referred to is edged and numbered 1 in blue on the filed plan.

- 7 The land is subject to the following rights granted by a Transfer of the property adjoining to the south of the land hatched blue on the filed plan dated 6 March 1972 made between (1) London and Manchester Assurance Company Limited (Transferor) and (2) Edward Roy Lewis (Transferee):-

Together with a right of way for the Transferee and his successors in title at all times and for all purposes for the benefit of the land hereby transferred along over and upon such roadway as the Transferor may construct within the period of eighty years from the date hereof upon the land edged blue upon the said plan annexed hereto.

NOTE: The land edged blue referred to is hatched blue on the filed plan.

- 8 The land is subject to the following rights granted by a Transfer of Eden Lodge, East Hill Road dated 15 September 1993 made between (1) Oatfield Properties Limited and Micah Properties Limited and (2) Summerhouse Estates Limited:-

"TOGETHER WITH the following rights:-

1.1 The free and uninterrupted passage and running of water soil

C: Charges Register continued

gas and electricity from and to the property hereby transferred through and along the drains sewers pipes and cables now laid or to be laid hereafter within eighty years from the date hereof which period shall be the perpetuity period applicable to this Transfer (hereinafter called "the specified period") under or through other premises now or heretofore belonging to the Transferor

1.2 A right of support shelter and protection for the property hereby transferred and such easements and rights together with ancillary provisions as shall be reasonably necessary and appropriate to preserve the for the benefit of the property hereby transferred the existing amenities thereof PROVIDED ALWAYS that the Transferor shall not become entitled to any easement or right of light or air or other easement which would restrict or interfere with the free use of adjacent and neighbouring property of the transferor or any person deriving title under it for building or for any other purpose."

9 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.

10 (01.12.2000) The land is subject to the following rights reserved by a Transfer of the land in this title dated 12 October 2000 made between (1) William Pears Limited (Transferor) and (2) Lysette Phillips (Transferee):-

"For the benefit and protection of the remainder of the land comprised in Title number IW40195 (hereinafter called "the Retained Land") the Transferor reserves to itself for the benefit of the Retained Land all rights of light, air, rights of way, use and enjoyment of the land hereby transferred now or presently enjoyed over same and all other easements and rights now or hereafter belonging to or enjoyed by the said Retained Land or any other neighbouring land or buildings over or against the property hereby transferred"

Schedule of notices of leases

1	30.10.1935	Land on the east side of Edged and West Hill Road numbered 2 in blue	29.08.1862 1000 years from 29.8.1862
		NOTE: The Lease comprises also other land	
2	30.10.1935	Land on the east side of Edged and West Hill Road numbered 3 in blue	29.08.1862 1000 years from 29.8.1862
		NOTE: The Lease comprises also other land	

End of register

