

## THE COMMONS ACT 2006

### VILLAGE GREEN APPLICATION – LAND AT HODGE CLOUGH ROAD, OLDHAM

#### STATUTORY DECLARATION OF JULIE FLORENCE HALL

I, Julie Florence Hall, Legal Officer, Property and Conveyancing Service of First Choice Homes Oldham Limited ('FCHO' Registered Provider of Social Housing), First Place., 22 Union Street, Oldham OL1 1BE, do solemnly and sincerely declare:

1. I make this declaration from my own knowledge and the contents of my files, unless otherwise stated.
2. I am in receipt of an Application referenced RTG/6 from a Fred Williamson of 40 Hodge Clough Road (the Claimed Land). The Application has a petition, map, and various letters and other documents appended to it.
3. In light of the Application I have investigated the title, and visited the Land at Hodge Clough Road, that is the subject of the Application for Village Green status.
4. Oldham Metropolitan Borough Council is the Owner (the Owner) of the Claimed Land which is registered at HM Land Registry under two Titles: First Title LA88157 Freehold - purchased by the Owner on 26th June 1966. Second Title LA43936 Freehold. Land was purchased by the Council on 19th May 1964.
5. Evidence of these titles is annexed as exhibit 'JFH1'.
6. The Claimed Land was in the ownership of County Borough of Oldham up to local government re- organisation in 1974 and thereafter came onto the ownership of the Oldham Metropolitan Borough Council the successor authority to County Borough of Oldham under the Local Government Act 1972 (the 1972 Act).
7. There have been various sales out of the original parcel of LA88157 including Stock transfer land to FCHO.
8. FCHO does not know the powers utilised to purchase the Claimed Land in title LA88157.
9. The second part of the Claimed Land is in title LA43936 which was purchased by the Owner pursuant to Part V of the Housing Act 1957. The Owner has disposed of some of its land including land under stock transfer to FCHO but remains the Owner of the Claimed Land which is I would submit to be classed as either undeveloped housing land or open space. Both designations give a licence to the public to use the land for leisure purposes.
10. I carried out the site visit on 22<sup>nd</sup> August 2018. I attach photographs as exhibit 'JFH2.'
11. I attach a map of the Claimed Land as exhibit 'JFH3.'

12. It is clear from the map that the land is of a rectangular shape and this is borne out by the photographs.
13. At the site visit I did not witness any person engaging in any sports or pastimes on the Claimed Land. There were no desire lines indicating walk ways across the Claimed Land. In fact the Claimed Land had clearly been mowed as opposed to the land to the south and west which was untended.
14. I observed a gritting bin, mowed grass, a street light sited on the Claimed Land, clear boundaries to all sides, a distinct lack of pathways, gates or obstructions to entry, a lack of shrubbery on the Claimed Land.
15. On the same day I also visited a registered Village Green which is half a mile away from the Claimed Land and in comparison one would certainly say it has all of the hall marks of a village green. It is a discernible 'green' with a village pub adjacent to it. Across from that green is the Millennium Green.
16. In short the Claimed Land is not and never has been the village green of the locality and from the evidence provided it is not used by a significant number of the occupants of the locality or neighbourhood within the locality. I have seen no evidence as to whether the claimed use of the Claimed Land has been for an uninterrupted period of 20 years.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declaration Act 1835.

DECLARED BY

Signed..........

Dated.....05. SEPTEMBER 2015.....

Before me



Solicitor

HELEN BEAMAN-PIMLOTT

Stamp



THE COMMONS ACT 2006

VILLAGE GREEN APPLICATION – LAND AT HODGE CLOUGH ROAD, OLDHAM

STATUTORY DECLARATION OF JULIE FLORENCE HALL

EXHIBIT JFH1

And produced to me on the 5<sup>th</sup> day of SEPTEMBER 2018

Declared by Julie Florence Hall

Signed..........

Dated.....05-SEPTEMBER 2018.....

Before me   
Solicitor HELEN BRAMHALL-PIMLOTT

Stamp

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The electronic official copy of the register follows this message.

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



Official copy  
of register of  
title

Title number LA43936

Edition date 04.05.2012

This official copy shows the entries on the register of title on 04 SEP 2018 at 12:51:34.

This date must be quoted as the "search from date" in any official search application based on this copy.

The date at the beginning of an entry is the date on which the entry was made in the register.

Issued on 04 Sep 2018.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

This title is dealt with by HM Land Registry, Fylde Office.

## A: Property Register

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

GREATER MANCHESTER : OLDHAM

- 1 (10.06.1964) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 56 to 66 (even numbers) Sholver Fold and land lying to the West and South West of Sholver Lane.
- 2 The land tinted green on the title plan is not included in the registration.
- 3 The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 4 The Transfers of those parts edged and numbered in green on the title plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.
- 5 (20.01.1997) The title plan has been subdivided into two parts.
- 6 (07.05.1998) The title plan has been subdivided into three parts.
- 7 (04.05.2012) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 7 February 2011 referred to in the Charges Register.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (10.06.1964) PROPRIETOR: OLDHAM BOROUGH COUNCIL of PO Box 33, Civic Centre, West Street, Oldham OL1 1UL.

## C: Charges Register

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

Title number LA43936

- 1 The land tinted yellow on the title plan is subject to the following rights reserved by a Conveyance dated 17 December 1936 made between (1) Thomas Mellodew and Company Limited (Vendors) and (2) Edmund Spencer (Purchaser):-

"EXCEPT AND RESERVING nevertheless unto the Vendors:-

1. The right to pass and repass with or without animals carriages and other vehicles over and along the roads and passages or portions of roads and passages as are comprised in the property hereby conveyed and assigned.

2. The full and free right of running of water and soil to and from any other land and buildings of the Vendors through the gutters drains sewers pipes and watercourses upon the land and premises hereby conveyed and assigned and to enter upon the said premises for the purpose of making any connections with or repairs to such gutters drains sewers pipes and watercourses making reasonable compensation to the Purchaser and his successors in title for any damage caused thereby."

- 2 A Conveyance and Assignment of the land tinted pink on the title plan dated 8 February 1960 made between (1) William Henry Spencer and Edmund Spencer and (2) Thomas Platt contains restrictive covenants and reserves rights.

-NOTE: Copy filed under OL5899.

- 3 The land is subject to rights of drainage and ancillary rights of entry.

- 4 The paths and passages are subject to rights of way.

- 5 (24.10.1995) An Agreement dated 6 June 1995 affecting the land edged blue on the title plan and other land made between (1) Oldham Borough Council and (2) Lovell Partnerships (Northern) Limited relates to planning obligations pursuant to Section 106 of the Town and Country Planning Act 1990.

The said Agreement also contains covenants.

-NOTE: Copy filed under GM216307.

- 6 (29.01.1996) A Licence Agreement dated 11 January 1996 affecting the land edged yellow on the title plan and other land made between (1) The Oldham Borough Council and (2) Barratt Homes Limited relates to building development and planning obligations pursuant to Section 106 of the Town and Country Planning Act 1990.

-NOTE: Copy filed under GM619490.

- 7 (10.10.1996) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.

- 8 (20.01.1998) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 5 January 1998 made between (1) The Oldham Borough Council (Grantor) and (2) Norweb PLC (Grantee):-

IN pursuance of the said agreement the Grantor hereby grants with full title guarantee unto the Grantee FULL AND FREE RIGHT AND LIBERTY for the Grantee and its successors in title and all persons authorised by it to lay construct use inspect maintain repair alter relay renew and remove or render unusable along and under the Easement Land such underground electric lines as the Grantee may from time to time require in connection with its undertaking and for this purpose to break open the surface of and excavate in the Easement Land so far as this may be necessary from time to time reinstating the same in accordance with the covenants on that part of the Grantee hereinafter contained TO HOLD the said rights and liberties unto the Grantee in fee simple as appurtenant to its undertaking and electricity distribution system

2. THE Grantee hereby covenants with the Grantor as follows:-

(a) To exercise the rights and liberties hereby granted in accordance with all regulations and requirements whether statutory or otherwise

## C: Charges Register continued

for the time being in force affecting the same

(b) That as soon as reasonably possible following the initial laying of the said underground electric lines the Grantee will back-fill the cable trench PROVIDED however that the Grantee will not be responsible for any further reinstatement of the Easement Land

(c) That if the Grantee carries out any excavations in the Easement Land subsequent to the initial laying of the said underground electric lines the Grantee will (unless otherwise agreed with the Grantor as a future term of supply) make good at its own expense all damage caused to the Easement Land or to the adjoining property of the Grantor in the exercise of the rights and liberties hereby granted and the execution of the works hereby authorised as soon as is reasonably practicable."

The said Deed also contains the following covenants by the Grantor:-

"THE Grantor with intent to bind the Easement Land and (so far as the same is affected by the stipulations and restrictions in this clause contained) the adjoining land of the Grantor into whosoever hands the same may come and for the benefit and protection of the underground electric lines and the undertaking and electricity distribution system of the Grantee HEREBY COVENANTS with the Grantee that the Grantor and those deriving title under the Grantor shall at all times hereafter observe and perform the following stipulations and restrictions:-

(a) To keep the Easement Land forever hereafter open and unbuilt upon

(b) Not to alter the level of the Easement Land from that existing at the date hereof

(c) That nothing shall be done or suffered to be done by the Grantor its servants or agents upon the Easement Land or the said adjoining property of the Grantor which may in any way interfere with or damage the said underground electric lines

IN this Deed the expression "electric lines" shall have the meaning (in the plural) assigned to the expression "electric line" by Section 64 of the Electricity Act 1989 and shall be interpreted and construed accordingly and shall also included all joint boxes and apparatus ancillary to underground electric lines."

