

AGENDA ITEM: 5

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Meeting	Cabinet Resources Committee
Date	26 September 2005
Subject	Football Stadium and adjoining lands, Claremont Road, NW2
Report of	Cabinet Member for Policy and Performance
Summary	To consider the current position on various issues relating to the Claremont Road site and to accept a tender offer for the freehold acquisition of the above land and to agree to the exchange of conditional contracts.

Officer Contributors	Dave Stephens, Chief Valuer and Development Manager
Status (public or exempt)	Public – with a separate exempt report
Wards affected	Golders Green
Enclosures	
For decision by	The Committee
Function of	Executive
Reason for urgency / exemption from call-in (if appropriate)	N/A

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1 RECOMMENDATIONS

1.1 That the tender offer from KingsOak North London be accepted for the freehold sale of the residential development site the approximate position of which is shown on the plan attached to this report and contracts for the sale be exchanged subject to the following:

- i. To the contract including a requirement for the purchaser to carry out the works or make the payments referred to in paragraph 8.17 of this report;**
- ii. to the removal or modification of the restrictive covenant**
- iii. the agreement of satisfactory terms with Hendon Football Club for the surrender of its lease of the Claremont Road site;**
- iv. the agreement of satisfactory terms for the termination of the tenancy of the Youth Sport and Leisure Foundation;**
- v. the agreement of satisfactory terms with an appropriate organisation to take a lease of Copthall Stadium which provides for Hendon FC to play at that stadium;**
- vi. to the external auditors confirming that the Council is continuing to act with financial prudence;**

1.2 That the Legal Department completes the necessary documentation.

2. RELEVANT PREVIOUS DECISIONS

2.1 Cabinet 9.9.02 – considered a report on the deteriorating condition of Copthall Stadium and the fact that the football ground at Claremont Road no longer suited the long term needs of Hendon Football Club and agreed in principle to granting Hendon Football Club a 25 year lease of Copthall Stadium.

2.2 Cabinet 5.11.02 – In considering the proposals for the regeneration of the West Hendon area agreed to a land swap with Ealing Family Housing Association to allow the Housing Association to build a new elderly persons residential care home and day centre on the site of the existing Clitterhouse Depot and adjoining land at Claremont Road NW2 to replace the existing Perryfields care home and day centre.

2.3 Cabinet Resources Committee 18.9.2003 – approved in principle the freehold sale for residential development of the Hendon Football Club site in Claremont Road and that FPD Savills be appointed to act as the Council's agent to carry out the marketing.

2.4 Cabinet Resources Committee – 8.7.04 - agreed, in variation to previous decisions:

- i. subject to the grant of planning permission, the removal or modification of the restrictive covenant and the conclusion of terms with Hendon Football Club for the surrender of its lease, the freehold interest in an appropriate area of land at Claremont Road, NW2 be transferred to Ealing Family Housing Association for the building of a replacement for

the Perryfields elderly persons care home and day centre in exchange for the transfer back to the Council of the current Perryfields site at Tyrrel Way, West Hendon and upon the basis set out in the report;

- ii. subject to officers carrying out further investigations into the suitability of the sites for development for residential purposes, any sums for the provision of affordable rented housing secured from the purchaser/developer of the Hendon Football Club site be put towards the development of affordable rented housing on the lands in Long Lane, N2 and Alexandra Road and Sydney Road, N10;
- iii. That, subject to part of the Hendon FC site being sold for development and to the grant of any necessary planning permission, that part of the proceeds of sale be used to refurbish and modernise the existing Clitterhouse playing fields showers and changing rooms.

3 CORPORATE PRIORITIES AND POLICY CONSIDERATIONS

- 3.1 The corporate plan commits the council to improved asset and contract management. The proposals in this report do this by (i) achieving from the sale of land a capital receipt which can be used to assist in funding the capital programme; (ii) will ensure a housing development which will contribute towards achieving a balanced community; and (iii) will see investment in improvements to Cophall Stadium.

4 RISK MANAGEMENT ISSUES

- 4.1 The sharing of the proceeds of sale has yet to be agreed between the Council, Hendon Football Club and the Youth Sport and Leisure Foundation. The ultimate sale could be frustrated by a lack of agreement. However, there have been on-going discussions with representatives of Hendon Football Club and agreement upon the sharing of the proceeds is expected to be achieved.
- 4.2 The Council's application to the Lands Tribunal for the removal or modification of the restrictive covenant is progressing, albeit at a slow pace. Based upon the objections submitted to the Lands Tribunal and the advice from Counsel, officers are still confident that there will be a successful outcome for the Council. Like all matters of this nature, there cannot be a 100% guarantee of success and at this stage it must be recognised that the restrictive covenant issues could still frustrate a sale. However, as set out in paragraph 8.8 below, by 30th September it will be clear whether any of the objectors can prove that they have the benefit of the covenant.
- 4.3 Local residents have made representations to the external auditor about the way the Council have proceeded in this matter. The external auditors have investigated the complaint and, consequent upon information provided by officers have not taken the matter further.
- 4.4 To facilitate the West Hendon regeneration it was agreed that the new elderly persons care home scheduled to be built on the Tyrell Way site on the Marsh Drive Estate should instead be built on part of the Claremont Road site. This

was intended to minimise costs for the West Hendon scheme, although it was recognised that there would be additional costs for the elderly persons care homes and day centres reprovision programme which the Council would have to meet. The initial calculations indicated that there would be a net benefit to the Council. That situation still exists but the time delays whilst the issue of the restrictive covenant is dealt with is a continuing risk. There will be more certainty over the time to bring this to fruition with the outcome on 30th September of the Lands Tribunal request to objectors to prove any entitlement to the covenant – paragraph 8.8 refers.

5 FINANCIAL, STAFFING, ICT AND PROPERTY IMPLICATIONS

- 5.1 The tender offers for that part of the Hendon Football Club site for which outline planning permission for residential development has been granted are set out in the exempt report together with the current estimate of the costs and other outgoings so far incurred which will have to be set against the receipt prior to agreeing a division of the proceeds with the relevant parties.
- 5.2 If the sale proceeds there will be a resultant loss of annual rent from Hendon Football Club in the amount set out in the exempt report.
- 5.3 There are no staffing or ICT issues. The property issues are those detailed in section 8 below.

6. LEGAL ISSUES

- 6.1 None.

7. CONSTITUTIONAL POWERS

- 7.1 Constitution – Part3 Responsibility for Functions – Section 3.6 Functions delegated to the Cabinet Resources committee – All matters relating to land and buildings owned, rented or proposed to be acquired or disposed of by the Council.

8. BACKGROUND INFORMATION

BACKGROUND

- 8.1 Attached plan No.1 illustrates by a thick black line and by zigzag hatching the site for which outline planning permission has been granted for a scheme of 162 X two bedroom flats (three X five storey blocks) and an elderly persons care home and day centre. Because of the nature of the site and the proposed development, the planning application was supported by an environmental assessment and a traffic impact assessment. The application was the subject of consultation with various statutory consultees including the Environment Agency and Sport England.
- 8.2 The black edged land on the plan is intended for the development of the 162 X two bedroom flats. The land shown zigzag hatched is the site of the

proposed elderly persons care home and day centre. In accordance with the decision of this committee on 8th July 2004 a conditional contract for the freehold transfer of the land has been exchanged with Ealing Family Housing Association subject to the conditions set out in paragraph 2.4 above. Set out in the exempt report are the latest forecast costs received from Ealing Family Housing Association consequent upon this and related land swaps.

- 8.3 It has been acknowledged that the sale of the Claremont Road land for the two forms of development is only likely to be successfully achieved if (i) the restrictive covenant can be removed or modified; and (ii) terms can be agreed for the surrender of the Hendon Football Club lease and the tenancy of the Youth Sport and Leisure Foundation.

