

17th December 2019

The Planning Strategy Team  
Local Plan Review  
Stroud District Council  
Ebley Mill  
Stroud GL5 4UB

For the attention of [REDACTED]

Dear Sirs

### **Proposed Development of 20 New Houses Washfield Field - PS 41**

Further to my letters of 27th November 2017 and 11th January 2019, I write again to express my objections to this proposed development for the following reasons:-

1. No road access to this site has been proposed but it would seem that the most likely would be from Lower Washwell Lane which is already totally over-used and is becoming dangerous to use by schoolchildren and adults alike with the present number of cars using it. Direct access onto the A46 would be the only other possibility and again this is a very busy road where traffic backs up from the traffic lights beyond the junction with Lower Washwell Lane and it is becoming increasingly difficult and sometimes dangerous to access the A46.
2. 20 new houses could potentially mean an additional 40 cars, not to mention extra service vehicles - more traffic would further increase the risk to children using Lower Washwell Lane to walk to school or to play in the Rec. There are little or no pavements and many parked cars. The Village is already reaching breaking point for car parking, particularly in Vicarage Street which many of the additional cars would be using. Vicarage Street and Lower Washwell Lane are already being used as a "rat run" to avoid the queues at the traffic lights on the A46.
3. Due to the gradient of Washwell Field and the likelihood of the existence of fuller's earth or other unstable ground it is highly likely the developers will need to

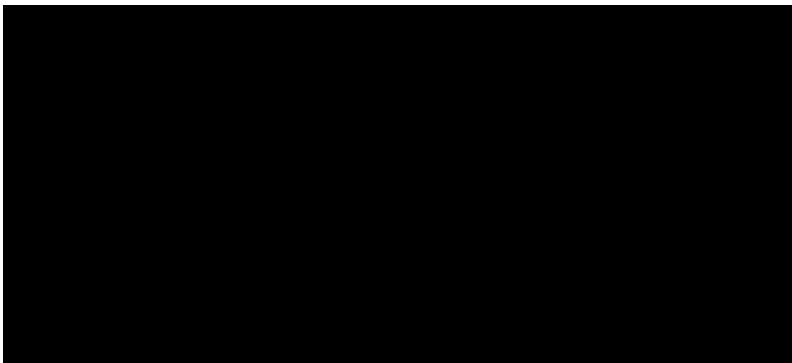
pile the foundations of the new houses. This could cause structural damage to the surrounding houses in which case the Stroud District Council will be responsible for any damages.

4. The Stroud District Council Local Plan Review states the new development would have access to the local GP Surgery. The Surgery currently has a 5 week waiting list for non-urgent appointments. It also states that there is a post office - since the Painswick Post Office closed this is run in the Town Hall for 4 hours a week! The SDC also states that the Primary School would be available to residents of the new development, but I understand that there are currently little or no places. In my opinion the current infrastructure could not support an additional 20 families.

5. Due to the gradient of this site, the building of the proposed new houses would inevitably create surface water flooding to the existing surrounding houses, particularly those at the lower end of the field. The proposal is for 20 houses but the site could accommodate up to 60 houses and with the inevitable addition of future infill building the possibility of further flooding will be increased.

6. Finally, this is ancient pasture land and is still used to this day for grazing livestock and in fact there is a covenant in place to prevent any building on a portion of this historic land. As requested by [REDACTED] I enclose a copy of the Covenant.

I trust that the Team will take into consideration my comments and act accordingly to halt this proposed development.