NOTE: The Easement Land referred to above is hatched blue on the title plan so far as it affects the land in this title.

9

(07.05.1998) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 23 April 1998 made between (1) The Oldham Borough Council (The Grantor) and (2) Norweb PLC (The Grantee):-

"The Grantor hereby grants with full title guarantee unto the Grantee FULL AND FREE RIGHT AND LIBERTY for the Grantee and its successors in title and all persons authorised by it to lay construct use inspect maintain repair alter relay renew and remove or render unusable along and under the Easement Land such underground electric lines as the Grantee may from time to time require in connection with its undertaking and for this purpose to break open the surface of and excavate in the Easement land so far as this may be necessary from time to time reinstating the same in accordance with the covenants on the part of the Grantee hereinafter contained TO HOLD the said rights and liberties unto the Grantee in fee simple as appurtenant to its undertaking and electricity distribution system.

THE Grantee hereby covenants with the Grantor as follows:-

(a) To exercise the rights and liberties hereby granted in accordance with all regulations and requirements whether statutory or otherwise for the time being in force affecting the same

(b) That as soon as reasonably possible following the initial laying of the said underground electric lines the Grantee will back-fill the cable trench PROVIDED however that the Grantee will not be responsible for any further reinstatement of the Easement Land

Title number LA43936

## C: Charges Register continued

(c) That if the Grantee carries out any excavation in the Easement Land subsequent to the initial laying of the said underground electric lines the Grantee will (unless otherwise agreed with the Grantor as a future term of supply) make good at its own expense all damage caused to the Easement Land or to the adjoining property of the Grantor in the exercise of the rights and liberties hereby granted and the execution of the works hereby authorised as soon as is reasonably practicable."

IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:

(a) in this clause the expression:

(1) "Develop" includes redevelop

(2) "Property" means all that freehold land comprised in title numbers LA88157 LA43936 GM216307 GM619490 LA115192 and OL6770

(3) "Alternative Route(s)" means a route or routes within the Property as near as possible to the Easement Land as shall be approved by the Grantee as a suitable alternative for the Grantee's purpose

(b) If the Grantor shall desire to Develop the Property and it is necessary for such development to include the Easement Land or any part thereof and shall have obtained Planning Permission for such development the Grantee will release to the Grantor such of the rights and liberties hereby granted as require to be released subject to the following terms and conditions:

4.1 The Grantor shall give to the Grantee not less than twelve month's notice in writing of its desire to implement this clause

4.2 On or before the expiration of the said notice the Grantor shall (subject to investigation and approval of title by the Grantee's Solicitor) by deed with the concurrence of every incumbrancer (such concurrence to be procured by and at the expense of the Grantor) and without payment of any consideration by the Grantee grant in fee simple easements to the Grantee in respect of alternative route(s) for the laying of the underground electric lines such grant to be in the like form and contain the like provisions and covenants (mutatis mutandis) as are herein contained

4.3 Subject to all necessary labour and materials being available but as soon as practicable after completion of the grant of easements in respect of the alternative route(s) the Grantee shall (in the following order of events):-

(i) complete the laying of the underground electric lines along the alternative route(s) and the bringing into use thereof

(ii) remove so far as necessary the underground electric lines installed pursuant to such of the rights and liberties hereby granted as are required to be released or render dead such underground electric lines

(iii) surrender such of the rights and liberties hereby granted as are required to be released

PROVIDED THAT:

(a) if the Grantee or its contractors are prevented from complying with sub-clause 4.3 by reason of outbreak of war or civil insurrection or fire tempest frost inclement weather or other inevitable cause or accident or strike or lock out of workmen or the failure of the Grantee to obtain satisfactory supplies materials or labour or by reason of accident to the works or force majeure or by reason of the Grantee either having to redeploy the workforce assigned to carry out the works in order to carry out emergency work or repairs to its electricity plant and electric lines or by reason of any unavoidable cause for which the Grantee is not responsible in each such case the Grantee shall be allowed such extensions of time as are reasonable in the circumstances



## C: Charges Register continued

(b) notwithstanding any provision of this sub-clause 4.3 the Grantee shall not under any circumstances be liable to the Grantor for any special indirect or consequential loss or damage arising under contract or otherwise including negligence and breach of statutory duty. The term "consequential loss" shall include but is not limited to costs claims damages or expenses calculated by reference to loss or reduction of revenue or profit or loss of contracts (provided that nothing in this sub-clause shall be construed as an attempt to exclude or limit the liability of the Grantee in negligence for death of or injury to any person)

4.4.1 The Grantor shall (to which effect the Grantor hereby covenants) be liable for and pay to the Grantee the costs charges and expenses incurred or sustained by the Grantee in or arising out of:

(i) the laying of the underground electric lines along the alternative route(s)

(ii) the removal as aforesaid of the underground electric lines from the land the subject of the rights and liberties hereby granted required to be released as aforesaid

(iii) the preparation and completion of the documentation required in respect of easements for the alternative route(s) and the surrender of such of the rights and liberties hereby granted as are required to be released as aforesaid including stamp duty and (if appropriate) all Land Registry fees for noting thereof on the Register of the Title relating thereto

4.4.2 The Grantor and the Grantee shall take into account betterment and/or deferment of renewal in calculating the said costs charges and expenses incurred or sustained by the Grantee referred to in clause 4.4.1. hereof in that the cost of diverting the underground electric lines due to development only relates to the underground electric lines installed pursuant to such of the rights and liberties hereby granted or equivalent replacement underground electric lines and not the cost of any additional or higher voltage underground electric lines which the Grantee may wish to lay along the alternative route(s)

AND without prejudice to the foregoing if required by the Grantee so to do shall as a condition precedent to the completion of such grant make a payment to the Grantor of the estimated amount of such costs charges and expenses and the Grantee will (as it hereby covenants so to do) repay to the Grantor the difference between the estimated amount so paid and the total amount (if smaller) of such costs charges and expenses

4.5.1 That if the Grantor shall at any time during which this Deed remains effective consider that the Grantee has ceased to make any substantive use of the Easement land for the exercise of the rights and liberties hereby granted for a continuous period of not less than one year then:

(a) the Grantor may at any time thereafter serve written notice on the Grantee requesting the Grantee to provide reasonable evidence that in the Grantee's reasonable opinion the Grantee does have a bona fide present or future requirement to use the Easement Land

(b) the Grantee shall within a reasonable period (but in any event not exceeding three months) of the receipt of the said written notice supply to the Grantor such evidence as is mentioned in sub-clause (a) above

4.5.2 In the event that the parties agree that the Grantee is unable to provide satisfactory evidence as aforesaid the Grantee shall surrender this Deed without any consideration and the Grantor shall (a) accept the surrender and (b) release the Grantee from its covenants and other obligations under this Deed

4.5.3 Prior to any surrender of this Deed pursuant to this Clause 4 the Grantee shall at its own expense ensure that the Electric Cables are disconnected and made safe the Grantee making good any damage caused to

Title number LA43936

## C: Charges Register continued

the Easement Land or the said adjoining property of the Grantor to the reasonable satisfaction of the Grantor

IN this Deed the expression "electric lines" shall have the meaning (in the plural) assigned to the expression "electric line" by Section 64 of the Electricity Act 1989 and shall be interpreted and construed accordingly and shall also include all joint boxes and apparatus ancillary to underground electric lines."

The said Deed also contains the following covenants by the Grantor.

"THE Grantor with intent to bind the Easement land and (so far as the same is affected by the stipulations and restrictions in this clause contained) the adjoining land of the Grantor into whosoever hands the same may come and for the benefit and protection of the underground electric lines and the undertaking and electricity distribution system of the Grantee HEREBY COVENANTS with the Grantee that the Grantor and those deriving title under the Grantor shall at all times hereafter observe and perform the following stipulations and restrictions:-

- (a) To keep the Easement Land forever hereafter open and unbuilt upon
- (b) Not to alter the level of the Easement Land from that existing at the date hereof
- (c) That nothing shall be done or suffered to be done by the Grantor its servants or agent upon the Easement land or the said adjoining property of the Grantor which may in any way interfere with or damage the said underground electric lines."

NOTE: The Easement Land referred to has been shown hatched brown on the title plan so far as it affects the land in this title.

- 10 (04.05.2012) A Transfer of the land edged and numbered MAN192489 in green on the title plan and other land dated 7 February 2011 made between (1) Oldham Borough Council and (2) First Choice Homes Oldham Limited contains restrictive covenants by the vendor.

-NOTE: Copy filed under MAN149279.