RESTRICTIVE COVENANT

- 8.4 An application for the removal or modification of the restrictive covenant was made to the Lands Tribunal on 27 October 2004. At the same time residents living within the locality of the land were notified of the application and notices were published in the local newspapers and displayed on site.
- 8.5 Within the time period allowed the Lands Tribunal received in excess of 300 objections to the Council's application. These objections came from both individuals and local organisations. There are numerous instances of individuals within the same family living in the same house submitting individual objections. Thus, the number of households making objections is considerably less than 300.
- 8.6 The Lands Tribunal did inform objectors that they needed to have proof of their entitlement to the benefit of the covenant, either by specific grant, as part of a building scheme or by annexation, otherwise they could incur costs if the matter proceeded to a hearing. Some people withdrew their objections – but the majority (298) have maintained their objections.
- 8.7 Copies of all the objections have been sent to the Council. A significant number are from people who are either existing Council tenants, live in former Council houses or live in housing built on land sold by the Council within the last 20 years. In all these cases officers are satisfied that the benefit of the covenant does not pass to a tenant nor was it transferred when the properties and land were sold. The majority of the remaining objectors live on the Pennine Drive estate. It is considered that none of these objectors, within their representations, have demonstrated that they have the benefit of the covenant by specific grant. There is no evidence that a building scheme existed. The majority of the objections are in fact similar to objections made to a planning application.
- 8.8 The objections have been reviewed by Counsel and a response made to the Lands Tribunal. At this stage the Council has not admitted any of the objections and the Lands Tribunal will shortly be contacting the objector to ask them to produce by 30th September prima facie evidence of a sufficient interest in the land that is benefited by the covenant by disclosing deeds or other documents to the Council. If this is not provided the Council can make an interlocutory application to de-bar the defaulting objector from further

objecting and being a party to the proceedings. If by 30th September any objector has disclosed evidence of entitlement the Council must either admit them or, if the entitlement is still disputed, apply to the Lands Tribunal to determine the issue of entitlement.

HENDON FC MOVE TO COPTHALL STADIUM

- 8.9 Hendon Football Club Limited, the lessee of the land at Claremont Road, is a wholly owned subsidiary of the Arbiter Group. Ivor Arbiter was the Chairman of the football Club. Consequent upon the recent death of Ivor Arbiter, the company is looking for someone else or an organisation to take over the running of the football club. It has been suggested that it may possibly be a trust which includes some local supporters. However, whatever the outcome, the football club will continue and the Arbiter Group is conducting the negotiations with the Council for the surrender of the lease of the Claremont Road site and the grant of a lease of Cophall Stadium.
- 8.10 At its meeting on 9 September 2002 Cabinet agreed in principle to Hendon FC being granted a 25 year lease of Cophall Stadium. The report stated that the Club would want to invest approximately £300,000 on works at Cophall Stadium including pitch drainage, perimeter fencing, turn-styles, seating and dressing room improvements. It was reported that the Club was not interested in managing the athletics track although it would want to work with Shaftsbury Barnet Harriers in this regard. Set out in the exempt report are the issues relating to the management and maintenance costs of Cophall Stadium which were considered at the Cabinet meeting.
- 8.11 Hendon FC and Barnet Shaftsbury Harriers (the Harriers) have been in discussion for some time about what form of organisation will take the lease of Cophall stadium. It is currently being proposed that a charitable company (which would be a company limited by guarantee) should be set up with Hendon FC and the Harriers being members. It has also been suggested that the Council and Sport England could be associated but this has yet to be considered in detail.
- 8.12 Once the future ownership of Hendon FC is finalised by the Arbiter Group and the charitable company is set up with the Harriers, that organisation will negotiate the final terms of the lease of Cophall stadium with the Council. This will include provision for Hendon FC and the Harriers to have guaranteed use of the stadium. The negotiations with interim people are progressing in the meantime.

YOUTH SPORT & LEISURE FOUNDATION

- 8.13 The Banqueting Suite building located at the rear of the clubhouse on the Claremont Road site was built with funding from (i) the Arbiter Group and (ii) grant money secured by the Council in 1996 from the Millie Apthorpe Charitable Trust and the John Lyon Trust. The site of the building and part of the car park was excluded from the lease granted to Hendon Football Club. It was intended instead that the Banqueting Suite building and car park would

be leased to the Youth Sport and Leisure Foundation and a sub-lease then granted to the Council to permit part-time use of the building for youth activities. For a variety of reasons, not least being a failure to agree an apportionment of the running costs, neither of the leases was granted. It was intended that the lease to the Youth Sport and Leisure Foundation would be for 30 years at a peppercorn rent with the sub-lease to the Council being similarly at a peppercorn rent.

- 8.14 Despite the lease not being granted, the Youth Sport and Leisure Foundation has been in occupation and therefore it probably has an annual tenancy. The Council's use of the premises for youth activities ceased some years ago. At best the Foundation has an annual tenancy which will, possibly subject to the agreement of the Charity Commission, have to be surrendered. This is under discussion with the trustees.

RESIDENTIAL DEVELOPMENT SITE DISPOSAL

- 8.15 The land shown edged black on the plan is the approximate site of the proposed residential development. In accordance with the committees instructions FPD Savills were appointed to conduct the marketing and tendering process. This was undertaken in two stages. In response to a national marketing campaign, interested parties were asked to complete a pre-qualification questionnaire giving details about themselves, how they proposed to deliver the scheme and how it would be funded. They were also asked to submit gross indicative offers with an indication of any conditional deductions and any overage arrangements. All the tenderers were made aware of the restrictive covenant issue.
- 8.16 Fifteen first stage tenders were received – these are set out in the exempt report. Following an appraisal of the offers and due diligence enquiries, Savills recommended that the seven companies identified in the exempt report be invited to take part in the second stage.
- 8.17 These seven were sent full particulars of the site, a copy of the planning application and all accompanying documents and a list of the contractual commitments in substitution for a Section 106 Agreement:
- i. 15% on-site affordable (shared-ownership) housing at 70% TCI;
 - ii. a contribution of £2,400,000 towards the provision of off-site affordable housing;
 - iii. a contribution of £120,000 towards the provision of school places;
 - iv. a contribution of £40,000 towards highways works;
 - v. a contribution of £400,000 towards the provision of youth/leisure and community facilities in the locality including a new café and children's play area.

- In terms of the on-site affordable housing commitments, in addition to the level of TCI, it will also be necessary to contractually agree with the successful purchaser the nominated RSL, the standard of construction of the units and the unit mix.
- 8.18 Six of the seven submitted tender offers by the due date – 6th October 2004. These are set out in the exempt report. At the time when the 2nd stage offers were received the planning permission had not been granted (actually granted on 18th October 2004) and there was uncertainty about the restrictive covenant, it was not appropriate to report the offers at that time.
- 8.19 Since that time, as well as the planning permission being granted, the conditional contract for the elderly persons care home site has been exchanged with Ealing Family Housing Association and the application to the Lands Tribunal for the removal or modification of the restrictive covenant has been made. As a consequence it is considered that now is an appropriate time to report the offers.
- 8.20 Because of the passage of time it was necessary for Savills to seek confirmation of the offers. The responses are set out in the exempt report. It will be seen from an analysis of the offers that the offer from KingsOak North London, subject to the outcome of any further negotiations, represents best consideration and this is recommended for acceptance. It is also recommended that conditional contracts be exchanged with KingsOak North London at the earliest opportunity.
- 8.21 As part of the further discussions/negotiations with the successful tenderer, officers will provide the company with full details of the application to the Lands Tribunal for the removal or modification of the restrictive covenant and the advice provided by Counsel. No doubt the company will take its own legal advice to decide upon the timing of its acquisition.

SECTION 123 ADVERTISING

- 8.22 Because the land in question was originally acquired for open space purposes, although not used for that purpose since 1926, the proposed disposal had to be advertised in accordance with Section 123(2) of the Local Government Act 1972.
- 8.23 On the advice of Counsel, the necessary advert was placed in Borough editions of the Barnet Press for the weeks ending 1st and 8th July. Copies of the notice and plan were displayed on the site and were available for inspection at the Town Hall and at North London Business Park.
- 8.24 60 letters making representations about the proposed sale were received and these are set out in the attached schedule.
- 8.25 The advertising was undertaken as a statutory requirement. Section 123(2A) of the Local Government Act 1972 requires local authorities intending to sell land acquired for or held for open space purposes to advertise the intention to sell and to consider any representations received before proceeding further. Any representations should be related to the intention to sell, not to anything

relating to whom the land may be sold to, the ultimate use, any planning application or, as in this case, an application to the Lands Tribunal for the removal or modification of a restrictive covenant. Many of the representations were concerned with the planning application, the ultimate use and the Lands Tribunal application and this has been noted in the schedule.

