

**From:** [Development Control](#)  
**To:** [REDACTED]  
**Subject:** FW: Blue Mountain development and other development in Binfield/Warfield  
**Date:** 21 October 2013 15:49:47

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**From:** [REDACTED]  
**Sent:** 21 October 2013 15:49  
**To:** Development Control  
**Subject:** Blue Mountain development and other development in Binfield/Warfield

I have lived in Bracknell since coming here with my parents as a baby in 1954. Most of that time has been spent in Priestwood, with a total of about 17 years spent in Hanworth (Bracknell) and London.

I remember Bracknell as being just a small market town and have witnessed its 'progression' over the years, most of it detrimental! Whoever decided to rid the town centre of its lovely buildings (there were some, look it up! )and replace them with monstrous slabs of concrete should be locked up!

And now, with the advent of a giant shopping mall on the horizon (also known as the regeneration of Bracknell), the next plan is to rob the area of much of its surrounding countryside. It saddens me beyond words that this might happen .. does any one of the decision-makers actually care a jot about the people already living here? No need to answer, it's already clear that they don't. And I don't suppose for one second any of them will be affected by this.

I STRENUOUSLY OBJECT TO THIS PLANNED DEVELOPMENT as do my family in Priestwood and Temple Park.

[REDACTED]

**From:** [Development Control](#)  
**To:** [REDACTED]  
**Subject:** FW: Blue Mountain Golf Course  
**Date:** 29 October 2013 14:31:34

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FYI

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**From:** [REDACTED]  
**Sent:** 29 October 2013 14:16  
**To:** Development Control  
**Cc:** [REDACTED]  
**Subject:** Blue Mountain Golf Course

Dear Sirs

I am emailing my objection to the removal of a legal agreement protecting Blue Mountain Golf Course. My objections are as follows

- Building on the golf course will affect my enjoyment of the open space, sports and recreation/community facilities, views, tranquillity, and the current green gap between Binfield and Bracknell.

- Also, I do not support that taxpayers' money should be used to break a legal agreement signed on my behalf which was to protect this land from development.

I thought that Section 52 Agreement is in place to protect Blue Mountain from development and that it cannot be used for any purpose other than a golf course, open space or recreational space for the remaining duration of the agreement (102 years). The Borough Council and County Council at the time signed an agreement on my behalf which was to protect this land from development.

I live in Binfield Village and wish it to remain a village but the council are doing their best to destroy this.

Yours faithfully

[REDACTED]

**From:** [Development Control](#)  
**To:** [REDACTED]  
**Subject:** FW: Concern over Blue Mountain Gold Course Protection  
**Date:** 31 October 2013 17:43:43  
**Importance:** High

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FYI

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**From:** [REDACTED]  
**Sent:** 31 October 2013 17:20  
**To:** Development Control  
**Cc:** [REDACTED]  
**Subject:** Concern over Blue Mountain Gold Course Protection  
**Importance:** High

Hello,

I have been living in Temple Park since 2006. I have become aware of the that you are planning on changing the agreement as stipulated in my Deed about building on Blue Mountain Golf Course. One of the main reasons why I purchased my property was because of the fact that it was right next to such a nice area of open space as Blue Mountain Gold course and the fact that this would not change. I do not agree to this covenant changing. Also there will be costs associated with changing this covenant. Can you please confirm that none of the money that I give to the council in taxes will be used for this. Also the value of my property will definitely go down as a result.

Please respond as soon as possible to my serious concerns.

Regards,

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

From: [Development Control](#)  
To: [REDACTED]  
Subject: FW: [REDACTED]  
Date: 01 November 2013 14:10:34

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From: [REDACTED]  
Sent: 01 November 2013 13:54  
To: Development Control  
Cc: [REDACTED]  
Subject: [REDACTED]

Dear Sirs,

RE- OBJECTION TO THE REMOVAL OF SECTION 52 AGREEMENT.

We recently moved into [REDACTED], with the full understanding that the above agreement/covenant was in place - It is also our understanding that Section 52 Agreement was put into place for the sole purpose of protecting Blue Mountain from any development and that it cannot be used for any purpose other than a golf course, open space or recreational space for the remaining duration of this agreement (102 years). At time of signing the said agreement is is my understanding that The Borough Council signed this agreement and so did the present owner of Blue Mountain and it is for this reason that we object to any plans for building on this site anything other than Recreational use and so we therefore oppose any plans for building any residential properties on this site.

I would appreciate your response to this email.

Yours faithfully,

[REDACTED]

***The information contained in this e-mail message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. If you are not the intended recipient of this e-mail (or responsible for its delivery to such person), the use of this information or any disclosure, copying or distribution is prohibited and may be unlawful. If you receive this in error, you should destroy this message and kindly notify the sender by reply e-mail***  
***All business undertaken is subject to our standard trading terms which incorporate the latest editions of or BIFA, provisions of which restrict or exclude liability and include a jurisdiction agreement. Copies available on request.***



## **URGENT - ACT NOW TO SAVE BLUE MOUNTAIN**

BRACKNELL FOREST COUNCIL  
RECEIVED

5 NOV 2013

You only have until **10 November** to make your objection to the removal of a legal agreement protecting Blue Mountain Golf Course. You should do this by email or by filling out this form.