## Schedule of notices of leases

1	10.10.1996 1 & 2	Part of 11 Dalesman Drive	26.07.1996 999 years from 1.7.1995	GM732777
	NOTE: The lease comprises also other land			
2	18.12.1996 3	83 Hodge Clough Road	01.11.1996 999 years from 1.7.1995	GM739426
	NOTE: The lease comprises also other land			
3	20.01.1997 4	2 Mellodew Drive	12.12.1996 999 years from 1.7.1995	GM741515
4	20.01.1997 5	1 Mellodew Drive	29.11.1996 999 years from 1.7.1995	GM741519
	NOTE: Lease comprises also other land			
5	07.02.1997 6	4 Mellodew Drive	12.12.1996 999 years from 1.7.1995	GM743150
6	07.02.1997	50 Hodge Clough Road	19.12.1996 999 years from 1.7.1995	GM743172
7	10.02.1997 8	3 Mellodew Drive	11.12.1996 999 years from 1.7.1995	GM743312
	NOTE: Lease comprises also other land			

Title number LA43936

Schedule of notices of leases continued

8	24.02.1997 9	52 Hodge Clough Road	19.12.1996 999 years from 1.7.1995	GM744180
9	26.03.1997 10	56 Hodge Clough Road	17.01.1997 999 years from 1.7.1995	GM746329
10	27.03.1997 11	48 Hodge Clough Road	07.03.1997 999 years from 1.7.1995	GM746414
11	27.03.1997 12	54 Hodge Clough Road	05.02.1997 999 years from 1.7.1995	GM746421
12	11.04.1997 13	7 Mellodew Drive	24.02.1997 999 years from 1.7.1995	GM747499
13	15.04.1997 14	10 Mellodew Drive	21.03.1997 999 years from 1.7.1995	GM747704
14	06.05.1997 15	42 Hodge Clough Road	14.03.1997 999 years from 1.7.1995	GM749131
15	06.05.1997 16	8 Mellodew Drive	28.02.1997 999 years from 1.7.1995	GM749134
16	22.05.1997 17	6 Mellodew Drive	27.02.1997 999 years from 1.7.1995	GM750635
17	28.05.1997 18	5 Mellodew Drive	28.02.1997 999 years from 1.7.1995	GM750845
18	30.05.1997 19	11 Mellodew Drive	27.03.1997 999 years from 1.7.1995	GM751037
19	30.05.1997 20	12 Mellodew Drive	20.03.1997 999 years from 1.7.1995	GM751039
20	06.06.1997 21	23 Mellodew Drive	22.05.1997 999 years from 1.7.1995	GM751677
		NOTE: The Lease comprises also other land		
21	11.06.1997 22	46 Hodge Clough Road	25.04.1997 999 years from 1.7.1995	GM752032
22	16.06.1997 23	9 Mellodew Drive	27.03.1997 999 years from 1.7.1995	GM752278
23	28.07.1997 24	16 Mellodew Drive	27.06.1997 999 years from 1.7.1995	GM755335
		NOTE: The lease comprises also other land		
24	11.08.1997 25	21 Mellodew Drive	30.05.1997 999 years from 1.7.1995	GM755216
		NOTE: The lease comprises also other land		
25	12.08.1997 28	25 Mellodew Drive	27.05.1997 999 years from 1.7.1995	GM756764
		NOTE: The lease comprises also other land		
26	22.08.1997	26 Hodge Clough Road	22.08.1997	GM756764

Title number LA43936

Schedule of notices of leases continued

	29			999 years from 1.7.1995	
		NOTE: The lease comprises also other land			
27	10.09.1997 27	14 Mellowdew Drive		27.06.1997 999 years from 1.7.1995	GM755799
		NOTE: The lease comprises also other land			
28	12.09.1997 26	15 Mellowdew Drive		27.06.1997 999 years from 1.7.1995	GM755615
		NOTE: The lease comprises also other land			
29	06.10.1997 30	Part of 32 Hodge Clough Road		15.08.1997 999 years from 1.7.1995	GM765736
		NOTE: The lease comprises also other land			
30	16.10.1997 31	26 Hodge Clough Road		29.08.1997 999 years from 1.7.1995	GM768486
31	22.10.1997 32	44 Hodge Clough Road		07.03.1997 999 years from 1.7.1995	GM768871
32	22.10.1997 34	Part of 28 Hodge Clough Road		29.08.1997 999 years from 1.7.1995	GM768878
		NOTE: The lease comprises also other land			
33	22.10.1997 33	22 Hodge Clough Road		26.09.1997 999 years from 1.7.1995	GM768883
34	29.10.1997 35	Part of 40 Hodge Clough Road		30.05.1997 999 years from 1.7.1995	GM769303
		NOTE: The lease comprises also other land			
35	03.11.1997 37	Part of 19 Mellowdew Drive		03.11.1997 999 years from 1.7.1995	GM769544
		NOTE: The lease comprises also other land			
36	21.11.1997 36	Part of 5 Leywell Drive		24.10.1997 999 years from 1.7.1995	GM771058
		NOTE: The lease comprises also other land			
37	08.12.1997 38	Part of 3 Leywell Drive		24.10.1997 999 years from 1.7.1995	GM770802
		NOTE: The lease comprises also other land			
38	06.01.1998 39	24 Hodge Clough Road		14.11.1997 999 years from 1.7.1995	GM774742
39	13.02.1998 40	Part of 7 Leywell Drive		09.01.1998 999 years from 1.7.1995	GM778841
		NOTE: The lease comprises also other land			
40	14.05.1998 41	Part of 11 Leywell Drive		27.03.1998 999 years from 1.7.1995	GM784907
41	08.06.1998 42	15 Leywell Drive		23.04.1998 999 years from 1.7.1995	GM786221
42	09.06.1998 43	Part of 9 Leywell Drive		24.04.1998 999 years from 1.7.1995	GM786303

Title number LA43936

### Schedule of notices of leases continued

	NOTE: The lease comprises also other land			
43	15.06.1998 44	Part of 17 Leywell Drive	12.05.1998 999 years from 1.7.1995	GM786662
	NOTE: The lease comprises also other land			
44	25.06.1998 45	Part of 30 Leywell Drive	29.05.1998 999 years from 1.7.1975	GM787374
	NOTE: The lease comprises also other land			
45	16.07.1998 47	17 Mellodew Drive	26.06.1998 999 years from 1.7.1995	GM788912
	NOTE: The lease comprises also other land			
46	14.07.1998 46	19 Leywell Drive	26.06.1998 999 years from 1.7.1995	GM788719
	NOTE: The lease comprises also other land			
47	24.07.1998 48	21 Leywell Drive	24.04.1998 999 years fromm 1.7.1995	GM789498
48	09.11.2011 49	Land lying to the south of Cop Road	30.09.2011 250 years from and including 30.9.2011	MAN184084
	NOTE: The lease comprises also other land.			

End of register

**These are the notes referred to on the following official copy**

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

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

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

This official copy is issued on 04 September 2018 shows the state of this title plan on 04 September 2018 at 12:51:35. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Fylde Office .

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Filed Plan of Title No. **LA 43936**

County - LANCASHIRE  
O.S. Sheet SD 9407

Scale 1/2500

Section 38558 Waterloo D-35 769 181 (60m) T.C.O. C.311.

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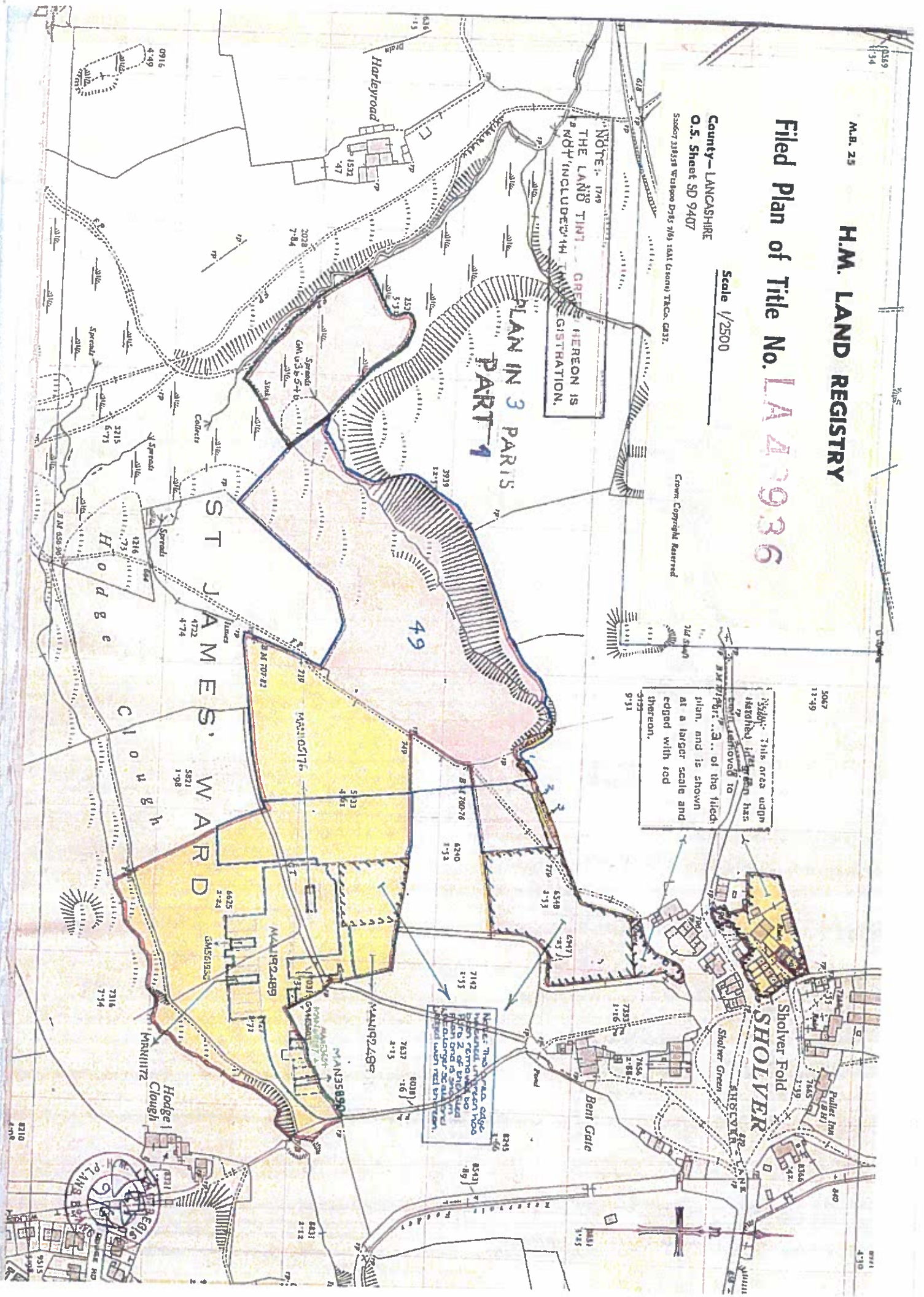
NOTE: 1749  
THE LAND TINT GREEN HERON IS  
NOT INCLUDED IN THIS DISTRICTION.