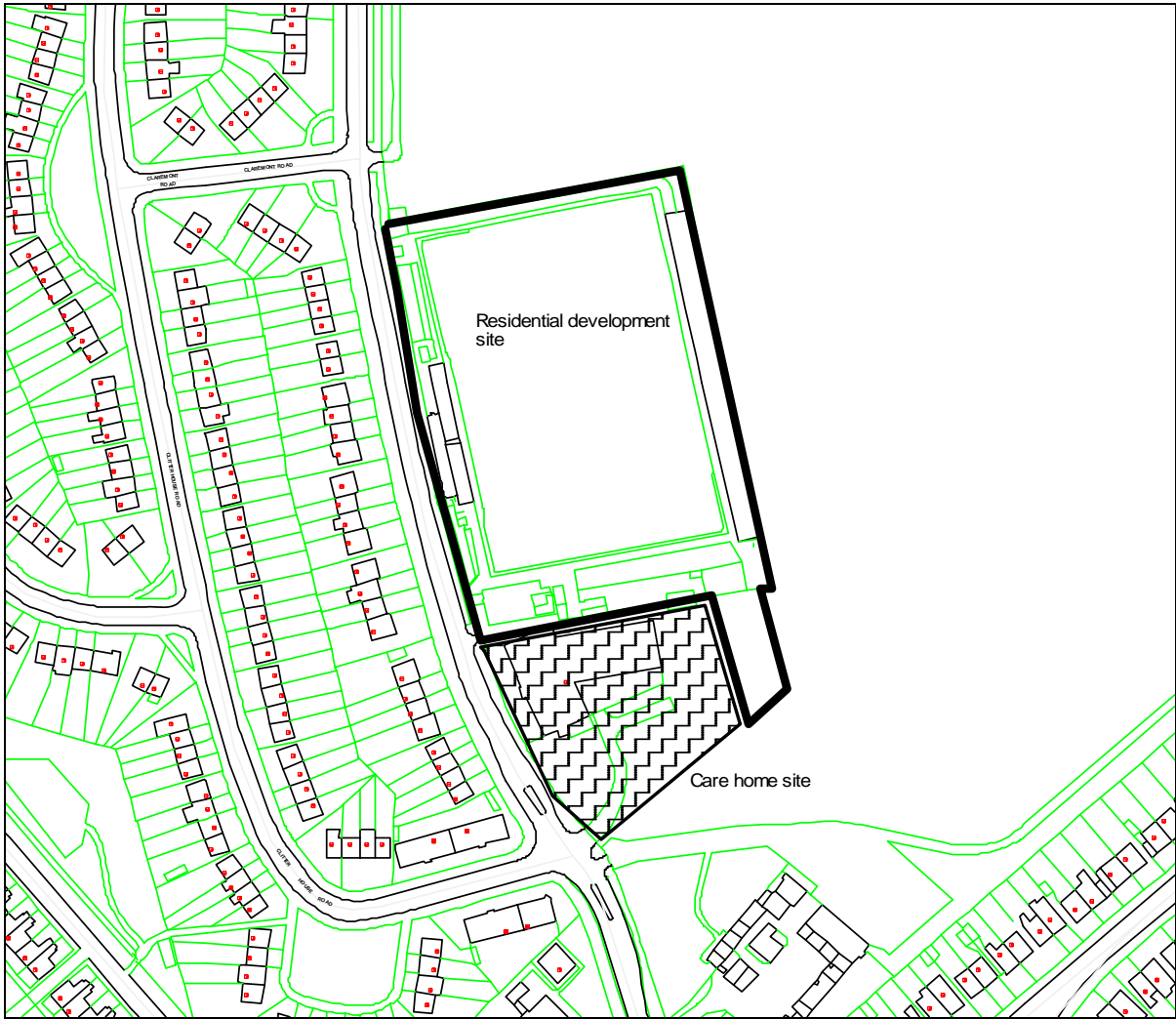
- 8.26 In addition to references to the 1925 covenant, which is the subject of the Council's application to the Lands Tribunal, various respondents have made reference to other covenants. In connection with the original grant of a lease of part of the land for football use, and linked to the original financing arrangements for the purchase of the land, an Agreement was entered into between Hendon Urban District Council and Middlesex County Council to the effect that if the leased land ceased being used for football and an appropriate resolution was made by Hendon UDC the land would revert to open space use. Within the Agreement this was referred to as a covenant, although it was not stated to be for the benefit of any land or person. Barnet is successor in title to both Hendon UDC and Middlesex CC and therefore, based upon Counsel's advice, it is considered that the Agreement no longer has any effect.
- 8.27 Some respondents appear to believe that the Council is proposing to sell off the adjacent playing fields/metropolitan open space. This is not the case. Others have referred to the loss of sports/youth facilities. Of course, the Hendon FC ground was not available for use by the general public and the clubhouse was generally used as a substitute for a public house. As referred to in 8.18 above, the Committee has previously agreed that £400,000 from the proceeds of sale should be invested locally in youth/sport and community facilities and a new café and children's play area.
- 8.28 Having considered all the representations made it is considered that the committee should re-affirm its previous decisions relating to the sale of the Hendon Football Club site in Claremont Road.

9. LIST OF BACKGROUND PAPERS

- 9.1 Letters received in response to the advertisement placed in the local press pursuant to Section 123(2A) of the Local Government Act 1972.
- 9.2 Any person wishing to inspect the background papers listed above should telephone 020 8359 7353.

MO: DP
BT: CM/HG

HENDON FOOTBALL CLUB SITE



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NOT TO SCALE

HENDON FC SITE, CLAREMONT ROAD – SECTION 123 ADVERTISING REPRESENTATIONS

REPRESENTATION RECEIVED FROM	REPRESENTATIONS MADE	OFFICERS COMMENTS
<p>C & J Grainger 55 Besant Road NW2</p> <p>Received on 25.7.05 Acknowledged on 1.8.05</p>	<p>(i) Express our very strong objection to the Council's proposed sale of the freehold of the land which is held by the Council only in trust as metropolitan open space and was leased to the football clubs on condition that when football ceased to be played the land would return to field and to protect the land from any development in the future two sets of covenants were placed on the fields.</p> <p>(ii) We feel that as Trustees of these fields the Council should be doing everything in its powers to preserve this valuable open space for our future generations and we therefore oppose wholeheartedly the sale of this public land.</p> <p>(iii) Doctor's surgeries in the area are already very full.</p> <p>(iv) It will make an already busy road even more hazardous. Exit and entrance to the project on this narrow road will be dangerous. It will spoil the environmental open-country effect that everyone enjoys, whether living in the area, travelling alongside, or strolling and playing in the playing fields.</p>	<p>(i) The HFC site is not metropolitan open land and is not held by the Council under trust. There is only one covenant which is considered to affect the land and this is the subject of the Council's application to the Lands Tribunal. In connection with the grant of a lease of part of the land for football use, and linked to the original financing for the purchase of the land, in 1927 it was agreed between Hendon Urban District Council and Middlesex County Council that if the land ceased being used for football and an appropriate resolution was made by Hendon UDC the land would revert to open space use. Barnet is successor in title to both Hendon UDC and Middlesex CC and therefore it is considered that the agreement no longer has any effect.</p> <p>(ii) The Section 123(2A) notice does not relate to any part of the adjacent Clitterhouse playing fields/metropolitan open land. The proposed sale will therefore not affect these residents enjoyment of the playing fields.</p> <p>(iii) There are on-going discussions between the Cricklewood Regeneration area partners and the Primary Care Trust to provide new health facilities.</p> <p>(iv) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement.</p>
<p>L Casey 81 Brent Terrace NW2 Received on 26.7.05</p>	<p>(i) I urge you not to sell the land around HFC. We desperately need green open space not more developed land.</p>	<p>(i) The Section 123(2A) notice does not relate to any part of the adjacent Clitterhouse playing fields/metropolitan open land. The proposed sale will therefore not affect</p>