(Letter sent, Royal Mail Signed For)



Reference  
The Land Charges &  
REGISTRATION Act 1925 has  
On the above date.  
On behalf of: - Munn.  
Description of land: - Rt Hon  
Fidh  
Globe  
GP  
By agreement with the C & L 200  
We warrant that the C & L 200



THIS CONVEYANCE is made the *Twentyfirst* day of *July*  
One thousand nine hundred and forty-nine  
 BETWEEN THE RIGHT HONOURABLE [redacted] of  
 Washwell House Painswick in the County of Gloucester Widow (hereinafter  
 called "the Vendor") of the first part THE RIGHT HONOURABLE [redacted]  
 [redacted] of Morcott Court Berkhamstead in the County of  
 Hertford and [redacted] of Holloways Farm Beaconsfield in the  
 County of Buckingham Retired Schoolmaster (hereinafter called "the  
 Trustees") of the second part and [redacted] O.B.E., B.Ch., D.M.  
 of "Meadowcroft" Painswick in the County of Gloucester aforesaid Medical  
 Practitioner (hereinafter called "the Purchaser") of the third part

WHEREAS :-

(1) By a Vesting Assent dated the Fifth day of April One thousand nine  
 hundred and forty-nine and made by the Vendor the said Right Honourable  
 [redacted] and the said  
 [redacted] the property hereinafter described was declared to  
 be vested in the Vendor in fee simple upon the trusts of a Settlement  
 created by the Will dated the Thirty-first day of October One thousand  
 nine hundred and thirty-four and two Codicils thereto dated respectively  
 the Fifth day of August One thousand nine hundred and thirty-five and the  
 Eleventh day of October One thousand nine hundred and forty-one of The  
 Right Honourable Willoughby Wyatt Baron Dickinson of Painswick deceased  
 which was proved on the third day of September One thousand nine hundred  
 and forty-three in the Gloucester District Probate Registry or upon such  
 other trusts as the same ought from time to time be held and the Vendor  
 the said The Right Honourable [redacted]  
 [redacted] were stated to be the Trustees of  
 the Settlement for the purposes of the Settled Land Act 1925.

(2) By a Deed of Declaration made the 5th day of April One thousand nine  
 hundred and forty-nine between the Vendor the said The Right Honourable  
 [redacted]  
 [redacted] of the one part and the said [redacted] of the  
 other part which Deed was expressed to be supplemental to the Vesting  
 Assent hereinbefore mentioned it was therein declared that the Vendor and  
 the Trustees were together the Trustees of the Settlement subsisting under  
 the Will of the said [redacted] for all purposes of  
 the Settled Land Act 1925.

(5) The Vendor has agreed with the Purchaser for the sale to him of the unincumbered fee simple in possession of the property hereby conveyed at the price of Three thousand Six hundred and twenty-five pounds. —

NOT THIS DEED MINNESSETH :-

1. In consideration of the sum of Three thousand six hundred and twenty-five pounds paid by the Purchaser by the direction of the Vendor to the Trustees (the receipt whereof the Trustees hereby acknowledge and the payment whereof in manner aforesaid the Vendor hereby acknowledges) the Vendor as trustee in exercise of the power conferred upon her by the Settled Land Act 1925 and of every other power enabling her hereby conveys unto the Purchaser ALL THAT piece or parcel of land containing about half an acre more or less situate at Washwell in the Parish of Painswick in the county of Gloucester and bounded on the South by the carriage-way leading out of the Painswick and Cheltenham high road to the Recreation Ground on the West by the roadway there adjoining premises known as "Green Acres" on the North by a piece of land Number 608 on the Twenty-five inch Ordnance Survey Map for the said Parish of Painswick and belonging to the Vendor and Trustees and on the East by a cottage and garden land also belonging to the Vendor and Trustees in the occupation of A. Monk TOGETHER with the dwellinghouse and outbuildings erected thereon and known as "Leadowcroft" in the occupation of the Purchaser which said property intended to be hereby conveyed is for the purpose of identification only coloured pink on the plan annexed hereto TOGETHER with such right of way (so far as the Vendor can legally grant the same) over and along the road or path to the back entrance of the said dwellinghouse as is at present enjoyed TO HOLD the same unto the Purchaser in fee simple.

2. The Vendor and the Trustees hereby covenant with the Purchaser that they the Vendor and Trustees with the intent that this clause shall bind their successors in title and shall enure for the benefit and protection of the property hereby conveyed that they the Vendor and the Trustees will not erect any building upon the land belonging to them to the North of the property hereby conveyed being Number 608 on the Twenty-five inch Ordnance Survey Map for the said Parish of Painswick and which for the purpose of identification only is edged yellow on the plan annexed hereto.