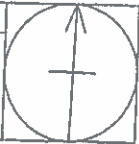
**PLAN IN 3 PARTS**  
**PART 1**

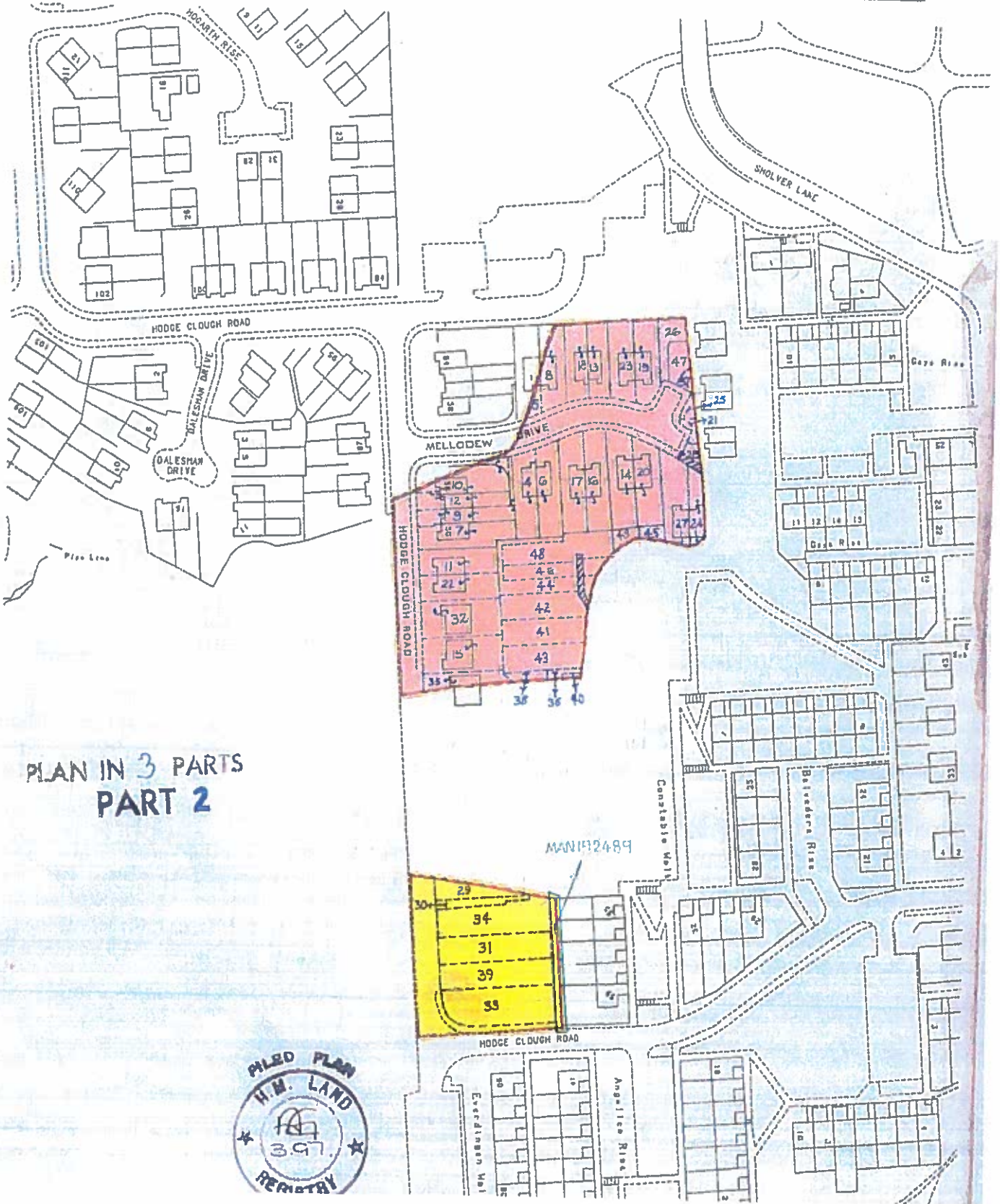
49

This area edge attached to Part 2 of the field plan, and is shown at a larger scale and edged with red thereon.

Notes: The red edge shown on the plan is the boundary between the land shown in Part 1 of this plan and the land shown in Part 2 of this plan. The red edge shown on the plan is the boundary between the land shown in Part 1 of this plan and the land shown in Part 2 of this plan.




H.M. LAND REGISTRY		TITLE NUMBER <b>LA 43936</b>		
ORDNANCE SURVEY PLAN REFERENCE	SD9407	SECTION P	Scale 1/1250	
ADMINISTRATIVE AREA GREATER MANCHESTER : OLDHAM			© Crown Copyright 1997	

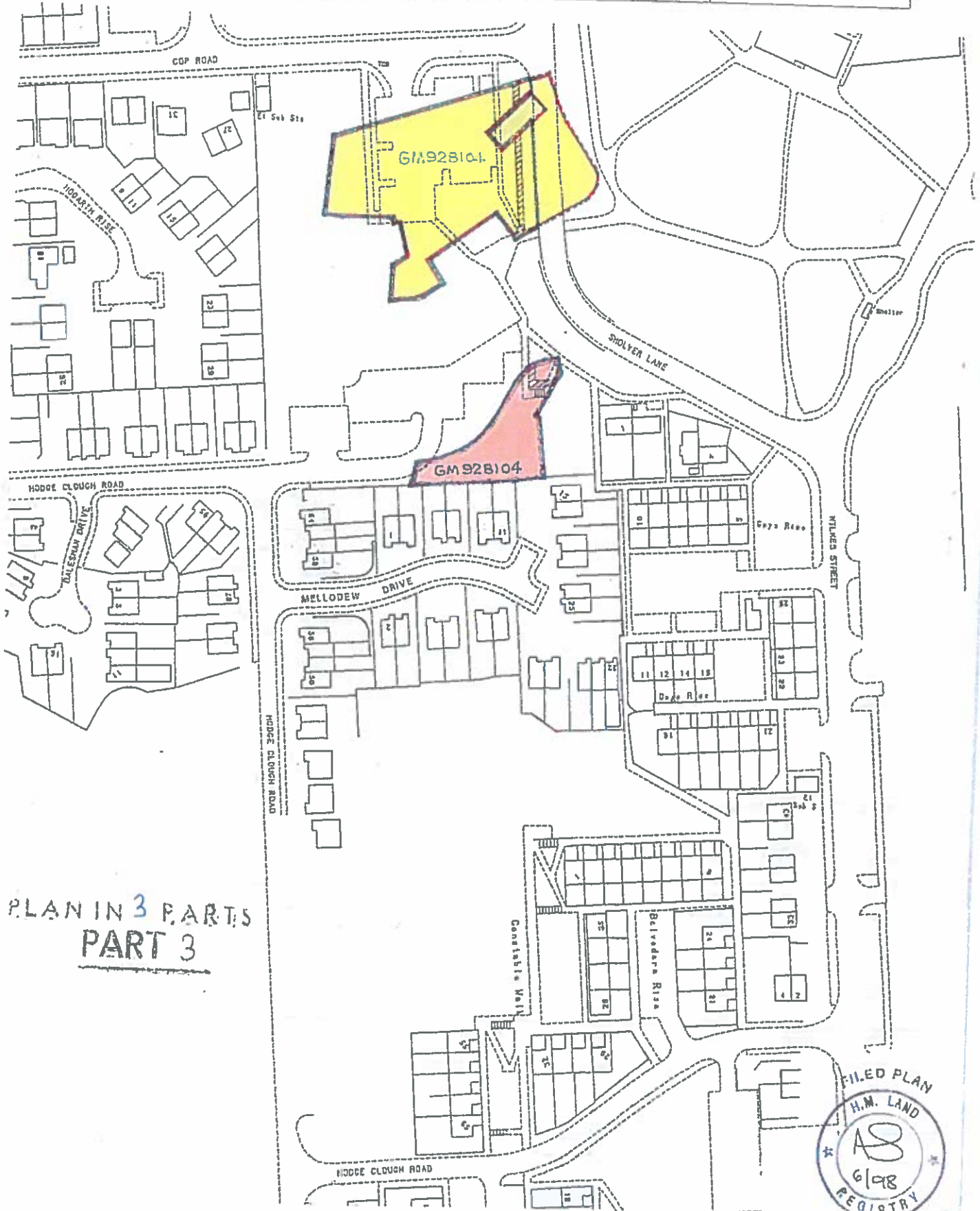


PLAN IN 3 PARTS  
**PART 2**





H.M. LAND REGISTRY		TITLE NUMBER <b>LA 43936</b>		
ORDNANCE SURVEY PLAN REFERENCE	SD9407	SECTION	Scale 1/1250	
COUNTY GREATER MANCHESTER		OLDHAM DISTRICT		© Crown Copyright 1997