Bracknell Forest Council signed an agreement with Luff Developments Ltd in 1990 to keep the land at Blue Mountain as a golf course or open space for 125 years. This agreement was a condition of the planning permission for Temple Park and is known as a Section 52 Agreement. The Council is now set on removing this agreement because they have allocated the site for a huge housing development, 2 schools and Bracknell Town Football stadium.

If you live in Temple Park, you may also be aware that this agreement is referred to in the title deeds of your property as a covenant, which stipulates:

***"1. Not to use the Golf Course Land for any purpose other than as a golf course for the provision of sporting or other recreational facilities or as open space and not to construct any buildings on the Golf Course Land other than as reasonably required in connection with any of the uses mentioned in this paragraph"***

Removal of this covenant will not only destroy the rural environment around Binfield but also alter the title deeds of your property.

### **To object to this removal of the Section 52 agreement:**

By the 10<sup>th</sup> November - write to the Head of Development Management, Bracknell Forest Council, Environment, Culture & Communities Department, Time Square, Market Street, Bracknell, RG12 1JD or email to: [development.control@bracknell-forest.gov.uk](mailto:development.control@bracknell-forest.gov.uk)

Please also CC the Borough Solicitor - [REDACTED] and your local MP - [REDACTED]

There is a template with suggested points for objections overleaf. Alternatively, complete your details and write your own objections on this form and return it to 4 Boltons Lane, RG42 4UB and we will submit it on your behalf.

### **Background**

The Section 52 Agreement dated 16<sup>th</sup> February 1990, was put in place and enforced by the Council to provide a community facility for residents, an area of open space and to preserve a green gap between Binfield and Bracknell.

BVPS working in conjunction with Save Blue Mountain campaign and many local residents are strongly opposed to both parties renegeing on this legal agreement. The site was first selected in the Council's Site Allocations Plan in 2009 and despite massive opposition was included in the Council's adopted local plan this year.

**BVPS and the Save Blue Mountain campaign have been working together with a team of planning lawyers to challenge the Council's actions and oppose the loss of Blue Mountain. Legal Counsel is clearly expensive and we are continuing to raise funds. If you want to help preserve Blue Mountain you can assist us by making a donation, and helping to preserve this land for future generations. Visit [www.bvps.org.uk/membership](http://www.bvps.org.uk/membership) and made a donation via Paypal or pay by cheque to BVPS, c/o 30 Blamire Drive, Binfield, RG42 4UN.**

**Suggested points for objections to the Council's proposal:**

1. You have not been consulted on a proposed change, which may affect the legal title you hold.
2. One of the main reasons you bought your property was due to its proximity to the golf course and open space.
3. The property was sold to you with the covenant in place and you do not agree that it should be changed or removed.
4. You understand that a Section 52 Agreement is in place to protect Blue Mountain from development and that it cannot be used for any purpose other than a golf course, open space or recreational space for the remaining duration of the agreement (102 years).
5. The Borough Council and County Council (at the time) signed an agreement on your behalf and there is no reason why this should change.
6. You do not support that taxpayer's money should be used to break a legal agreement signed on your behalf which was to protect this land from development.
7. It is not right that the same owner who signed the agreement to protect the land, now wishes to break this agreement in order to build more houses.
8. Building on the golf course will affect your enjoyment of the open space, sports and recreation/community facilities, views, tranquility, and the current green gap between Binfield and Bracknell.

My individual objection(s):

WOULD MUCH PREFER TO SEE 'GREEN BELT' LAND BETWEEN BINFIELD + BRACKNELL. IRONICALLY, I CAN REMEMBER THAT SOME PEOPLE OPPOSED THE CREATION OF A GOLF COURSE TWENTY-FIVE YEARS OR SO AGO! SURELY, THERE IS LITTLE TO OBJECT TO IN THIS CREATION. THE COURSE ENHANCES BINFIELDS RECREATIONAL AMENITIES.

SURELY, IF THE COURSE WAS CREATED WITH A LONG TERM COVENANT, THEN THIS SHOULD BE MAINTAINED. THERE IS A CERTAIN PRINCIPLE HERE.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**From:** [Development Control](#)  
**To:** [REDACTED]  
**Subject:** FW: Objection to removal of section 52 agreement  
**Date:** 08 November 2013 13:04:15

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**From:** [REDACTED]  
**Sent:** 08 November 2013 12:15  
**To:** Development Control  
**Subject:** Objection to removal of section 52 agreement

Dear sirs,

We object to the removal of section 52 agreement in relation to Blue Mountain Golf Course.

This agreement was put in place to protect the land in question and provide a green gap between Binfield and Bracknell, thus giving recreational and aesthetic advantages to an area being threatened with development all the time.

Local residents have not been consulted on the proposed change which may affect their legal title and undoubtedly the amenity provided by golf course open space.

Pressure on local facilities particularly in relation to volume of traffic will become greater.

We object to the change on the above grounds, signing a legal agreement and then trying to change it is making a mockery of the law.