<p>Acknowledged on 1.8.05</p> <p>Mr W Cleghorn 21 Caney Mews NW2</p> <p>Received on 28.7.05 Acknowledged on 1.8.05</p>	<p>(i) I am against selling to a developer to build flat[s] on this ground as there is lots of lorry buses and cars on Claremont Road now.</p> <p>(ii) Also people in Cricklewood and all around here don't want flats built on this land as kids will not have any place to play.</p>	<p>these residents enjoyment of the playing fields.</p> <p>(i) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement.</p> <p>(ii) The Section 123 (2A) notice only applies to the HFC site – there is no intention to sell any part of the adjacent Clitterhouse playing fields/Metropolitan Open Land. The proposed sale will therefore not affect these residents enjoyment of the playing fields. Nothing was provided to show that this objector is authorised to represent the views of “people in Cricklewood and all around here”.</p>
<p>Mr P Klog 2 Cheviot Gardens NW2</p> <p>Received on 26.7.05 Acknowledged on 1.8.05</p>	<p>(i) If Ealing Family Housing Association want land to build on then (as the name suggests) they should find suitable land in Ealing and not in the Borough of Barnet.</p> <p>(ii) The Borough of Barnet seems to be the dustbin for every other Council who want to get rid of its tenants. Take for example [a local housing estate is referred to] the majority of these tenants can from [another London Borough is referred to]. This area is now a junk yard for abandoned cars and irresponsible tenants. We do not want the same to be on our doorstep should these proposed three tower blocks and a care home be built on the HFC land.</p> <p>(iii) The land in question is open space and should remain so. We have few open spaces left in this area where families can enjoy the park and its children's playground. Perhaps the Borough should be looking at increasing outdoor activities in this area; after all we used to have tennis courts here and a long jump sand pit, which local schools once used for sports day. Perhaps these should be reintroduced into the parkland.</p>	<p>(i) The name of the Housing Association is not an indicator of the area within which it operates. Ealing Family is one of this Council's panel associations and is involved in many developments around the borough.</p> <p>(ii) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> There are no plans for 'tower blocks of flats. This is an unsubstantiated comment which has no merit.</p> <p>(iii) The Section 123 (2A) notice only applies to the HFC site – there is no intention to sell any part of the adjacent Clitterhouse playing fields/Metropolitan Open Land. The proposed sale will therefore not affect these residents enjoyment of the playing fields. The Committee has resolved that £400,000 from the proceeds of sale will be invested in providing improved local facilities on Clitterhouse playing fields and the former Clitterhouse Farm depot.</p>

	<p>(iv) These proposed tower blocks will be unsightly and will mar the skyline we now enjoy from the parkland.</p> <p>(v) Increased road traffic will ensue and cause major problems in the area with traffic ... and I'm afraid the Claremont Road is not built for this amount of traffic.</p>	<p>(iv) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> There are no plans for 'tower blocks of flats</p> <p>(v) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> The planning application satisfactorily addressed highway and traffic issues.</p>
<p>Ms J Klog 2 Cheviot Gardens NW2</p> <p>Received on 26.7.05 Acknowledged on 1.8.05</p>	<p>(i) This has been open space since the 1920's and this covenant cannot be overturned just because the Council wants the land to build on.</p> <p>(ii) We do not need three blocks of flats as, in my opinion, will only increase the amount of crime already in the borough and most certainly in the surrounding roads. Tower blocks breed this type of unsavoury character along with drug taking.</p> <p>(iii) Increased road traffic will be a nightmare as Claremont Road is already a very busy road and the inconvenience of the proposed hundreds of flat owners cars will only increase this small road to become gridlocked not to mention the exhaust fumes polluting the air system.</p> <p>(iv) Digging up the park (or what will be left of it) in order to lay mains supplies will increase the risk of flooding in the Hendon Way and surrounding houses in the area.</p> <p>(v) The skyline will be obliterated due to high-rise tower blocks and our enjoyment of a wonderful unspoilt</p>	<p>(i) The land in question has been leased to a football club since 1926 and has not been accessible to the public as open space since that time. <i>(The matter of the restrictive covenant or the Council's application to the Lands Tribunal is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i></p> <p>(ii) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> The proposed development does not include tower blocks. This is an unsubstantiated comment which has no merit.</p> <p>(iii) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement.</p> <p>(iv) The Section 123(2A) notice does not relate to any part of the adjacent Clitterhouse playing fields/metropolitan open land.</p> <p>(v) <i>(This is a reference to the proposed development for which planning permission has been granted and</i></p>

	sunrise/sunset will be gone for ever.	<i>therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972</i> . The proposed development does not include tower blocks.
<p>Mr M Morris 16 Cheviot Gardens NW2</p> <p>(Mrs H Morris of the same address sent an identical letter)</p> <p>Both letters: Received on 27.7.05 Acknowledged on 1.8.05</p>	<p>(i) You are already aware that the local population has made it vehemently and abundantly clear that they resolutely oppose and will not be party to the sale of any of their precious open space.</p> <p>(ii) Your planning department acknowledged nearly one thousand objectors at the planning stage of this iniquitous scheme in an area designated as deficient in parkland and open space.</p> <p>(iii) There are of course a number of environmental issues at stake including amongst others flooding – unacceptable and unsustainable levels of traffic and lack of infrastructure. The traffic chaos in this area defies belief. Your own traffic studies state that the junctions at either end of Claremont Road and the North Circular are working above capacity. The Environment Agency has still not lifted their objection to any development of the site.</p> <p>(iv) Currently the site is the subject of legal action via the Lands Tribunal regarding the two restrictive covenants protecting it. It is therefore both obnoxious and unacceptable that Barnet administration is attempting to progress the sale of this land whilst under the terms of these presently appertaining restrictive covenants it must remain public open land in perpetuity.</p>	<p>(i) The land in question has been leased to a football club since 1926 and has not been accessible to the public as open space since that time. The Section 123(2A) notice does not relate to any part of the adjacent Clitterhouse playing fields/metropolitan open land. The proposed sale will therefore not affect these residents enjoyment of the playing fields. Nothing was provided to show that this objector is authorised to represent the views of “the local population”.</p> <p>(ii) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i></p> <p>(iii) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement. The Environment Agency was a statutory consultee.</p> <p>(iv) <i>(This is a reference to the Council’s application to the Lands Tribunal to have the restrictive covenant removed or modified. This is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i></p>
<p>I Auticki 92 Cheviot Gardens NW2 Received on 25.7.05 Acknowledged on 1.8.05</p>	<p>(i) Most of the residents in the area do not want this land sold to developers. On behalf of a few of my neighbours I am telling you that we object to change.</p>	<p>(i) Nothing was provided to show that this objector is authorised to represent the views of “most of the residents in the area” nor on behalf of a “few ... neighbours”.</p>

<p>Mr N Fay 20 Chiltern Gardens NW2</p> <p>Received on 28.7.05 Acknowledged on 1.8.05</p>	<p>(i) The freehold should not be sold and I object in the strongest terms.</p> <p>(ii) Why sell an asset which will be lost to future generations. Where will our future champions train if we sell off our sporting facilities.</p>	<p>(ii) The football stadium has not been available to the general public for use since 1926. It is intended that HFC will move to Copthall Stadium which will have investment made in improvements for both football use and athletics.</p>
<p>Mrs P Hidalgo 28 Whyhcote Point, Claremont Road NW2 Received on 26.7.05 Acknowledged on 1.8.05</p>	<p>(i) I oppose the sale of the Hendon Football Club.</p>	
<p>Eileen Douglas 32 Clare Point, Claremont Road NW2</p> <p>Received on 28.7.05 Acknowledged on 1.8.05</p>	<p>(i) I raise my objections to this as I fear this will then be sold on to developers to build flats or anything they wish without any real care for the residents.</p> <p>(ii) It is important that this land stays as it is and that residents have at least one place still to visit and use for the original purpose it was designed for.</p> <p>(iii) People should come first and not money.</p> <p>(iv) We need a health centre and I cannot see this featured for this land.</p> <p>(v) I do not trust the purchasing of the freehold for any purpose other than personal gain – and feel that the residents within the immediate vicinity deserve to have their views respected – I feel this is not being done.</p>	<p>(i) The Council has an outline planning permission. Before any development can take place on the land a detailed planning permission will be needed and this will be subject to the usual statutory processes.</p> <p>(ii) This seems to be a reference to the playing fields. The Section 123 (2A) notice only applies to the HFC site – there is no intention to sell any part of the adjacent Clitterhouse playing fields/Metropolitan Open Land. The proposed sale will therefore not affect these residents enjoyment of the playing fields.</p> <p>(iv) There are on-going discussions between the Cricklewood Regeneration area partners and the Primary Care Trust to provide new health facilities.</p> <p>(v) Local residents were consulted when the Council submitted its application for outline planning permission.</p>
<p>Mr P O'Brien 37 Claremont Road NW2</p> <p>Received on 27.7.05 Acknowledged on 1.8.05</p>	<p>(i) The Club is one of the very few local amenities and an important meeting place for members of the Clitterhouse community. The Council has already shown scant regard for the views of local people and their priority is clearly to fill their coffers and line the pockets of the leaseholder.</p>	<p>(i) Hendon Football Club wishes to move to Copthall Stadium and invest in that facility for its future. It can only do this if the Claremont Road site is sold. However, the Committee has resolved that £400,000 from the proceeds of sale will be invested in providing improved local facilities on Clitterhouse playing fields and the former Clitterhouse Farm depot.</p>