PLAN IN 3 PARTS  
PART 3



Removals/ Leases from Title

Title No.	Date	Lease No. Ref	Remarks	Title No.	Date	Lease No. Ref	Remarks	Title No.	Date	Lease No. Ref	Remarks
GM732777	10.10.96	102	11 MELLOWEN DRIVE	GM769544	3.11.97	37	11 MELLOWEN DRIVE (PART OF)				
			(LEASE INCLUDES ALSO OTHER LAND)				(LEASE INCLUDES ALSO OTHER LAND)				
GM739426	18.12.96	3	83 HODGE CLOUGH ROAD	GM770802	18.11.97	38	3 LEYWELL DRIVE (PART OF)				
			(LEASE INCLUDES ALSO OTHER LAND)				(LEASE INCLUDES ALSO OTHER LAND)				
GM741515	20.1.97	4	2 MELLOWEN DRIVE	GM774742	6.1.98	39	2A HODGE CLOUGH ROAD				
GM741519	20.1.97	5	1 MELLOWEN DRIVE	GM778891	13.2.98	40	7 LEYWELL DRIVE				
			(LEASE INCLUDES ALSO OTHER LAND)				(LEASE INCLUDES ALSO OTHER LAND)				
GM743150	7.2.97	6	4 MELLOWEN DRIVE	GM784907	14.5.98	41	11 LEYWELL DRIVE				
GM743172	7.2.97	7	50 HODGE CLOUGH ROAD	GM786221	8.6.98	42	15 LEYWELL DRIVE				
GM743312	10.2.97	8	3 MELLOWEN DRIVE	GM786303	9.6.98	43	PART OF 9 LEYWELL DRIVE				
			(LEASE INCLUDES ALSO OTHER LAND)				(LEASE INCLUDES ALSO OTHER LAND)				
GM744180	24.2.97	9	52 HODGE CLOUGH ROAD	GM786662	15.6.98	44	PART OF 17 LEYWELL DRIVE				
GM746329	26.3.97	10	56 HODGE CLOUGH ROAD	GM787374	25.6.98	45	PART OF 30 LEYWELL DRIVE				
			(LEASE INCLUDES ALSO OTHER LAND)				(LEASE INCLUDES ALSO OTHER LAND)				
GM746414	27.3.97	11	48 HODGE CLOUGH ROAD	GM788720	14.7.98	46	PART OF 19 LEYWELL DRIVE				
			(LEASE INCLUDES ALSO OTHER LAND)				(LEASE INCLUDES ALSO OTHER LAND)				
GM746421	27.3.97	12	54 HODGE CLOUGH ROAD	GM788912	16.7.98	47	PART OF 17 MELLOWEN DRIVE				
GM747499	11.4.97	13	7 MELLOWEN DRIVE				(LEASE INCLUDES ALSO OTHER LAND)				
GM747704	15.4.97	14	10 MELLOWEN DRIVE	GM789498	29.7.98	48	21 LEYWELL DRIVE				
GM749131	6.5.97	15	42 HODGE CLOUGH ROAD	GM799763	7.12.98	49	PART OF 32 LEYWELL DRIVE				
GM749134	6.5.97	16	8 MELLOWEN DRIVE								
GM750635	22.5.97	17	6 MELLOWEN DRIVE								
GM750645	28.5.97	18	5 MELLOWEN DRIVE								
GM751037	30.5.97	19	11 MELLOWEN DRIVE								
GM751039	30.5.97	20	12 MELLOWEN DRIVE								
GM751677	6.6.97	21	23 MELLOWEN DRIVE								
			(LEASE INCLUDES ALSO OTHER LAND)								
GM752032	11.6.97	22	46 HODGE CLOUGH ROAD								
GM752278	16.6.97	23	9 MELLOWEN DRIVE								
GM755335	28.7.97	24	16 MELLOWEN DRIVE								
			(LEASE INCLUDES ALSO OTHER LAND)								
GM755216	25.7.97	25	21 MELLOWEN DRIVE								
			(LEASE INCLUDES ALSO OTHER LAND)								
GM755615	31.7.97	26	15 MELLOWEN DRIVE								
			(LEASE INCLUDES ALSO OTHER LAND)								
GM755799	1.8.97	27	14 MELLOWEN DRIVE								
			(LEASE INCLUDES ALSO OTHER LAND)								
GM756764	12.8.97	28	25 MELLOWEN DRIVE								
			(LEASE INCLUDES ALSO OTHER LAND)								
GM761117	1.9.97	29	30 HODGE CLOUGH ROAD								
			(LEASE INCLUDES ALSO OTHER LAND)								
GM765736	25.9.97	30	32 HODGE (PART CLOUGH ROAD OF)								
			(LEASE INCLUDES ALSO OTHER LAND)								
GM768486	16.10.97	31	26 HODGE CLOUGH ROAD								
GM768871	22.10.97	32	44 HODGE CLOUGH ROAD								
GM768883	22.10.97	33	32 HODGE CLOUGH ROAD								
GM768878	22.10.97	34	28 HODGE (PART CLOUGH ROAD OF)								
			(LEASE INCLUDES ALSO OTHER LAND)								
GM769303	29.10.97	35	40 HODGE CLOUGH ROAD (PART OF)								
			(LEASE INCLUDES ALSO OTHER LAND)								
GM771058	21.11.97	36	5 LEYWELL DRIVE (PART OF)								
			(LEASE INCLUDES ALSO OTHER LAND)								





Official copy  
of register of  
title

Title number LA88157

Edition date 03.05.2011

- This official copy shows the entries in the register of title on 4 September 2018 at 12:50:35.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 4 September 2018.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see [www.gov.uk/land-registry](http://www.gov.uk/land-registry).
- This title is dealt with by HM Land Registry Durham Office.

## A: Property register

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

### GREATER MANCHESTER : OLDHAM

- 1 (11.07.1966) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Bent Gate Farm, Sholver Lane, Oldham.
- 2 The mines and minerals are excepted.
- 3 The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 4 The transfers of those parts edged and numbered in green on the title plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.
- 5 (03.05.2011) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 6 (04.05.2012) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 7 February 2011 referred to in the Charges Register.



## B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 PROPRIETOR: OLDHAM BOROUGH COUNCIL of PO Box 33, Civic Centre, West Street, Oldham OL1 1UL.

## C: Charges register

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

- 1 The land is subject to rights of drainage rights in respect of water, soil, gas and electricity supply services and ancillary rights of entry.
- 2 The paths and passages are subject to rights of way.
- 3 (15.11.1993) A Building Agreement and Licence dated 5 January 1993 made between (1) The Oldham Borough Council (2) John Maunders Group PLC relates to the building and development of the land in this title and other land.  
*NOTE: Copy filed under GM216307.*
- 4 (24.10.1995) An Agreement dated 6 June 1995 affecting the land tinted blue on the title plan and other land made between (1) Oldham Borough Council and (2) Lovell Partnerships (Northern) Limited relates to planning obligations pursuant to Section 106 of the Town and Country Planning Act 1990.  
The said Agreement also contains covenants.  
*NOTE: Copy filed under GM216307.*
- 5 (29.01.1996) A Licence Agreement dated 11 January 1996 affecting the land tinted pink and yellow on the title plan and other land made between (1) The Oldham Borough Council and (2) Barratt Homes Limited relates to building development and planning obligations pursuant to Section 106 of the Town and Country Planning Act 1990.  
*NOTE: Copy filed under GM619490.*
- 6 (06.06.1997) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.
- 7 (20.01.1998) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 5 January 1998 made between (1) The Oldham Borough Council (Grantor) and (2) Norweb Plc (Grantee):-

"IN pursuance of the said agreement the Grantor hereby grants will full title guarantee unto the Grantee FULL AND FREE RIGHT AND LIBERTY for the Grantee and its successors in title and all persons authorised by it to lay construct use inspect maintain repair alter relay renew and remove or render unusable along and under the Easement Land such underground electric lines as the Grantee may from time to time require in connection with its undertaking and for this purpose to break open the surface of and excavate in the Easement Land so far as this may be necessary from time to time reinstating the same in accordance with the covenants on the part of the Grantee hereinafter contained TO HOLD the said rights and liberties unto

## C: Charges register continued

the Grantee in fee simple as appurtenant to its undertaking and electricity distribution system

2. THE Grantee hereby covenants with the Grantor as follows:-

(a) To exercise the rights and liberties hereby granted in accordance with all regulations and requirements whether statutory or otherwise for the time being in force affect the sme

(b) That as soon as reasonably possible following the initial laying of the said underground electric lines the Grantee will back-fill the cable trench PROVIDED however that the Grantee will not be responsible for any further reinstatement of the Easement Land

(c) That if the Grantee carries out any excavations in the Easement Land subsequent to the initial laying of the said underground electric lines the Grantee will (unless otherwise agreed with the Grantor as a future term of supply) make good at its own expense all damage caused to the Easement Land or to the adjoining property of the Grantor in the exercise of the rights and liberties hereby granted and the execution of the works hereby authorised as soon as is reasonably practicable."

The said Deed also contains the following covenants by the Grantor:-

"THE Grantor with intent to bind the Easement Land and (so far as the same is affected by the stipulations and restrictions in this clause contained) the adjoining land of the Grantor into whosoever hands the same may come and for the benefit and protection of the underground electric lines and the undertaking and electricity distribution system of the Grantee HEREBY COVENANTS with the Grantee that the Grantor and those deriving title under the Grantor shall at all times hereafter observe and perform the following stipulations and restrictions:-

(a) To keep the Easement Land forever hereafter open and unbuilt upon

(b) Not to alter the level of the Easement Land from that existing at the date hereof

(c) That nothing shall be done or suffered to be done by the Grantor its servants or agents upon the Easement land or the said adjoining property of the Grantor which may in any way interfere with or damage the said underground electric lines.