Yours faithfully,

[REDACTED]

**From:** [Development Control](#)  
**To:** [REDACTED]  
**Subject:** FW: Objection to removal of section 52 agreement - Blue Mountain  
**Date:** 05 November 2013 09:13:57  
**Attachments:** [BLUE MOUNTAIN GOLF COURSE.docx](#)

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-----Original Message-----

**From:** [REDACTED]  
**Sent:** 05 November 2013 00:27  
**To:** Development Control  
**Cc:** [REDACTED]  
**Subject:** Objection to removal of section 52 agreement - Blue Mountain

Please find attached my objections to the proposed removal of the section 52 agreement relating to Blue Mountain Golf Course

Kind regards

[REDACTED]

[REDACTED]

[REDACTED]



**PLANNING PERMISSION NO. 614307**

**BLUE MOUNTAIN GOLF COURSE – PROPOSED REMOVAL OF SECTION 52 AGREEMENT.**

I wish to object to the removal of the Section 52 agreement on the following grounds:

The agreement was set up for a purpose, to ensure that the land remained an open space for 125 years, thus providing a community facility for residents and to preserve the green gap between Bracknell and Binfield. The importance of this is quite clear, and is reflected in the fact that Temple Park was build with reference to the agreement. I do not believe anything has changed that warrants either changing or removing the agreement.

With confidence that the agreement was in place, many people purchased properties both in Temple Park and the Binfield village. Removal of the agreement and the subsequent building on the site will destroy the community facility, tranquillity of the area, open space, views and the green gap that bought so many people to the area. The council should be representing these taxpayers and have an obligation to honour the agreement not to approve an application to break it.

What are the grounds for the removal of the agreement? 'We've know we signed an agreement but now we want to build on the site' IS NOT SUFFICIENT GROUNDS.

The agreement was signed by the Borough Council and County Council on behalf of the taxpayers of the area. As a council tax payer I object to the fact that if the council support this application they will be using my money in order to break the same agreement.

If the agreement is removed it will be setting a dangerous precedent, any parties considering setting up such an agreement in the future, or indeed any party with a current agreement in place, will have no guarantee that the agreement will be sufficiently legally binding to be of any value. A legal agreement is exactly what it says, A LEGAL AGREEMENT.

**Geraldine Boorman**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

,

**From:** [Development Control](#)  
**To:** [REDACTED]  
**Subject:** FW: Blue Mountain  
**Date:** 11 November 2013 09:21:15

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**From:** [REDACTED]  
**Sent:** 08 November 2013 18:30  
**To:** Development Control  
**Cc:** [REDACTED]; [REDACTED]  
**Subject:** Fwd: Blue Mountain

Begin forwarded message:

I am writing to express my objection to the proposed development on the site of the Blue Mountain Golf Course in Binfield Berks.

I have lived in Binfield for 19 years and feel this is an important open space and recreation facility for the area. Members of my family have used the course a lot over the years and also the club house for functions.

I believe that a section 52 agreement is in place to protect Blue Mountain from development and that it cannot be used for any other purpose other than Golf course, open space or recreational space for the remainder of the agreement which is another 102 years. !

The Borough Council and County Council signed this agreement and to renege on such an agreement would be a gross breach of trust. It would effectively mean any agreements entered into by the above are not worth the paper they are written on. The same goes for the land owner who also signed the agreement.

I fail to understand why the above authorities are prepared to concrete over an area like Blue Mountain and yet continue to build acres of office buildings that remain empty for years, on land that could have been used for Affordable Housing. I'm sure some excuse would be given for this but I'm equally sure it would defy logic to most of the local people and would be covering over some big money making scheme !! People are not STUPID !

I'd like to point out that as a resident of Binfield I have received no

consultative notification of the proposals which are likely to effect my quality of life and possibly affect the value of my property.

Yours faithfully

A large black rectangular redaction box covering the signature area.

13 NOV 2013

Tel: [REDACTED]

E-Mail: [REDACTED]

6 November 2013

Head of Development Management  
Bracknell Forest Borough Council  
Environment, Culture & Communities Department  
Time Square  
Market Street  
Bracknell RG12 1JD

Dear Sir

**Notice of Request to Modify an Agreement dated 16 February 1990**

As a resident of Berkshire and a member of the Blue Mountain Golf Centre, I am strongly against the modification of the above agreement concerning land at the Blue Mountain Golf Course off Wood Lane, Binfield.

The agreement was made by your predecessors without time limit, with good reason, on behalf of taxpayers, residents and the local community.

I request that you continue to reflect the interests of these people and not those of the landowner/developer. A developer who has no doubt already benefited significantly from the developments that have taken place since the agreement was signed and now seeks to renege on an agreement in order to pursue further development opportunities.

The fact that "the operative provisions of the 1990 agreement have been fulfilled by the parties" is not in my opinion sufficient reason to release the parties from the agreement by removing what I believe to be a key clause of the agreement.

Why sign such an agreement, if you have no long term intention of sticking to it?

Yours faithfully

[REDACTED]

[REDACTED]

**From:** [Development Control](#)  
**To:** [REDACTED]  
**Subject:** FW: Section 52 Agreement Consultation  
**Date:** 11 November 2013 09:21:21  
**Attachments:** [AL\\_S52 Consultation.doc](#)

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**From:** [REDACTED]  
**Sent:** 08 November 2013 18:44  
**To:** Development Control  
**Subject:** Section 52 Agreement Consultation

Please find attached my response to the consultation on the request to modify the Section 52 Agreement and Covenant signed on 16 February 1990 in relation to land at Blue Mountain Golf Course, between Temple Way & Forest Road, Wood Lane, Binfield.