	<p>(ii) I have already written my objection to the Lands Tribunal concerning the Council's attempt to have the covenants on the land lifted.</p> <p>(iii) The land was always intended as social, recreational amenity for the community.</p>	<p>(ii) <i>(This is a reference to the Council's application to the Lands Tribunal to have the restrictive covenant removed or modified. This is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i></p> <p>(iii) The land in question has been leased to a football club since 1926 and has not been accessible to the public as open space since that time.</p>
<p>Miss M Smith 57 Claremont Road NW2</p> <p>Received on 1.8.05 Acknowledged on 2.8.05</p>	<p>(i) [If you sell the HFC site] lots of residents will miss out and be hurt as they use the clubhouse for birthdays and weddings and the men pass their time on Saturday to go to football matches.</p>	<p>(i) Hendon FC intends moving to Cophall stadium. Existing supporters will be able to continue supporting the team and watch matches at Cophall.</p>
<p>Mr J & Mrs S Murtagh 67 Claremont Road NW2</p> <p>Received on 28.7.05 Acknowledged on 1.8.05</p>	<p>(i) A covenant on protecting this land has existed for many, many years prior to this application.</p> <p>(ii) The proposed demolition and development will seriously impinge on my life as I live directly opposite.</p> <p>(iii) At a time when playing fields are in such demand in London I find it hard to believe that this development will not have a significant effect on the health and well being of the local populace.</p> <p>(iv) The Lands Tribunal informed me that this proposed development resulted in a record number of official objections including mine.</p> <p>(v) The peace and tranquillity of the area will be affected.</p> <p>(vi) The value of my house will be reduced as I am</p>	<p>(i) <i>(This is a reference to the Council's application to the Lands Tribunal to have the restrictive covenant removed or modified. This is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i></p> <p>(ii) HFC intends moving to Cophall. Thus, whatever happens with the land there will be demolition and other works which will cause some local disturbance but this will be of a temporary nature.</p> <p>(iii) Sport England was consulted on the proposals. There will be investment in improved facilities at Cophall Stadium. The Committee has resolved that £400,000 from the proceeds of sale will be invested in providing improved local facilities on Clitterhouse playing fields and the former Clitterhouse Farm depot.</p> <p>(iv) <i>(This is a reference to the Council's application to the Lands Tribunal to have the restrictive covenant removed or modified. This is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i></p> <p>(v) HFC intends moving to Cophall. Thus, whatever happens with the land there will be demolition and other works which will cause some local disturbance but this will be of a temporary nature.</p> <p>(vi) There is nothing to suggest that property values will</p>

	thinking of selling in the near future.	be affected by a sale of the HFC site.
<p>Mario & Maria Santos 41 Cleveland Gardens NW2 (two letters)</p> <p>Received on 28.7.05 Acknowledged on 1.8.05</p>	<p>(i) I object to selling to a developer in order to build more blocks of flats as we already have enough traffic in the area. It's already difficult for the residents of the Golders Green Estate to drive daily and move around.</p> <p>(ii) We need our free green spaces for the residents and their families, I would like this land to remain as is. The open area is one place we can escape from the city.</p>	<p>(i) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement. The Environment Agency was a statutory consultee.</p> <p>(ii) The Section 123 (2A) notice only applies to the HFC site – there is no intention to sell any part of the adjacent Clitterhouse playing fields/Metropolitan Open Land. The proposed sale will therefore not affect these residents enjoyment of the playing fields.</p>
<p>Sampa Chaudhury 98 Cleveland Gardens NW2</p> <p>e-mail Received on 28.7.05 Acknowledged on 1.8.05</p>	<p>(i) I strongly object to selling to private developers for building flats and care home. I live in this area and there is no provision for sports and leisure facility for local residents and young people which is badly needed. The stadium and land can be developed to provide this facility. This way young people of this area can be engaged and the crime they get involved in can be avoided.</p> <p>(ii) Building more accommodation will create more congestion on Claremont Road and the adjoining roads. The transport infrastructure is not capable to accommodate more road users in this area.</p> <p>(iii) Currently there is only one GP surgery in this area. The facility is already over-stretched.</p> <p>(iv) I do not want to find more green land concreted and more pollution and congestion being created in our area.</p>	<p>(i) The Committee has resolved that £400,000 from the proceeds of sale will be invested in providing improved local facilities on Clitterhouse playing fields and the former Clitterhouse Farm depot. Officers are in discussion with a local youth organisation which wishes to take on the former depot and invest additional funds in providing youth facilities.</p> <p>(ii) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement. The Environment Agency was a statutory consultee.</p> <p>(iii) There are on-going discussions between the Cricklewood Regeneration area partners and the Primary Care Trust to provide new health facilities.</p> <p>(iv) The Section 123 (2A) notice only applies to the HFC site – there is no intention to sell any part of the adjacent Clitterhouse playing fields/Metropolitan Open Land. The</p>

	(v) Provide some benefits in the way of sports and leisure centre.	<p>proposed sale will therefore not affect these residents enjoyment of the playing fields.</p> <p>(v) The Committee has resolved that £400,000 from the proceeds of sale will be invested in providing improved local facilities on Clitterhouse playing fields and the former Clitterhouse Farm depot.</p>
<p>Mrs L Lusuardi 114 Cleveland Gardens NW2</p> <p>Received on 14.7.05 Acknowledged on 15.7.05</p>	<p>(i) I disagree to the redevelopment of the playing fields generally but more so of the [HFC] site.</p> <p>(ii) I would have thought the proposal goes against what I understand Central Government believes in and encourages Local Government to sustain.</p> <p>(iii) If HFC wants to relocate, why can't the piece of land be converted to some other sporting or recreational activity – i.e. swimming pool or tennis courts or leave as open space.</p> <p>(iv) I hope the Lands Tribunal will support our objection to the lifting or modification of the covenant.</p>	<p>(i) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i></p> <p>The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement. The Environment Agency was a statutory consultee.</p> <p>(ii) The proposed sale of the land does not conflict with any Government guidance.</p> <p>(iii) If HFC is to invest in Copthall Stadium it needs to realise a significant capital sum from the sale of the Claremont Road site and therefore it will be necessary to sell for a valuable use. It will not be available for sports development.</p> <p>(iv) <i>(This is a reference to the Council's application to the Lands Tribunal to have the restrictive covenant removed or modified. This is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i></p>
<p>M& H Singer 124 Cleveland Gardens NW2</p> <p>Received on 27.7.05 Acknowledged on 1.8.05</p>	<p>(i) I am writing about the proposed plans for Clitterhouse playing fields – it is out of the question that they should be built over. It is their very spaciousness which is important. One can get away from the noise and hassle, walk the dog, play games. My husband who is partially disabled can get there and loves it there.</p>	<p>(i) The Section 123(2A) notice does not relate to any part of the adjacent Clitterhouse playing fields/metropolitan open land. The proposed sale will therefore not affect these residents enjoyment of the playing fields.</p>
<p>Mr M McPherson 6 Clitterhouse Crescent</p> <p>Received on 27.7.05</p>	<p>(i) My family and I live local and use the clubhouse and follow the football team. We are totally opposed to this sale. For many people the football club and clubhouse are at the heart of the community and irreplaceable.</p>	<p>(i) Hendon Football Club wishes to move to Copthall Stadium and invest in that facility for its future. It can only do this if the Claremont Road site is sold. However, the Committee has resolved that £400,000 from the</p>