IN this Deed the expression "electric lines" shall have the meaning (in the plural) assigned to the expression "electric line" by Section 64 of the Electricity Act 1989 and shall be interpreted and construed accordingly and shall also include all joint boxes and apparatus ancillary to underground electric lines."

NOTE: The Easement Land referred to above is tinted yellow on the title plan so far as it affects the land in this title.

8 (07.05.1998) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 23 April 1998 made between (1) The Oldham Borough Council (The Grantor) and (2) Norweb PLC (The Grantee):-

"The Grantor hereby grants with full title guarantee unto the Grantee FULL AND FREE RIGHT AND LIBERTY for the Grantee and its successors in title and all persons authorised by it to lay construct use inspect maintain repair alter relay renew and remove or render unusable along and under the Easement Land such underground electric lines as the Grantee may from time



## C: Charges register continued

to time require in connection with its undertaking and for this purpose to break open the surface of and excavate in the Easement land so far as this may be necessary from time to time reinstating the same in accordance with the covenants on the part of the Grantee hereinafter contained TO HOLD the said rights and liberties unto the Grantee in fee simple as appurtenant to its undertaking and electricity distribution system.

THE Grantee hereby covenants with the Grantor as follows:-

- (a) To exercise the rights and liberties hereby granted in accordance with all regulations and requirements whether statutory or otherwise for the time being in force affecting the same
- (b) That as soon as reasonably possible following the initial laying of the said underground electric lines the Grantee will back-fill the cable trench PROVIDED however that the Grantee will not be responsible for any further reinstatement of the Easement Land
- (c) That if the Grantee carries out any excavation in the Easement Land subsequent to the initial laying of the said underground electric lines the Grantee will (unless otherwise agreed with the Grantor as a future term of supply) make good at its own expense all damage caused to the Easement Land or to the adjoining property of the Grantor in the exercise of the rights and liberties hereby granted and the execution of the works hereby authorised as soon as is reasonably practicable."

IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:

(a) in this clause the expression:

(1) "Develop" includes redevelop

(2) "Property" means all that freehold land comprised in title numbers LA88157 LA43936 GM216307 GM619490 LA115192 and OL6770

(3) "Alternative Route(s)" means a route or routes within the Property as near as possible to the Easement Land as shall be approved by the Grantee as a suitable alternative for the Grantee's purpose

(b) If the Grantor shall desire to Develop the Property and it is necessary for such development to include the Easement Land or any part thereof and shall have obtained Planning Permission for such development the Grantee will release to the Grantor such of the rights and liberties hereby granted as require to be released subject to the following terms and conditions:

4.1 The Grantor shall give to the Grantee not less than twelve month's notice in writing of its desire to implement this clause

4.2 On or before the expiration of the said notice the Grantor shall (subject to investigation and approval of title by the Grantee's Solicitor) by deed with the concurrence of every incumbrancer (such concurrence to be procured by and at the expense of the Grantor) and without payment of any consideration by the Grantee grant in fee simple easements to the Grantee in respect of alternative route(s) for the laying of the underground electric lines such grant to be in the like form and contain the like provisions and covenants (mutatis mutandis) as are herein contained

4.3 Subject to all necessary labour and materials being available but as soon as practicable after completion of the grant of easements in respect of the alternative route(s) the Grantee shall (in the following order of events):-

## C: Charges register continued

(i) complete the laying of the underground electric lines along the alternative route(s) and the bringing into use thereof

(ii) remove so far as necessary the underground electric lines installed pursuant to such of the rights and liberties hereby granted as are required to be released or render dead such underground electric lines

(iii) surrender such of the rights and liberties hereby granted as are required to be released

### PROVIDED THAT:

(a) if the Grantee or its contractors are prevented from complying with sub-clause 4.3 by reason of outbreak of war or civil insurrection or fire tempest frost inclement weather or other inevitable cause or accident or strike or lock out of workmen or the failure of the Grantee to obtain satisfactory supplies materials or labour or by reason of accident to the works or force majeure or by reason of the Grantee either having to redeploy the workforce assigned to carry out the works in order to carry out emergency work or repairs to its electricity plant and electric lines or by reason of any unavoidable cause for which the Grantee is not responsible in each such case the Grantee shall be allowed such extensions of time as are reasonable in the circumstances

(b) notwithstanding any provision of this sub-clause 4.3 the Grantee shall not under any circumstances be liable to the Grantor for any special indirect or consequential loss or damage arising under contract or otherwise including negligence and breach of statutory duty The term "consequential loss" shall include but is not limited to costs claims damages or expenses calculated by reference to loss or reduction of revenue or profit or loss of contracts (provided that nothing in this sub-clause shall be construed as an attempt to exclude or limit the liability of the Grantee in negligence for death of or injury to any person)

4.4.1 The Grantor shall (to which effect the Grantor hereby covenants) be liable for and pay to the Grantee the costs charges and expenses incurred or sustained by the Grantee in or arising out of:

(i) the laying of the underground electric lines along the alternative route(s)

(ii) the removal as aforesaid of the underground electric lines from the land the subject of the rights and liberties hereby granted required to be released as aforesaid

(iii) the preparation and completion of the documentation required in respect of easements for the alternative route(s) and the surrender of such of the rights and liberties hereby granted as are required to be released as aforesaid including stamp duty and (if appropriate) all Land Registry fees for noting thereof on the Register of the Title relating thereto

4.4.2 The Grantor and the Grantee shall take into account betterment and/or deferment of renewal in calculating the said costs charges and expenses incurred or sustained by the Grantee referred to in clause 4.4.1. hereof in that the cost of diverting the underground electric lines due to development only relates to the underground electric lines installed pursuant to such of the rights and liberties hereby granted or equivalent replacement underground electric lines and not the cost of any additional or higher voltage underground electric lines which the Grantee may wish to lay along the alternative route(s)





## C: Charges register continued

AND without prejudice to the foregoing if required by the Grantee so to do shall as a condition precedent to the completion of such grant make a payment to the Grantee of the estimated amount of such costs charges and expenses and the Grantee will (as it hereby covenants so to do) repay to the Grantor the difference between the estimated amount so paid and the total amount (if smaller) of such costs charges and expenses

4.5.1 That if the Grantor shall at any time during which this Deed remains effective consider that the Grantee has ceased to make any substantive use of the Easement land for the exercise of the rights and liberties hereby granted for a continuous period of not less than one year then:

(a) the Grantor may at any time thereafter serve written notice on the Grantee requesting the Grantee to provide reasonable evidence that in the Grantee's reasonable opinion the Grantee does have a bona fide present or future requirement to use the Easement Land

(b) the Grantee shall within a reasonable period (but in any event not exceeding three months) of the receipt of the said written notice supply to the Grantor such evidence as is mentioned in sub-clause (a) above

4.5.2 In the event that the parties agree that the Grantee is unable to provide satisfactory evidence as aforesaid the Grantee shall surrender this Deed without any consideration and the Grantor shall (a) accept the surrender and (b) release the Grantee from its covenants and other obligations under this Deed

4.5.3 Prior to any surrender of this Deed pursuant to this Clause 4 the Grantee shall at its own expense ensure that the Electric Cables are disconnected and made safe the Grantee making good any damage caused to the Easement Land or the said adjoining property of the Grantor to the reasonable satisfaction of the Grantor

IN this Deed the expression "electric lines" shall have the meaning (in the plural) assigned to the expression "electric line" by Section 64 of the Electricity Act 1989 and shall be interpreted and construed accordingly and shall also include all joint boxes and apparatus ancillary to underground electric lines."

The said Deed also contains the following covenants by the Grantor.

"THE Grantor with intent to bind the Easement land and (so far as the same is affected by the stipulations and restrictions in this clause contained) the adjoining land of the Grantor into whosoever hands the same may come and for the benefit and protection of the underground electric lines and the undertaking and electricity distribution system of the Grantee HEREBY COVENANTS with the Grantee that the Grantor and those deriving title under the Grantor shall at all times hereafter observe and perform the following stipulations and restrictions:-

(a) To keep the Easement Land forever hereafter open and unbuilt upon

(b) Not to alter the level of the Easement Land from that existing at the date hereof

(c) That nothing shall be done or suffered to be done by the Grantor its servants or agent upon the Easement land or the said adjoining property of the Grantor which may in any way interfere with or damage the said underground electric lines."

NOTE: The Easement Land referred to has been shown hatched brown on the title plan so far as it affects the land in this title.

## C: Charges register continued

- 9 (04.05.2012) A Transfer which included the land edged and numbered MAN192482 in green on the title plan and other land dated 7 February 2011 made between (1) Oldham Borough Council and (2) First Choice Homes Oldham Limited contains restrictive covenants by the vendor.

NOTE: Copy filed under MAN149279.