Thank you,

[REDACTED]



7 November 2013

Head of Development Management  
Bracknell Forest Borough Council  
Environment, Culture & Communities Dept  
Time Square  
Market Street  
Bracknell RG12 1JD

By hand and email

Dear Sir or Madam,

**Re Blue Mountain Golf Course, between Temple Way & Forest Road, Wood Lane, Binfield, request to modify a Planning Agreement dated 16 February 1990 relating to planning permission No. 614307**

I strongly object to the request to remove land at Blue Mountain Golf and Conference Centre, Binfield, from the Section 52 Planning Agreement in force since 16 February 1990, and in particular to release it from the Covenant in the Tenth Schedule, Part II (paragraph 1), on the following grounds:-

- 1) According to Bracknell Forest Borough Council records of that time, the Section 52 Agreement and Covenant relating to planning permission No 614307 were required by the three Council signatories, with the express intention of protecting land at the then Park Farm from development of the type now proposed, by stipulating that the land could not be used for any purpose than as a golf course and related buildings, a recreational area or a public open space for a period of 125 years. I strongly object to the land described above being removed from the Agreement and Covenant with such a long period as 102 years still remaining.
- 2) The Borough Council of that time, along with the then Berkshire County Council and Bracknell Town Council, signed the Agreement with Luff Farms Limited on behalf of myself and other local residents to ensure long continuity of public enjoyment and use of this land, and in particular to prevent the coalescence of the two communities of Binfield and Bracknell. As a resident of Binfield village, I consider there is no valid reason why these commitments should now be overturned with more than 100 years still remaining on the Agreement and Covenant, which were also signed by Luff Farms Limited. I strongly object to the request to do so, and to the consequent loss of valuable recreational land and public open space. Other sites exist for the developments now proposed on the land.
- 3) The three Councils who signed the Agreement put such an extremely long period of duration on the Section 52 Agreement and Covenant expressly to affirm their total commitment to protecting the land from development of the type now proposed - with 102 years of the Agreement still remaining. Council members of that time clearly felt a strong collective obligation to the local electorate to maintain the Local Gap separating the rural and agricultural village of Binfield from the urban area of Bracknell and to prevent the

village from becoming a town suburb. Development of a golf course on the land was believed to be the best way of achieving this for many years ahead. I strongly object to the request to remove land from the current extremely valuable Local Gap separating the two very different communities.

4) In the view of myself and many other local electors, their successors on the now Unitary Planning Authority at Bracknell Forest Borough Council have a strong moral obligation to adhere to the firm principles laid down for such long duration by their Council predecessors. The councillors of today should demonstrate that they have integrity and responsibility, and that they are prepared to act in democratic accordance with the strongly expressed will of a large majority of Binfield ratepayers, who have already expressed their outrage at the proposal to close Blue Mountain Golf Course and remove its land from public enjoyment, both in the Council's SADPD Consultation and a local Residents' Survey conducted by a coalition of three local residents' groups in 2012.

5) I object most strongly that ratepayers' and / or taxpayers' money should be used to break a legal agreement signed on behalf of myself and other ratepayers to protect the Blue Mountain land from development – land which the SADPD Consultation and the Residents' Survey proved overwhelmingly that a large majority of the residents of Binfield Parish are completely opposed to the developments proposed for this particular site, a site which they were led to believe by this Council that they and their family successors could enjoy as an integral part of their village environment and life for more than a century to come.

6) I do not consider it right or ethical that the same owner who in 1992 signed the Agreement and Covenant designed to protect the land for 125 years should now be released so soon from its restrictions and be given the opportunity to build housing there. Such a move undermines public trust in the whole planning system and I strongly object to it.

7) Many of the residents of Temple Park bought their property due to its proximity to the golf course and open space. Some bought their property with the Covenant specifically referred to in their title deeds, and the proposed change could affect their legal title. They have not been consulted on a proposed change which could affect the legal title to their homes. This is grossly unfair. I strongly object on behalf of these residents and do not agree that the Covenant should be removed or modified.

8) I am not a golfer but I object on behalf of the many I know who enjoy the opportunity to play on this fine public course and who believed that it was protected for sporting purposes for their lifetime and that of their children.

9) As a resident of Binfield village, building on Blue Mountain will affect my enjoyment of the open space, quality views, tranquillity and – most importantly – the current Local Green Gap which separates Binfield from Bracknell and prevents it from becoming swallowed up as a town suburb. I strongly object to the damage to my local environment and quality of life. I chose to live in a village, not a part of a town.

10) In particular, the proposals to build a secondary school and a stadium for Bracknell Town Football Club will cause regular traffic disruption and congestion on roads in and around the village, as well as unwanted noise in our normally peaceful environment. I strongly object to these impacts.

All in all, the modifications being sought to the Section 52 Agreement and the Covenant in the Tenth Schedule, Part II (paragraph 1) will, by damaging the environment in which I live, also damage my quality of life and that of all the residents of Binfield.