<p>Acknowledged on 1.8.05</p>	<p>(ii) Claremont Road is already a very congested road and a well use rat run with long tailbacks daily and I feel any further increase in traffic would make this worse.</p>	<p>proceeds of sale will be invested in providing improved local facilities on Clitterhouse playing fields and the former Clitterhouse Farm depot.</p> <p>(ii) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i></p> <p>The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement. The Environment Agency was a statutory consultee.</p>
<p>Mr, Mrs & Ms Clowes 79 Clitterhouse Crescent NW2 (three identical letters)</p> <p>Mr & Mrs Cairns 87 Clitterhouse Road NW2 (Two identical letters)</p> <p>Mr & Ms Clowes 166 Clitterhouse Road (Two identical letters)</p> <p>All received on 27.7.05 Acknowledged on 1.8.05</p>	<p>All stated:</p> <p>(i) I object to the selling of the freehold of the land.</p>	
<p>Mr D, Mrs M & Mr L Sabatino 72 Cotswold Gardens NW2</p> <p>Received on 27.7.05 Acknowledged on 1.8.05</p>	<p>(i) We are still concerned with the proposed development at HFC. We are unhappy with the prospect of continuous development work, noise, pollution and damage to the environment.</p> <p>(ii) We are already on very built up area and we do not</p>	<p>(i) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i></p> <p>The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement. The Environment Agency was a statutory consultee. Whatever happens with the land there will be demolition and other works which will cause some local disturbance but this will be of a temporary nature.</p> <p>(ii) The Section 123(2A) notice does not relate to any part</p>

	want to see the slow demolition of our park. We have grandchildren who enjoy the safe use of the park.	of the adjacent Clitterhouse playing fields/metropolitan open land. The proposed sale will therefore not affect these residents enjoyment of the playing fields.
Mr F Isaacs 76 Cotswold Gardens Received on 26.7.05 Acknowledged on 1.8.05	(i) I object to the building of flats on the site of HFC. We are extremely worried about the traffic congestion along Claremont Road and the bottlenecks this will cause and the swelling of the local population. (ii) Already the deterioration of properties in our area is tangible and more residents (especially those who rent) will make it worse.	(i) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement. The Environment Agency was a statutory consultee. (ii) This is an unsubstantiated comment which has no merit.
Mrs J Foster OBE JP 82 Cotswold Gardens NW2 Received on 26.7.05 Acknowledged on 1.8.05	(i) I wish to record my disapproval of the Council selling land which is covered by a covenant and their back door activities to get this lifted. (ii) If the football club moves the land should be returned to playing fields for the benefit of the residents in the area. (iii) The plans submitted are an over development of the site and does not take into consideration the views of those of us who live in the vicinity. (iv) Traffic congestion in the two lane Claremont Road would do nothing for the environment. The demand for extra water would cause a water shortage.	(iv) <i>(This is a reference to the Council's application to the Lands Tribunal to have the restrictive covenant removed or modified. This is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> (ii) Hendon Football Club wishes to move to Cophall Stadium and invest in that facility for its future. It can only do this if the Claremont Road site is sold. However, the Committee has resolved that £400,000 from the proceeds of sale will be invested in providing improved local facilities on Clitterhouse playing fields and the former Clitterhouse Farm depot (iii) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement. The Environment Agency was a statutory consultee. (iii) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to</i>

	<p>(v) Doctors lists are full – no N H dentists.</p> <p>(vi) Schools are already over-crowded.</p>	<p><i>Section 123(2A) of the LGA 1972)</i> The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement. The Environment Agency was a statutory consultee.</p> <p>(v) There are on-going discussions between the Cricklewood Regeneration area partners and the Primary Care Trust to provide new health facilities.</p> <p>(vi) This committee has already agreed that if the land is ultimately sold for residential redevelopment then £120,000 will be allocated for additional school places.</p>
<p>Mrs M Maynard 90 Cotswold Gardens NW2</p> <p>Received on 26.7.05 Acknowledged on 1.8.05</p>	<p>(i) The covenant has not been lifted and is still being considered by the Lands Tribunal.</p> <p>(ii) This land should be returned to the green belt as originally intended. With the proposed Cricklewood Regeneration and the vastly increased number of residents in the future every piece of green belt land will be needed for recreation.</p> <p>(iii) This area will become very overcrowded if even more homes are built on this land.</p>	<p>(iv) <i>(This is a reference to the Council's application to the Lands Tribunal to have the restrictive covenant removed or modified. This is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i></p> <p>(ii) The HFC site has never been designated green belt. The surrounding land in designated Metropolitan Open Land. The Cricklewood Regeneration proposals include provisions for improved open spaces.</p> <p>(iii) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement. The Environment Agency was a statutory consultee.</p>
<p>David Lang 119 Cotswold Gardens NW2</p> <p>Received on 15.7.05 Acknowledged on 19.7.05</p>	<p>(i) I object most strongly to the freehold sale of the Hendon Football Club site by the local Council when this land is under the legal scrutiny of the Lands Tribunal. This is because hundreds of local residents are objecting to the Council's application to the Lands Tribunal to remove the restrictive covenants on this land.</p>	<p>(i) <i>(This is a reference to the Council's application to the Lands Tribunal to have the restrictive covenant removed or modified. This is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i></p>
<p>Mrs B Lejot</p>	<p>(i) I do not think this land should be sold.</p>	

29 Cumbrian Gardens NW2 Received on 26.7.05 Acknowledged on 1.8.05		
E F Sorensen 69 Cumbrian Gardens NW2 Received on 25.7.05 Acknowledged on 1.8.05	(i) I object to the sale of the land for building flats. (ii) The club has an old tradition and gives pleasure to many people and its closure would be a tragedy.	(ii) Hendon Football Club will continue at its new base at Cophthall stadium.
Gwendolen Sorensen 69 Cumbrian Gardens NW2 Received on 25.7.05 Acknowledged on 1.8.05	(i) I do not wish this area to be sold to a developer. (ii) We do not need more buildings here and should keep the open space we have.	(ii) The Section 123(2A) notice does not relate to any part of the adjacent Clitterhouse playing fields/metropolitan open land. The proposed sale will therefore not affect these residents enjoyment of the playing fields.
M Hogatt 73 Cumbrian Gardens NW2 Received on 27.7.05 Acknowledged on 1.8.05	(i) The thought of blocks of flats being built on [the HFC site] is thoughtless and hideous, will ruin the area now, and future generations to come. I strongly object to their construction – as do many others in the area, it will be a blight on the landscape. Other factors would be more traffic, noise, emissions in the air, anti-social disruption etc.	(i) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement.
Mrs M Simms 17 Dunstan Road NW11 Received on 1.8.05 Acknowledged on 2.8.05	(i) We strongly deplore turning the green space of Hendon football ground into a housing estate with another massive increase in cars in a borough that is already choking with traffic. (ii) We also think it would be disgraceful to attempt to lift the covenants governing this area. (iii) The voters in this borough are overwhelmingly opposed to this plan and but we recognise that there would be some beneficiaries – the developers and the	(i) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement. The HFC site is not Metropolitan Open Land. (ii) <i>(This is a reference to the Council's application to the Lands Tribunal to have the restrictive covenant removed or modified. This is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> (iii) Nothing was provided to show that this objector is authorised to represent the views of "voters in this borough". The last comment is unsubstantiated.