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	06.06.1997 edged and numbered 2 in blue NOTE: The Lease comprises also other land	part of 23 Mellodew Drive	22.05.1997 999 years from 1.7.1995	GM751677
2	10.07.1997 edged and numbered 3 in blue	22 Mellodew Drive	30.05.1997 999 years from 1.7.1995	GM754002
3	25.07.1997 edged and numbered 8 in blue NOTE: The lease comprises also other land	part of 21 Mellodew Drive	30.05.1997 999 years from 1.7.1995	GM755216
4	28.07.1997 edged and numbered 4 and 5 in blue	20 Mellodew Drive and parking space	10.06.1997 999 years from 1.7.1995	GM755313
5	28.07.1997 edged and numbered 6 in blue NOTE: The lease comprises also other land	part of 16 Mellodew Drive	27.06.1997 999 years from 1.7.1995	GM755335
6	30.07.1997 edged and numbered 7 in blue	18 Mellodew Drive	27.06.1997 999 years from 1.7.1995	GM755485
7	31.07.1997 edged and numbered 9 in blue NOTE: The lease comprises also other land	part of 15 Mellodew Drive	27.06.1997 999 years from 1.7.1995	GM755615
8	01.08.1997 edged and numbered 10 in blue NOTE: The lease comprises also other land	part of 14 Mellodew Drive	27.06.1997 999 years from 1.7.1995	GM755799
9	01.08.1997 edged and numbered 11 in blue	36 Hodge Clough Road	27.06.1997 999 years from 1.7.1995	GM755800



## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
10	15.09.1997 edged and numbered 12 in blue NOTE: The lease comprises also other land	part of 25 Mellowdew Drive	27.05.1997 999 years from 1.7.1995	GM756764
11	22.09.1997 edged and numbered 13 in blue NOTE: The lease comprises also other land	part of 30 Hodge Clough Road	28.07.1997 999 years from 1.7.1995	GM761117
12	25.09.1997 edged and numbered 14 in blue	34 Hodge Clough Road	25.07.1997 999 years from 1.7.1995	GM765712
13	25.09.1997 edged and numbered 15 and 16 in blue NOTE: The lease comprises also other land	part of 32 Hodge Clough Road	15.08.1997 999 years from 1.7.1995	GM765736
14	22.10.1997 edged and numbered 17 in blue NOTE: The lease comprises also other land	part of 28 Hodge Clough Road	29.08.1997 999 years from 1.7.1995	GM768878
15	29.10.1997 edged and numbered 18 in blue NOTE: The lease comprises also other land	part of 40 Hodge Clough Road	30.05.1997 999 years from 1.7.1995	GM769303
16	11.11.1997 edged and numbered 19 in blue	38 Hodge Clough Road	26.06.1997 999 years from 1.7.1995	GM770213
17	18.11.1997 edged and numbered 23 in blue NOTE: The lease comprises also other land	part of 3 Leywell Drive	24.10.1997 999 years from 1.7.1995	GM770802
18	21.11.1997 edged and numbered 20 and 21 in blue NOTE: The lease comprises also other land	part of 5 Leywell Drive	24.10.1997 999 years from 1.7.1995	GM771058
19	01.12.1997 edged and numbered 22 in blue NOTE: The lease comprises also other land	part of 19 Mellowdew Drive	29.08.1997 999 years from 1.7.1995	GM769544

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
20	10.12.1997 edged and numbered 24 in blue	4 Leywell Drive	21.11.1997 999 years from 1.7.1995	GM772943
21	06.01.1998 edged and numbered 25 in blue	2 Leywell Drive	21.11.1997 999 years from 1.7.1995	GM774745
22	16.01.1998 edged and numbered 26 in blue	1 Leywell Drive	20.11.1997 999 years from 1.7.1995	GM775815
23	20.01.1998 edged and numbered 27	6 Leywell Drive	20.01.1998 999 years from 1.7.1995	GM776040
24	13.02.1998 edged and numbered 28 in blue NOTE: The lease comprises also other land	part of 7 Leywell Drive	09.01.1998 999 years from 1.7.1995	GM778841
25	10.03.1998 edged and numbered 29 in blue	14 Leywell Drive	06.02.1998 999 years from 1.7.1995	GM780666
26	14.05.1998 edged and numbered 30 in blue	16 Leywell Drive	27.03.1998 999 years from 1.7.1995	GM784930
27	29.05.1998 edged and numbered 31 in blue	22 Leywell Drive	24.03.1998 999 years from 1.7.1995	GM785745
28	09.06.1998 edged and numbered 32 in blue NOTE: The lease comprises also other land	part of 9 Leywell Drive	24.04.1998 999 years from 1.7.1995	GM786303
29	15.06.1998 edged and numbered 33 in blue NOTE: The lease comprises also other land	part of 17 Leywell Drive	12.05.1998 999 years from 1.7.1995	GM786662
30	25.06.1998 edged and numbered 34 in blue NOTE: The Lease comprises also other land	part of 30 Leywell Drive	29.05.1998 999 years from 1.7.1995	GM787374



## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
31	03.07.1998 edged and numbered 35 in blue	10 Leywell Drive	29.05.1998 999 years from 1.7.1995	GM787913
32	07.07.1998 edged and numbered 36 in blue	20 Leywell Drive	05.06.1998 999 years from 1.7.1995	GM788224
33	14.07.1998 edged and numbered 37 in blue	28 Leywell Drive	26.06.1998 999 years from 1.7.1995	GM788719
34	14.07.1998 edged and numbered 38 in blue NOTE: The lease comprises also other land	part of 19 Leywell Drive	26.06.1998 999 years from 1.7.1995	GM788720
35	14.07.1998 edged and numbered 39 in blue NOTE: The lease comprises also other land	part of 17 Mellodew Drive	26.06.1998 999 years from 1.7.1995	GM788912
36	28.07.1998 edged and numbered 40 in blue	24 Leywell Drive	26.06.1998 999 years from 1.7.1995	GM789649
37	04.08.1998 edged and numbered 41 in blue	24 Leywell Drive	26.06.1998 999 years from 1.7.1995	GM790083
38	04.09.1998 edged and numbered 42 in blue	18 Leywell Drive	15.07.1998 999 years from 1.7.1995	GM792337
39	17.09.1998 edged and numbered 43 in blue	8 Leywell Drive	27.02.1998 999 years from 1.7.1995	GM793360
40	22.09.1998 edged and numbered 44 in blue	26 Leywell Drive	31.07.1998 999 years from 1.7.1995	GM793568
41	07.12.1998 edged and numbered 45 in blue NOTE: The lease comprises also other land	part of 32 Leywell Drive	29.05.1998 999 years from 1.7.1995	GM799763

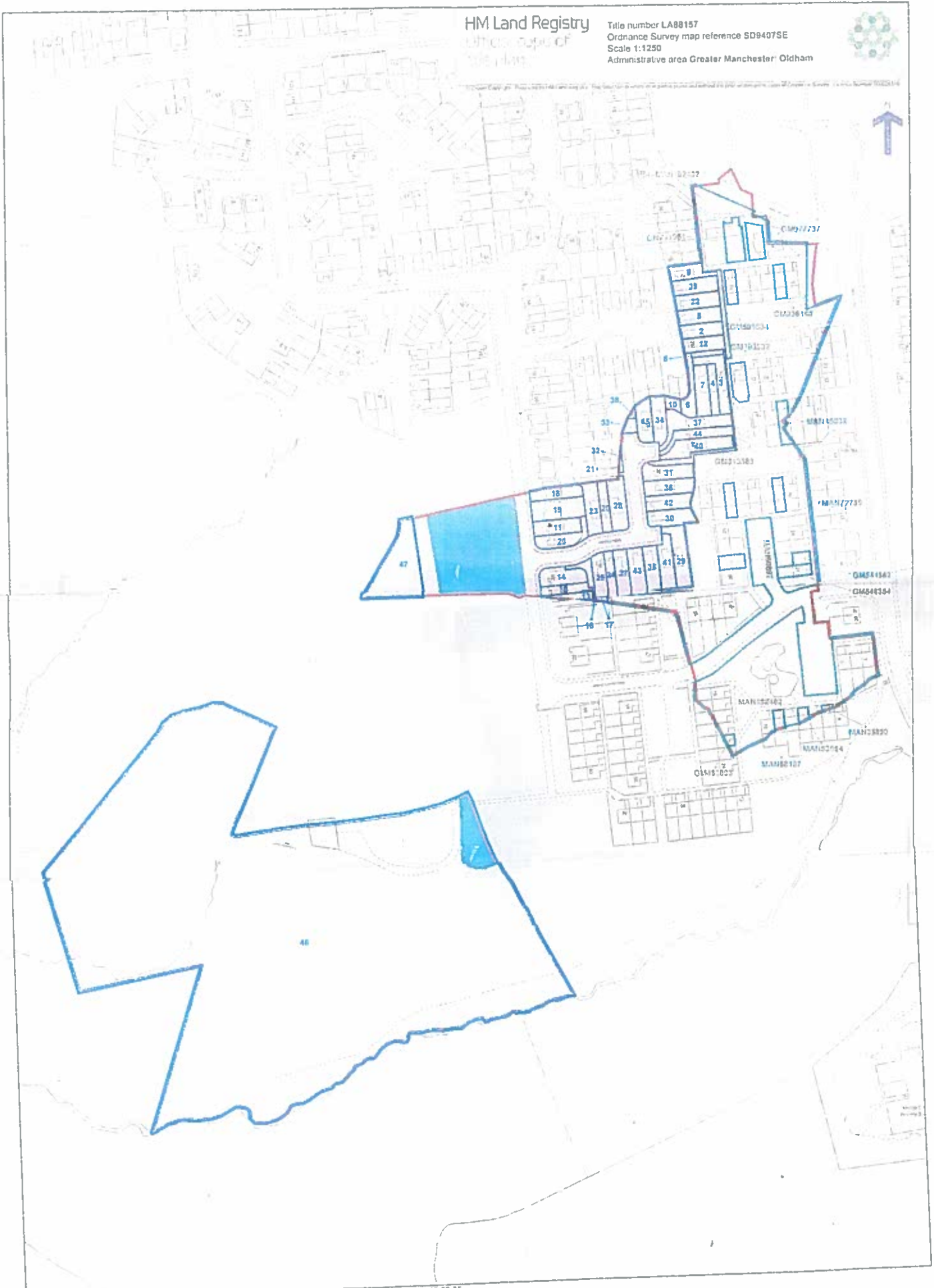
## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
42	09.11.2011 edged and numbered 46 and 47 in blue	Land lying to the south of Cop Road	30.09.2011 250 years from and including 30.9.2011	MAN184084

NOTE: The lease comprises also other land.