I strongly object to the requested modifications for all the above reasons. Sadly, I have no doubt whatsoever that my objections and those of others who participate in this Consultation will be overruled by this undemocratic Council, and that I have just completely wasted my time, because this Council has demonstrated all too well that its Consultations are not a genuine two-way exchange of views but a one-way tick-box exercise required by Government. I would be delighted to be proved wrong!

Yours Sincerely,

[REDACTED]

[REDACTED]



**Suggested points for objections to the Council's proposal:**

1. You have not been consulted on a proposed change, which may affect the legal title you hold.
2. One of the main reasons you bought your property was due to its proximity to the golf course and open space.
3. The property was sold to you with the covenant in place and you do not agree that it should be changed or removed.
4. You understand that a Section 52 Agreement is in place to protect Blue Mountain from development and that it cannot be used for any purpose other than a golf course, open space or recreational space for the remaining duration of the agreement (102 years).
5. The Borough Council and County Council (at the time) signed an agreement on your behalf and there is no reason why this should change.
6. You do not support that taxpayer's money should be used to break a legal agreement signed on your behalf which was to protect this land from development.
7. It is not right that the same owner who signed the agreement to protect the land, now wishes to break this agreement in order to build more houses.
8. Building on the golf course will affect your enjoyment of the open space, sports and recreation/community facilities, views, tranquility, and the current green gap between Binfield and Bracknell.

My individual objection(s):

It is beyond belief that a  
"legal agreement" can be removed!!  
- if this is allowed to happen  
where would we be? - what would  
our legal system be but a farce.  
We also cannot understand how  
such a bonus to the area in  
terms of beauty & revenue could  
possibly be considered to be  
removed - madness.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**From:** [Development Control](#)  
**To:** [REDACTED]  
**Subject:** FW: Blue mountain golf course  
**Date:** 30 October 2013 12:18:22

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FYI

**From:** [REDACTED]  
**Sent:** 30 October 2013 11:07  
**To:** Development Control  
**Subject:** FW: Blue mountain golf course

Sent from Yahoo! Mail for iPad

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**From:** [REDACTED]  
**To:** [development.control@bracknell.forest.council.gov.uk](mailto:development.control@bracknell.forest.council.gov.uk)  
<[development.control@bracknell.forest.council.gov.uk](mailto:development.control@bracknell.forest.council.gov.uk)>;  
**Subject:** Blue mountain golf course  
**Sent:** Tue, Oct 29, 2013 12:01:16 PM

As a retired resident, am appalled that the council can just ride rough shod over people for their own gains. I would like to know who this massive house building is for as wasn't aware we were in such need. If there's a contract stating golf course is there for a number of years that just what it means. What about doctors etc and traffic volume super markets etc. When I wanted to convert my garage council had to be paid and permission, talk about one law for you and one for residents in the community No we don't want to see more houses build and our small bit of leisure taken away. Will it be for social housing or private needs would like an answer to this.

[REDACTED]

Sent from Yahoo! Mail for iPad

**From:** [Development Control](#)  
**To:** [REDACTED]  
**Subject:** FW: Blue Mountain Golf Course  
**Date:** 30 October 2013 16:25:38

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**From:** [REDACTED]  
**Sent:** 30 October 2013 15:51  
**To:** Development Control  
**Cc:** [REDACTED]  
**Subject:** Blue Mountain Golf Course

Dear Sirs,

I write to object in the strongest terms to the proposed removal of the Section 52 Agreement.

The land at Blue Mountain is a green area separating Bracknell from Binfield.

Bracknell Forest Borough Council signed a legally binding agreement with Luff Developments Ltd to keep land at Blue Mountain as a golf course or open space for 125 years.

To reiterate, this is a LEGAL AGREEMENT that you have entered into, and you should not be allowed to overturn such a covenant.

I, like many others who bitterly oppose this action, will fight BFBC all the way and will happily assist in the funding of Legal Council to challenge the council's actions.

Yours,

[REDACTED]

**From:** [Development Control](#)  
**To:** [REDACTED]  
**Subject:** FW: Objection to the removal of section 52 agreement  
**Date:** 31 October 2013 08:16:50

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FYI

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**From:** [REDACTED]  
**Sent:** 30 October 2013 18:14  
**To:** Development Control  
**Cc:** [REDACTED]  
**Subject:** Objection to the removal of section 52 agreement

I am writing this email horrified that legal agreements can be changed/removed to satisfy the need of a minority of people. If this behaviour is passed(section 52) what other agreements in the future could follow suit, I have lived in Binfield for 27 years and enjoyed the beautiful surrounding we live in and appreciate that more homes are needed but please stop changing agreements to suit you.

[REDACTED]

**From:** [Development Control](#)  
**To:** [REDACTED]  
**Subject:** FW: SAVE BLUE MOUNTAIN CAMPAIGN  
**Date:** 30 October 2013 12:20:38

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FYI

**From:** [REDACTED]  
**Sent:** 30 October 2013 11:51  
**To:** Development Control  
**Subject:** SAVE BLUE MOUNTAIN CAMPAIGN

I am writing to support the SAVE BLUE MOUNTAIN CAMPAIGN, and to object to removing the green space.

There are plenty of other places to build houses, without removing a space that is already surrounded by buildings.