3. The Vendor and the Trustees hereby acknowledge the right of the Purchaser to the production of the said Vesting Assent dated the Fifth day of April One thousand nine hundred and forty-nine and to the said Deed of

Declaration dated the Sixth day of April One thousand nine hundred and forty-nine and to delivery of copies thereof and undertakes with the Purchaser for the safe custody of the same.

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

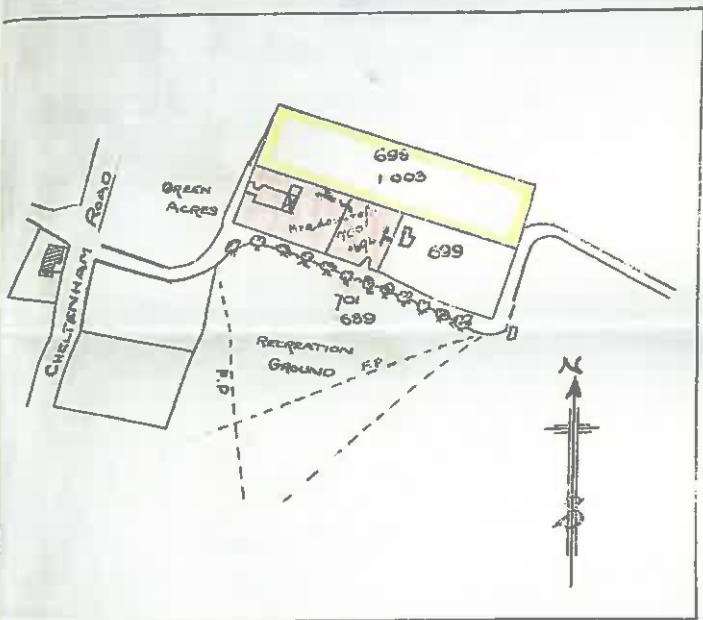
[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]



Secretary



1967

THE OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE  
WASHINGTON, D.C. 20530

PRESENT  
10 FEB 1967  
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THIS deed of conveyance between the Swinets John & Dorothy  
the vendors here numbered and sixty-seven 8212 1/2 the within-named  
ROY ANNE B. SWINETS, WIFE, S.W., D.C., 20530 and JOHN A. SWINETS, FAIRVIEW  
in the County of District of Columbia of the one part and  
WILHELMINE SWINETS in the wife of the other part WILHELMINE that  
in consideration of the natural love and affection for her the aforesaid  
Dorothy and for the good of the said John Swinets formerly  
"landlord" but now known as "The Red House" and property comprised in  
and conveyed by the within-written conveyance to hold the same unto her  
the said WILHELMINE SWINETS in fee simple for her own sole use and  
benefit absolutely.

In witness whereof the said parties to these presents have hereunto  
set their hands and seals the day and year first before written.

Witness my hand and seal of the said  
Attorney General in the  
presence of:-

[Redacted signature area]

[Redacted signature area]

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form  
part of a larger transaction or series of transactions in respect of which  
the amount or value or aggregate amount or value of the property conveyed  
or transferred exceeds six thousand dollars.

by the said )  
in the presence of:-)

[Redacted signature area]

[Redacted signature area]

[REDACTED]  
12/3/98

Dear [REDACTED]

Restrictive covenant on land adjacent  
to the Red House

Painswick Councillor Barbara Tait handed a copy of the above covenant to the planning officers of the SDC on February 12th.

My solicitor, Richard Watkinson, have now registered the covenant with HM Land Registry

[REDACTED]  
Should the necessity arise I would apply to the Court for an injunction to invoke the restriction on building on OS ~~629~~ 698.

However, at this stage I only wish to draw attention to the planners that the area of 1.003 acres may not be available for development in Painswick.

Yours sincerely  
[REDACTED]