End of register





This official copy issued on 4 September 2018 shows the state of this title plan on 4 September 2018 at 12:50:35.  
It is admissible in evidence to the same extent as the original (s 67 Land Registration Act 2002)  
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.  
This title is dealt with by HM Land Registry, Durham Office.

THE COMMONS ACT 2006

VILLAGE GREEN APPLICATION – LAND AT HODGE CLOUGH ROAD, OLDHAM

STATUTORY DECLARATION OF JULIE FLORENCE HALL

EXHIBIT JFH2

And produced to me on the 5<sup>th</sup> day of SEPTEMBER 2018

Declared by Julie Florence Hall

Signed..........

Dated.....05 SEPTEMBER 2018.....

Before me



Solicitor

HELEN SEANALL-PIMLOTT

Stamp

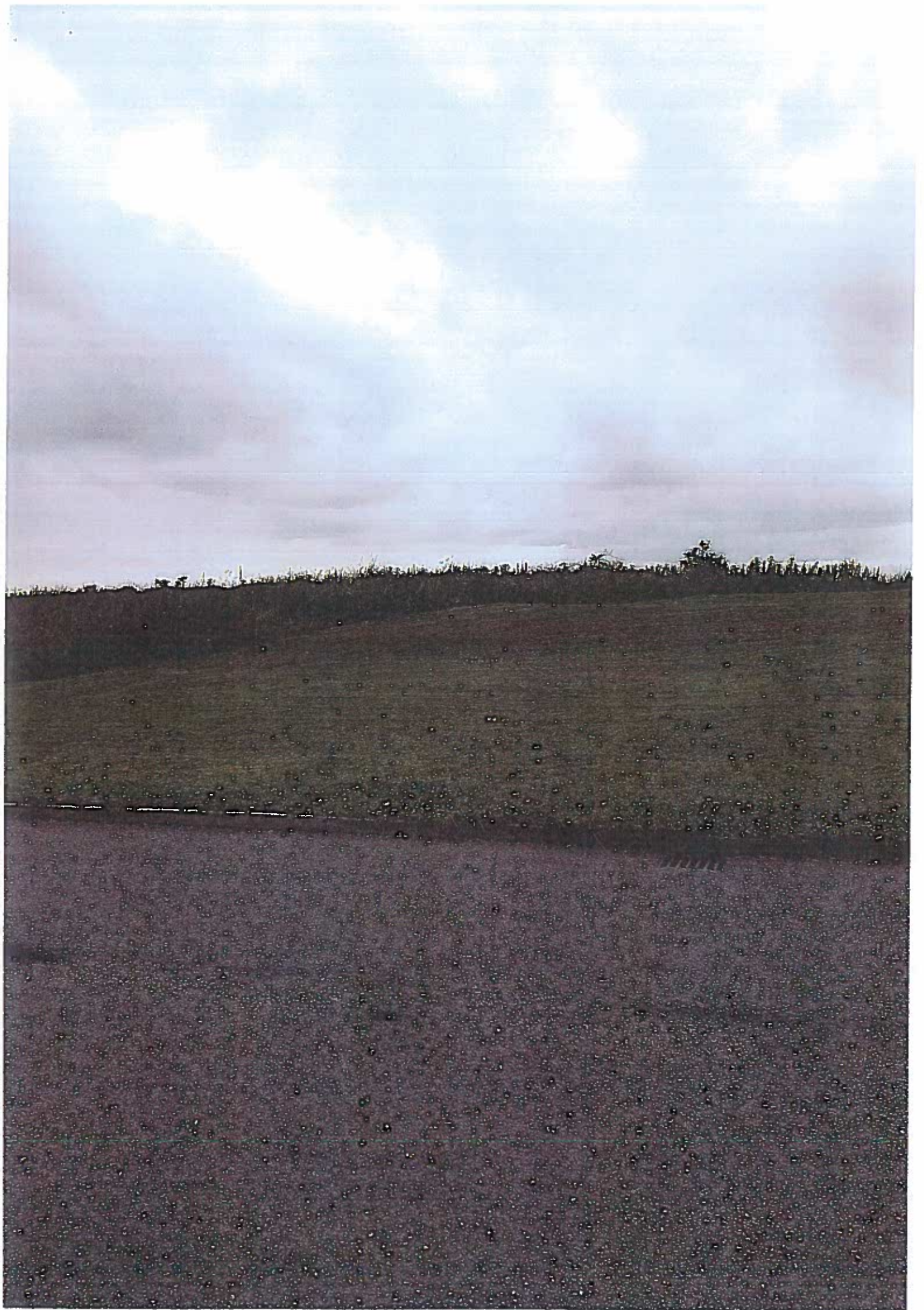
Garratts  
King Street Buildings  
Manchester Street  
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Greater Manchester  
OL8 1DH  
Tel:-0161 665 3502 Fax:-0161 665 4060  
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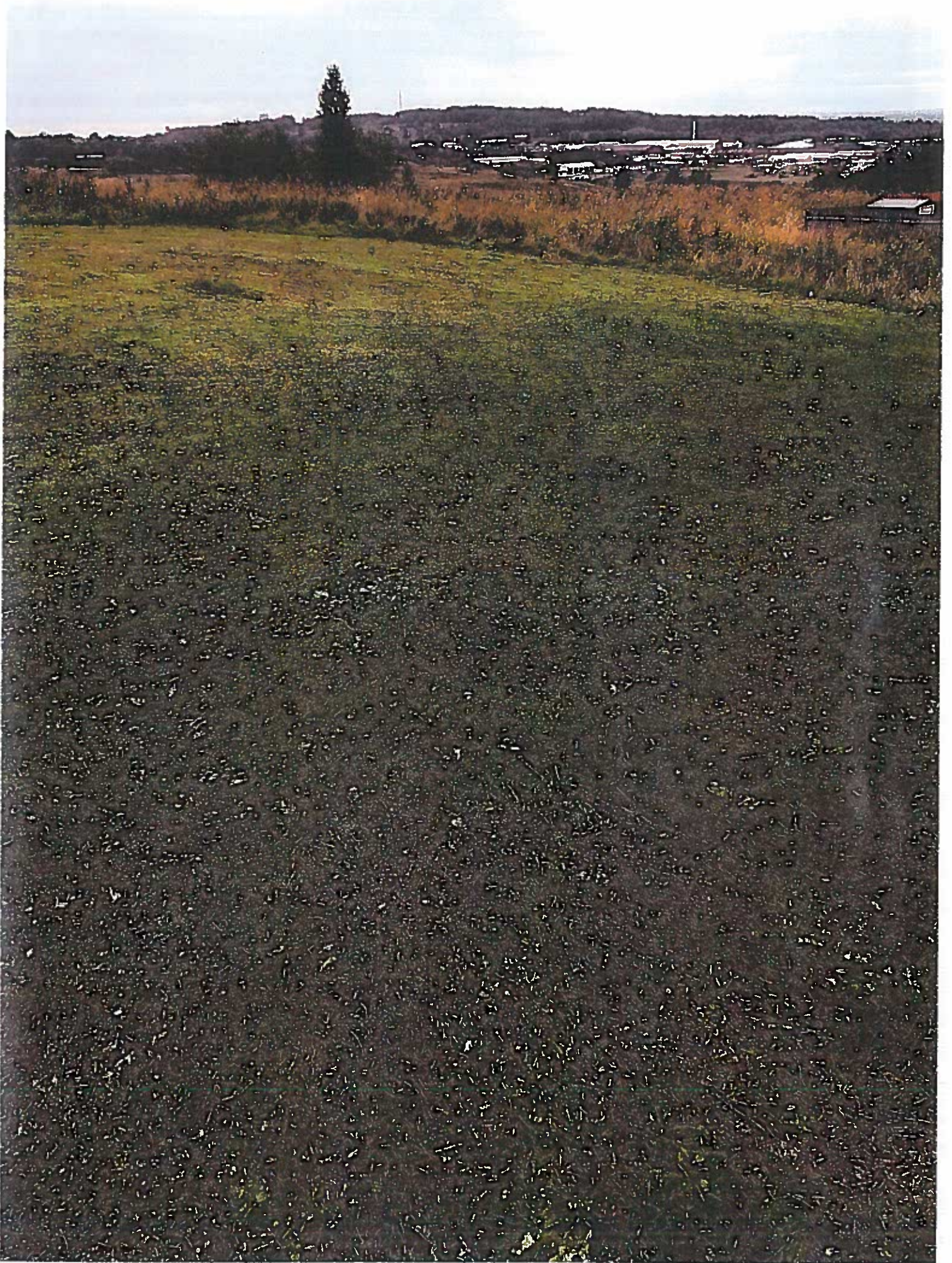












THE COMMONS ACT 2006

VILLAGE GREEN APPLICATION – LAND AT HODGE CLOUGH ROAD, OLDHAM

STATUTORY DECLARATION OF JULIE FLORENCE HALL

EXHIBIT JFH3

And produced to me on the 5<sup>th</sup> day of SEPTEMBER 2018

Declared by Julie Florence Hall

Signed.....*J. Hall*.....

Dated..... 05 SEPTEMBER 2018.....

Before me *[Signature]*

Solicitor HELEN BRANNAH TIMMOTT

Stamp







First Choice Homes Oldham  
 First Place, 22 Union Street  
 Oldham, OL1 1BE



**Claimed Land- Hodge Clough Road**

Date: 04/09/2018

Drawn By: JFH

Scale: 1:1,200



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