[REDACTED]

**From:** [Development Control](#)  
**To:** [REDACTED]  
**Subject:** FW: Blue mountain golf course  
**Date:** 31 October 2013 12:53:39

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**From:** [REDACTED]  
**Sent:** 31 October 2013 12:45  
**To:** Development Control  
**Cc:** [REDACTED]  
**Subject:** Blue mountain golf course

Building on Blue mountain golf course !! Have you truly thought this through from every angle??

Not only will you be taking away what little open space we have left around the Binfield/Warfield area, destroying any chance of wildlife settling down ( you must have seen the adverts on TV about helping wildlife to survive) you are also breaking a signed agreement that protects Blue Mountain from development.

To start, can you imagine the noise, traffic, overcrowding ( and with this comes increased crime ) that a massive housing development will bring to such a small area. Then to accommodate all of this you must have to change the road structure possibly making Temple Way a dual carriage, how else will you allow for all the increased traffic ? The thought is unbearable. Binfield and Bracknell are not equipped for this, even with the new re-generation for Bracknell town going on.

Plus who is going to have to pay for all of this?? Surely you cannot expect the residents for Temple Park to pay anything towards the costs of the development when 100% of us are against it!!

Then there is the matter of 'Section 52 Agreement' written in the title deeds of my property. IS THIS LEGAL ??? Can you just go ahead and reverse an agreement without first consulting me? The agreement clearly states that Blue Mountain golf course land is NOT to be used for any purpose other than a golf course, that the land is to be kept as open space and that there is to be no construction of buildings on this land!

I believe this agreement has over 100 years still left to run.

What is in your minds with this development? Or do you not really care ?? Is it a case of 'I don't live there so it wont effect me'?? I assure you if you did live anywhere near Blue Mountain this matter would have never even entered the room let alone been discussed.

Think hard about what you are trying to sign off, you will be making Binfield, Warfield and Bracknell nothing but an eye sore concrete city.

You may end up losing residents and business because who wants to live it that environment????

Regards

[REDACTED]

**From:** [Development Control](#)  
**To:** [REDACTED]  
**Subject:** FW: Objection to removal of Section 52 Agreement relating to Blue Mountain Golf Course.  
**Date:** 01 November 2013 14:10:41

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-----Original Message-----

**From:** [REDACTED]  
**Sent:** 01 November 2013 12:41  
**To:** Development Control  
**Cc:** [REDACTED]  
**Subject:** Objection to removal of Section 52 Agreement relating to Blue Mountain Golf Course.

I wish to object to the removal of the Section 52 Agreement entered into in 1990 between Bracknell Forest Council and Luff Developments not to use the Blue Mountain Golf Course for any purpose other than golf for the provision of sporting or other recreational facilities or as open space and not to construct any buildings other than as required for those purposes.

As I understand it, permission for the construction of the large development at Temple Park was contingent on this agreement amongst others with the clear intention on the part of the Council of preserving Blue Mountain as an open space and recreational facility for 125 years.

In my view the public is entitled to expect that their representatives enter into such agreements in good faith and will act with determination to preserve the integrity of the planning system.

For the Council to consider shrugging off this agreement as a matter of expediency after so short a period seems to me to destroy any confidence or respect the public can place in their planners or elected representatives.

The case for preserving the area as an open space for recreational purposes was amply made by the Council in 1990 and an agreement freely entered into by the landowner. If that agreement is so easily set aside I for one will have lost any faith I had in the planning system and the integrity of our representatives.

[REDACTED]  
Binfield Resident

**From:** [Development Control](#)  
**To:** [REDACTED]  
**Subject:** FW: Objection to the removal of Section 52 Agreement on Blue Mountain Golf Course  
**Date:** 01 November 2013 11:13:55

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**From:** [REDACTED]  
**Sent:** 01 November 2013 11:11  
**To:** Development Control  
**Cc:** [REDACTED]  
**Subject:** Fwd: Objection to the removal of Section 52 Agreement on Blue Mountain Golf Course

I apologise, I forgot to include my contact details.

[REDACTED]  
[REDACTED]  
[REDACTED]

----- Original Message -----

**Subject:** Objection to the removal of Section 52 Agreement on Blue Mountain Golf Course

**Date:** Fri, 01 Nov 2013 10:33:08 +0000

**From:** [REDACTED]  
**To:** [development.control@bracknell-forest.gov.uk](mailto:development.control@bracknell-forest.gov.uk)

I strongly object to the removal of the Section 52 Agreement to keep the land at Blue Mountain as a golf course or open space. for the following reasons

- This is a valued local resource and I do not agree that there should be any removal or amendment to this agreement.
- The Section 52 agreement was put in place for exactly this reason, to prevent any development of the green space between Binfield and Bracknell. It should not be possible for a change of mind once a legally binding agreement is in place.
- I object to the council using taxpayers money to fund any attempt to break this agreement. This is a waste of council money on something that the council tax payers do not want.
  
- Building on this land with detrimentally affect all those who currently live in Binfield and on Temple Park due to
  - the loss of the recreational resource of the golf course
  - loss of the views of green countryside
  - the loss of the green gap between Binfield Village and Bracknell Town
  - the massively increased traffic, from all the additional people that would move into the new housing, on already heavily used roads around and through Binfield. This will already be heavily increased due to the massive development on the outskirts of Wokingham near the Warren Inn.