	estate agents.	
J Henry 27 Elm Grove NW2 Received on 28.7.05 Acknowledged on 1.8.05	(i) I object to the sale of the HFC site. This would open the way to development that would crowd out the open space.	(i) The Section 123(2A) notice does not relate to any part of the adjacent Clitterhouse playing fields/metropolitan open land. The proposed sale will therefore not affect residents enjoyment of the playing fields.
Dr N & Mrs S Andrawis 71 Hodford Road NW11 Received on 28.7.05 Acknowledged on 1.8.05	(i) We strongly object to the sale as we believe it is against the public interest. It places another obstacle in the way of encouraging sport and recreation in the locality. (ii) The sale would be against the spirit of the Government's drive to encourage sporting activities. Such clubs are rare in this area while blocks of flats and expensive housing are commonplace.	(i) The Committee has resolved that £400,000 from the proceeds of sale will be invested in providing improved local facilities on Clitterhouse playing fields and the former Clitterhouse Farm depot. Officers are in discussion with a local youth organisation which wishes to take on the former depot and invest additional funds in providing youth facilities. (ii) Hendon FC will be moving to Copthall stadium. The overall proposals have been discussed with Sport England which organisation did not object to the Council's planning application.
Mrs J Krasniqi 2 Jade Close NW2 Received on 26.7.05 Acknowledged on 1.8.05	(i) I do not think the Clitterhouse land should be sold. I use the park daily let alone the extra traffic it will cause. We have enough built over Brent Cross, leave us some greenery.	(i) The Section 123(2A) notice does not relate to any part of the adjacent Clitterhouse playing fields/metropolitan open land. The proposed sale will therefore not affect these residents enjoyment of the playing fields.
A & P Bergman 93 Pennine Drive NW2 Two identical letters Received on 28.7.05 Acknowledged on 1.8.05	(i) I object to the proposal that HFC and the surrounding land be sold by the lifting of the covenants that apply to the freeholds.	(i) <i>(This is a reference to the Council's application to the Lands Tribunal to have the restrictive covenant removed or modified. This is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i>
F Badger 95 Pennine Drive NW2 Received on 26.7.05 Acknowledged on 1.8.05	(i) The covenants should remain to do as they were meant to do – to protect the site. (ii) Clitterhouse fields to be used for the recreation of local schools and residents.	(i) <i>(This is a reference to the Council's application to the Lands Tribunal to have the restrictive covenant removed or modified. This is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> (ii) The Section 123(2A) notice does not relate to any part of the adjacent Clitterhouse playing fields/metropolitan open land. The proposed sale will therefore not affect these residents enjoyment of the playing fields.
Mr P Ilo & Mr J Dunne 142 Pennine Drive NW2	(i) I oppose the selling of the freehold of the HFC site. I believe this land should be maintained for recreational	(i) The Section 123 (2A) notice only applies to the HFC site – there is no intention to sell any part of the adjacent

<p>Two identical letters Received on 27.7.05 Acknowledged on 1.8.05</p>	<p>purposes.</p>	<p>Clitterhouse playing fields/Metropolitan Open Land. The proposed sale will therefore not affect these residents enjoyment of the playing fields. Hendon Football Club wishes to move to Copthall Stadium and invest in that facility for its future. It can only do this if the Claremont Road site is sold. However, the Committee has resolved that £400,000 from the proceeds of sale will be invested in providing improved local facilities on Clitterhouse playing fields and the former Clitterhouse Farm depot</p>
<p>Mrs E Baggs 4 Prayle Grove NW2 Received on 28.7.05 Acknowledged on 1.8.05</p>	<p>(i) Surely the traffic problem should be greatly considered being that roads surrounding this property were only made for farm vehicles and not present day freight and buses that over use this area and are doing lots of damage to the roads in question.</p> <p>(ii) I think that if the HFC and surrounding area is removed another part of a long loved area and heritage to our local community will be joining the rest of our countries loss, - measurements, weights, money – to quote a few.</p>	<p>(i) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement. The Environment Agency was a statutory consultee.</p> <p>(ii) The Section 123 (2A) notice only applies to the HFC site – there is no intention to sell any part of the adjacent Clitterhouse playing fields/Metropolitan Open Land. The proposed sale will therefore not affect these residents enjoyment of the playing fields.</p>
<p>Mrs I Howard 55 Prayle Grove NW2 Received on 26.7.05 Acknowledged on 1.8.05</p>	<p>(i) It seems that the Council thinks if a property developer buys the freehold it will be easier for them to obtain permission for building on this land to take place thereby destroying the green area of Clitterhouse playing fields.</p> <p>(ii) The roads in this area are congested enough so why make it worse to encourage more traffic into the area.</p> <p>(iii) Surely with all the plans in the pipeline for the entire regeneration of this area it is entirely unnecessary to sell off the freehold for more building to take place.</p>	<p>(i) The Section 123 (2A) notice only applies to the HFC site – there is no intention to sell any part of the adjacent Clitterhouse playing fields/Metropolitan Open Land. The proposed sale will therefore not affect these residents enjoyment of the playing fields.</p> <p>(ii) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement. The Environment Agency was a statutory consultee.</p> <p>(iii) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to</i></p>

		<i>Section 123(2A) of the LGA 1972)</i> The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement. The Environment Agency was a statutory consultee.
J Crellin 83 Prayle Grove NW2 Received on 27.7.05 Acknowledged on 1.8.05	(i) The sale and development of the HFC site would be detrimental to the area.	
Ms S Sullivan 91 Prayle Grove NW2 Received on 29.7.05 Acknowledged on 2.8.05	(i) I strongly object to the sale – the land should be used by the local community.	(i) Hendon Football Club wishes to move to Copthall Stadium and invest in that facility for its future. It can only do this if the Claremont Road site is sold. However, the Committee has resolved that £400,000 from the proceeds of sale will be invested in providing improved local facilities on Clitterhouse playing fields and the former Clitterhouse Farm depot
D Herbert 107 Prayle Grove NW2 Received on 27.7.05 Acknowledged on 1.8.05	(i) I am completely against the selling of the HFC site.	
Messrs R & A and Mrs U Elsdon 159 Prayle Grove NW2 Received on 26.7.05 Acknowledged on 1.8.05	(i) I don't think this should be sold for flats.	(i) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i>
Mr P Campbell 30 Quantock Gardens NW2 Received on 26.7.05 Acknowledged on 1.8.05	(i) The Lands Tribunal have not yet decided on the lifting of the covenant. (ii) I do not want flats built on this site or the land sold to developers.	(i) <i>(This is a reference to the Council's application to the Lands Tribunal to have the restrictive covenant removed or modified. This is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> (ii) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement. The Environment Agency was

	(iii) That would be just the beginning very soon the only piece of green land would be gone for ever.	a statutory consultee. (iii) The Section 123 (2A) notice only applies to the HFC site – there is no intention to sell any part of the adjacent Clitterhouse playing fields/Metropolitan Open Land. The proposed sale will therefore not affect these residents enjoyment of the playing fields.
Mr D Campbell 30 Quantock Gardens NW2 Received on 27.7.05 Acknowledged on 1.8.05	(i) I understand that attempts are being made to have the covenants protecting Clitterhouse park discharged by the Lands Tribunal. I would prefer it if there was still a reasonably-sized piece of open land near to my house. There has been one there for as long as I can remember, and it makes a welcome change from all the buildings and concrete that there are near to where I live. I like visiting the park and walking there, and am sure that I would not be the only one who would lose a lot if the area lost this park.	(i) The Section 123 (2A) notice only applies to the HFC site – there is no intention to sell any part of the adjacent Clitterhouse playing fields/Metropolitan Open Land. The proposed sale will therefore not affect these residents enjoyment of the playing fields.
B Rotti 133 The Vale NW11 Received on 26.7.05 Acknowledged on 1.8.05	(i) I am against the proposal.	
C Dunne 16 Yew Grove NW2 Received on 26.7.05 Acknowledged on 1.8.05	(i) I am writing to register my strong objection to the sale of the freehold.	
Robert Goymour 4 Chiltern Gardens NW2 1PX on behalf of himself and the following: D & H Raeburn, 125 Cotswold Gardens Golders Green Allotment & Horticultural Association	(i) The development is wholly inappropriate to the area; many Councillors of all parties have said so. (ii) Many thousands of residents have objected because they also concur with the above statement and find the whole scheme abhorrent. They have already submitted many objections to the Council explaining why they find this scheme abhorrent and with which you should be fully familiar. These are not the objections of a 'nimby brigade'; the objectors point to numerable economic,	(i) This is a reference to the scheme for which planning permission has already been granted. It is not an objection to the sale of the land. Nothing was provided to show that this objector is authorised to represent the views of "many Councillors of all parties". (ii) This is a reference to the scheme for which planning permission has already been granted. It is not an objection to the sale of the land. The 'many thousands' of objections referred to have not been seen. There are a total of 298 individuals and organisations who made representations to the Lands Tribunal. Nothing was provided to show that this objector is authorised to