Regards

[REDACTED]





**From:** [Development Control](#)  
**To:** [REDACTED]  
**Subject:** FW: Proposed development on Blue Mountain Golf Course  
**Date:** 04 November 2013 09:29:13

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**From:** [REDACTED]  
**Sent:** 02 November 2013 18:14  
**To:** Development Control  
**Cc:** [REDACTED]  
**Subject:** Proposed development on Blue Mountain Golf Course

Dear Sir/Madam

My objections to the removal of Section 52 agreement are

1. It is immoral to be able to overturn a signed legal document for the pure greed of land developers. They have already received a huge amount of money for the land, when the golf course was built and now they want more money, at the expense of the people who live in Binfield.
2. This land was pledged by Luff Ltd to remain open land or a golf course for 125 years and they signed a legal document to witness this, so signing legal documents means absolutely nothing and you can change your mind and un sign it when you like, ordinary people are not allowed to do this, so why can Bracknell Forest Council!!
3. To think of having Bracknell Football Club put there, when Binfield Football Club is only 200 yards away is also madness.
4. This open land is vital to allow space, peace and wildlife to prevail in this village. If we keep destroying the earth with massive developments the water balance will be put under threat and flooding will happen.
5. To live in Temple Park and have your Deeds to your house altered is also immoral and makes a mockery of any legal document.

I have lived in Binfield for over 22 years and I am disgusted that Bracknell Forest Council can be so immoral.

Yours sincerely

[REDACTED]

**From:** [Development Control](#)  
**To:** [REDACTED]  
**Subject:** FW: Planning at Blue Mountain Golf Course  
**Date:** 04 November 2013 09:33:51

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**From:** [REDACTED]  
**Sent:** 03 November 2013 15:34  
**To:** Development Control  
**Cc:** [REDACTED]  
**Subject:** Planning at Blue Mountain Golf Course

I understand that a Section 532 agreement is in place protecting Blue Mountain from development and must be used for a golf course or open space and that Borough Council signed an agreement stating there is no reason why this should change.

Surely it cannot be right that the owner who signed this agreement should now be able to break this contract in order to build houses. I suspect that this is yet another case of not ' what you know but who you know ' as is so often the case in this area with regard to planning applications going through.

Building yet more houses including two schools in this green area would totally ruin what is at the moment a pleasant country area and should not be permitted.

[REDACTED]  
Resident of Binfield

**From:** [Development Control](#)  
**To:** [REDACTED]  
**Subject:** FW: Blue Mountain Golf Course  
**Date:** 04 November 2013 09:34:52

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**From:** [REDACTED]  
**Sent:** 03 November 2013 18:04  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Blue Mountain Golf Course

Dear Sir, I am sending this e-mail to register my objection to the removal of the legal agreement protecting the Blue Mountain Golf Course & the subsequent proposed development there. In 1990 Bracknell Forest Council signed an agreement with Luff Developments Ltd to keep the land at Blue Mountain as a golf course or open space for 125 years! This agreement was a condition of the planning permission for Temple Park & is known as a Section 52 Agreement. This is referred to in the title deeds of my property as a covenant which stipulates " not to use the Golf Course land for any purpose other than as a golf course for the provision of sporting or other recreational facilities or as open space & not to construct any buildings on the Golf Course other than as reasonably required with any of the uses mentioned in this paragraph". So why are both parties now reneging on this agreement? Removal of this covenant will not only destroy the rural environment around Binfield but also alter the deeds to my property. My objections are as follows. 1-I have not been consulted on a proposed change, which may affect the legal title I hold. 2-One of the reasons I bought my property was due to it's proximity to the golf course & open space. 3-My property was sold to me with the covenant in place & I do not agree that it should be changed or removed. 4-As already stated, a Section 52 Agreement is in place to protect Blue Mountain from development & states that it can't be used be used for any purpose other than a golf course, open space for the remaining duration of the agreement (102 years). 5 The Borough Council & County Council (at the time) signed an agreement on my behalf & I see no reason why this should change. 6-I do not support that taxpayers money should be used to break a legal agreement signed on my behalf which was to protect this land f rom development. 7- It is not right that the same owner who signed the agreement to protect the land, now wishes to break this agreement in order to build more houses. 8-Building on the golf course will affect my enjoyment of the open space, recreation/community facilities, views, tranquillity & the current gap between Binfield & Bracknell. May I suggest you take some time out to walk around Blue Mountain to appreciate the calm away from modern day hustle & bustle & appreciate the wild life. Once this has gone it will never be replaced & we will just be part of a concrete jungle. We don't have the infrastructure to support another 400+houses (& at least another 400+ cars), two schools & a Football stadium! Would I be wrong to assume the financial rewards for some just too much to resist & sod the rest of us? !!! Bracknell Forest Council should be listening to their constituents, not ignoring their views, & ensure that future generations can enjoy Blue Mountain as we do. Yours

faithfully, 

**From:** [Development Control](#)  
**To:** [REDACTED]  
**Subject:** FW: Blue Mountain Golf Course  
**Date:** 14 October 2013 09:30:16

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-----Original Message-----

**From:** [REDACTED]  
**Sent:** 12 October 2013 16:01  
**To:** Development Control  
**Subject:** Blue Mountain Golf Course

Dear Bracknell Council.