M Maynard, 90 Cotswold Gardens (see above)	social and environmental problems.	represent the views of “many thousands of residents” or any objections others may have made.
J Foster, 82 Cotswold Gardens (see above)	(iii) The development would have a profoundly injurious effect on the immediate neighbourhood as well as Cricklewood as a whole. For these neighbourhoods, I cannot accept that this development “... is likely to contribute to the economic, social or environmental well being” as defined by the Local Government Act 1972: General Disposal Consent (England) 2003, which you clearly seek to invoke.	(iii) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement. The Environment Agency was a statutory consultee. The reference to the General Disposals Consent (England) 2003, which relates to the sale of land by local authorities at less than best consideration, is irrelevant to this Section 123(2A) notice which is purely the Council giving notice of its intention to sell.
D Lang, 119 Cotswold Gardens (see above)		
C Soh, 52 Pennine Drive		
H Bukowitz, 30 Cotswold Gardens		
L Lusuardi, 114 Cotswold Gardens (see above)	(iv) Having displayed considerable forbearance and patience (along with many thousands of other residents) towards Barnet Council since November 2003, I no longer make any requests; I insist:	(iv) Nothing was provided to show that this objector is authorised to represent the views of “many thousands of other residents”.
L Heather, 141 Cotswold Gardens		Section 123(1) of the Local Government Act provides that, subject to the provisions of the rest of the Section if applicable, a principal council may dispose of land held by them in any manner they wish.
L & J Gonella, 32 Cotswold Gardens	<ul style="list-style-type: none"> You state which of the three grounds you rely on in exercise of the additional powers given to Local Authorities by the Secretary of State 	
L Thomas, 46 Cotswold Gardens	<ul style="list-style-type: none"> For each of these grounds you give me a detailed analysis of how you have arrived at your decision. (You cannot rely literally upon the Act and say “.. the local authority considers..” that the sale and development of the land is for the “..well being of the whole or any part of its area, or of all or any persons resident or present in its area”). The objections referred to above suggest the General Disposal Consent (England) 2003 cannot possibly be applied. Note: there will be many expert witnesses called to the Lands Tribunal to substantiate the objections. 	The grounds referred to by Mr Goymour are set out in paragraph 2(a) of the Annex to the Local Government Act 1972:General Disposals Consent 2003 issued by the Office of the Deputy Prime Minister and deals with the sale of land at less than best consideration where the difference between the unrestricted value and the proposed sale price does not exceed £2m. This is not the same as Section 123 (2a) of the Local Government Act 1972 and therefore Mr Goymour’s request is irrelevant to the current matter.
M Mageed, 137/139 Cotswold Gardens		
M Shafi, 137/139 Cotswold Gardens		
O Schaick, 137/139 Cotswold Gardens		
The Golders Green Residents Association	(v) Should Barnet Council fail to comply with the above and justify their actions, I will seek a Court Order to restrain the Council from sale until such time as the Court	(v) See (iv) above.
UK Open Space		

<p>Foundation Ltd (set up by D Badrick)</p> <p>D Badrick, allotment plot holder)</p> <p>M Morris, 16 Cheviot Gardens.</p> <p>Received on 20.7.05 Acknowledged on 1.8.05</p>	<p>is satisfied that the Council has properly exercised the additional powers given to it by the General Disposal Consent (England) 2003.</p> <p>(vi) In order to take advantage of the extra powers given by Section 2(a) of the General Disposal Consent, any sale must be "... on terms that are intended to maximise the consideration". The Council cannot comply with Section 2(a) because it has:</p> <ul style="list-style-type: none"> • Granted a 99 year lease on what is essentially pasture land and therefore commercially it is virtually worthless (to the community it is, of course, priceless). • Granted planning permission before surrender of the lease. In effect your Council have increased beyond measure the value of the lease and produced a correspondingly huge decrease in the value of the freehold to the detriment of the immediate neighbourhood and Cricklewood in general. The Council is in flagrant breach of their fiduciary duty to the people of Barnet because they are handling Public Land and Public Money and in flagrant breach of the 1927 covenant. <p>(vii) Given the land was purchased in 1925 as an open space for public use and recreation in perpetuity any development would be illegal for the following reasons:</p> <ul style="list-style-type: none"> • The Application to Discharge or Modify the Restrictive Covenant of November 1925 has not been dealt with by the Lands Tribunal (and, if necessary by the High Court of Justice). • Even if the above Application is successful, the land still remains burdened by an even stronger Restrictive Covenant and Agreement made in 1927 both of which require the land to revert to open space for public use and recreation in perpetuity whenever the land ceases to be used for football or other sport. Therefore the 	<p>(vi) See (iv) above. In addition, the external auditors have previously considered some of the issues raised and has not concluded that the Council has acted inappropriately in this matter to date.</p> <p>(vii) <i>(This is a reference to the Council's application to the Lands Tribunal to have the restrictive covenant removed or modified. This is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i> There is only one covenant which is considered to affect the land and this is the subject of the Council's application to the Lands Tribunal. In connection with the grant of a lease of part of the land for football use, and linked to the original financing for the purchase of the land, in 1927 it was agreed between Hendon Urban District Council and Middlesex County Council that if the land ceased being used for football and an appropriate resolution was made by Hendon UDC the land would revert to open space use. Barnet is successor in title to both Hendon UDC and Middlesex CC and therefore it is considered that the agreement no longer has any effect.</p>
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	<p>combined effect of: (i) granting the 99 year lease; (ii) granting planning permission and (iii) the (proposed) sale has put Barnet Council in flagrant breach of fiduciary duty and I submit that Barnet Council have acted ultra vires.</p> <p>(N.B. An Application has not yet even been made to the Lands Tribunal for discharge or modification of the 1927 covenant).</p>	<p>It should be noted that the Council can, if it so wishes, sell land which may be subject to a restrictive covenant so long as the sale itself is not a breach of the covenant.</p>
<p>Ken Grant, Chair Golders Green Estate Residents Association 10 Pennine Drive NW2</p> <p>e-mail Received on 28.7.05 Acknowledged on 1.8.05</p>	<p>Stated to be on behalf of 1004 homes that the Association represents (NOTE: It is very similar to the representations made by Mr M Morris of 16 Cheviot Gardens who sent in his own representations and is also named as being represented by Mr Goymour):</p> <p>(i) The local population has made it abundantly clear that they do not support the sale of any of their precious open space.</p> <p>(ii) Your planning department acknowledged nearly a thousand objectors at the planning stage of this iniquitous scheme. This area is designated as deficient in parkland and open space.</p> <p>(iii) There are numerous issues including flooding, unacceptable and unsustainable levels of traffic and lack of infrastructure. The traffic chaos in this area whenever there is the slightest problem on the approaches to the North Circular or M1 is unbelievable. Your own traffic studies state that the junctions at either end of Claremont Road and the North Circular are working above capacity and cannot sustain any increases. The Environment Agency still have not lifted their objection to any</p>	<p>Nothing was provided to show that this objector is authorised to represent the views of “1004 homes”.</p> <p>(i) The land in question has been leased to a football club since 1926 and has not been accessible to the public as open space since that time. The Section 123(2A) notice does not relate to any part of the adjacent Clitterhouse playing fields/metropolitan open land. The proposed sale will therefore not affect these residents enjoyment of the playing fields. Nothing was provided to show that this objector is authorised to represent the views of “the local population”.</p> <p>(ii) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i></p> <p>(iii) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i></p> <p>The planning application satisfactorily addressed highway and traffic issues and included a full Environmental Statement. The Environment Agency was a statutory consultee.</p>

	<p>development on the site.</p> <p>(iv) The site is currently subject to legal action via the Lands Tribunal regarding the two covenants protecting it. It is unacceptable that the administration is attempting to progress the sale whilst, under the terms of the covenants at present, it must remain public open space.</p>	<p>(iv) <i>(This is a reference to the Council's application to the Lands Tribunal to have the restrictive covenant removed or modified. This is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i></p>
	LATE REPRESENTATIONS	
<p>Mrs A & Ms L McLoughlin 177 Prayle Grove NW2</p> <p>two identical letters Received on 3.8.05 Acknowledged on 4.8.05</p>	<p>(i) I do not wish to see flats built on the [site].</p>	<p>(i) <i>(This is a reference to the proposed development for which planning permission has been granted and therefore is not an issue for consideration pursuant to Section 123(2A) of the LGA 1972)</i></p>
<p>Ms J Kanska 111 Pennine Drive, NW2</p> <p>Received on 11.8.05 Acknowledged on 22.8.05</p>	<p>(i) I believe further development in the area would seriously damage the amenity and be a complete retrograde step.</p> <p>(ii) I do hope the views of existing residents will be taken into account.</p>	<p>(i) The Committee has resolved that £400,000 from the proceeds of sale will be invested in providing improved local facilities on Clitterhouse playing fields and at the former Clitterhouse Farm depot</p>