Following to the recent posts along Temple Way with regards Luff Farms and the proposed change to Blue Mountain Golf Course, I was trying to seek a better understanding of where things stand at the moment.

My wife and I currently own and reside at 1 Wood Lane and we were curious to know if the proposed changes had been agreed or likely to be agreed and when any works must commence and where we can find details of the proposed changes.

We have not lived here long (almost a year) and we were not fully aware of the exact of the proposed changes. Since moving in we have entered into an agreement with Luff associates to lease part of the land which runs parallel to our grounds and would obviously would like to know if the proposed development would be used by Luff.

Many Thanks in advance for your assistance.

Kind Regards,

[REDACTED]  
[REDACTED]  
[REDACTED]

**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** FW: Blue Mountain Section 52 Agreement - Objection  
**Date:** 02 December 2013 09:58:08

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**From:** [REDACTED]  
**Sent:** 30 November 2013 13:38  
**To:** Nigel Moore  
**Subject:** Blue Mountain Section 52 Agreement - Objection

Dear Mr Moore

I am writing to submit my comments and record my strong objection to the request to release the land owner and developer from the conditions of the covenant in the Section 52 Agreement.

As part of the SADPD process Bracknell Forest Borough Council commissioned Entec UK Limited to undertake the following study (SAL76):-

Landscape Analysis of Sites Allocations and an Assessment of Gaps/Green Wedges.

The Final Report of this Study concluded:-

*(7.2.3) Bracknell and Binfield are settlements with clear identities which are separated by open land between the B3034 and Temple Way. The topography and openness of this area provide visual separation between Bracknell and Binfield. The area provides recreational opportunities and some public access. The development along Popeswood Road and St Marks Road serves to reduce the perceived separation between the settlements and there are some limited views of North Bracknell across the Blue Mountain Golf Course. These factors enhance the importance of this gap in preventing coalescence and protecting the identity of the settlements.*

This conclusion is identical to that reached by Bracknell Town Council, back in 1990, when they approved Luff Developments plans to build what is now Temple Park. Approval for the 550 home development was granted on the clear condition that Luff agreed to the covenant in the Section 52 Agreement, and to the 125 year lease, to protect the green gap between the urban settlement of Bracknell and Binfield village. People purchased homes in Temple Park believing that the green gap maintained by the golf course was protected in the long term. Which in deed it is so long as the Covenants in the Section 52 Agreement remain in place.

In recent years Blue Mountain Golf and Conference Centre has established itself as an important community facility and recreational amenity for local residents and visitors. The complex comprises fully air conditioned conference and banqueting suites in addition to a public 18 hole pay & play golf course, driving range, public restaurant and licensed bar. The Centre is a popular location for special occasions such as weddings, birthdays, anniversaries, corporate dinners and seasonal balls. It also hosts exhibitions and auctions, and runs regular 'open to all' dinner dances and music concerts attended by many hundreds of local residents. In addition, Crown Golf Academy provides valuable education and training facilities for youngsters from the surrounding areas and many schools make use of these services. In the recent SADPD process Sport England praised these facilities and objected strongly to their loss.

Releasing the land owner from the covenant in the Section 52 Agreement and allowing housing development at Blue Mountain will destroy these established community facilities and significantly reduce pay & play golf capacity in the local area. The BFC sponsored Neil Allen Associates study into pay & play golf capacity in the area clearly stated that:

*“There is some spare capacity at BMGC (and elsewhere), but it is still difficult to accommodate demand at peak times (weekends). Any spare capacity is at off-peak times”.*

Closure of Blue Mountain Golf Centre will reduce the number of 18 hole pay & play courses in the area from three to just two. Clearly if, as stated, *it is difficult to meet demand at peak times* with three courses, then it will be quite impossible to meet future demand with just two courses and many thousands more residents moving into the area.

The restrictions on this land were put in place to protect the local community and the green gap between urban Bracknell and Binfield village. Through the foresight and good work of Bracknell's officers and councillors at the time, they created Blue Mountain Golf & Conference Centre. Now, as then, we look to our elected representatives to enhance and create new amenities for local communities : not to destroy the good work and planning of their predecessors.

The proposed school and homes can be located elsewhere in the Borough, please have the courage and integrity to hold the land owner/developer to the terms of the agreement and lease.

Yours Sincerely

[REDACTED]

[REDACTED]

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Regards,

[REDACTED]

[REDACTED]



**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** FW: Development of Blue Mountain  
**Date:** 02 December 2013 07:36:51

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**From:** [REDACTED]  
**Sent:** 30 November 2013 12:33  
**To:** Development Plan  
**Subject:** Development of Blue Mountain

For the attention of all Councillors

There is no doubt that there is a shortage of affordable housing in the South of England, and that there is a great deal of pressure on Councils to allow more building. When deciding where, and when, to build it is essential that Councils should maintain the current quality of life for both existing residents and future residents.

The proposal to build on Blue Mountain Golf Course would make this requirement unobtainable.

The amount of open recreational space is already under pressure, certainly the spare capacity on local Golf Courses is very limited, and in many cases too expensive for the majority.

The very act of removing the Section 52 Agreement in order to achieve the loss of the Blue Mountain Amenity is unethical, and short-sighted. I would urge all Councillors to reconsider their decision.

Yours faithfully,

[REDACTED]