

1. Objector
2. John Ogden
3. 1<sup>st</sup> Statement
4. Dated: 6<sup>th</sup> November  
2018

**IN THE MATTER OF AN APPLICATION TO  
REGISTER A TOWN OR VILLAGE GREEN**

**BETWEEN:**

**MR FRED WILKINSON**

**Applicant**

**and**

**OLDHAM METROPOLITAN BOROUGH COUNCIL**

**Objector**

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**WITNESS STATEMENT OF JOHN OGDEN**

---

I John Ogden state as follows:

1. I confirm that the facts and matters set out in this statement are within my own knowledge unless otherwise stated, and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief.

2. I have been employed by Oldham Council for 31 years and during that time have worked in the Parks and Environmental Services Department. I started at the Council as a gardener over 30 years ago working on maintaining grounds throughout the borough, during my years' service I have progressed into my current role of Area Operations Supervisor based at Alexandra Park based at Alexandra Park. My current area to Supervise is Oldham East Royton and Shaw Districts helping my Manager maintain Parks and open spaces for the past 10 years I have helped manage the site above within my area.

3. Exhibit 'JO1' shows the land subject to the Village Green Application. I confirm that the land has been maintained and mowed by Oldham Council for a number of years prior to 10 years, as above worked within the area of Oldham East Moorside Sholver.

I believe that the facts stated in this witness statement are true.

Signed .....  .....

JOHN OGDEN

Date ..... 5th November 2018. ....



	CHECK AREA FIRST.	NOTE ANY POTHoles OR OBSTACLES.	MOW	LITTERPICK	AD - HOC WORK	ESTATE WORK	RE-ENSTATE.	SPRAYING.	SEED.	OTHER PLEASE SPECIFY	DATE.
25.	Littlemoor school		✓	✓							24/7/18
26.	Greenacres cem		✓	✓							
27.	St Annes school		✓	✓							" "
28.	Cow lane / heap st		✓	✓							" "
29.	St James church		✓	✓							26/7/18
30.	Stoneleigh park		✓	✓							" "
31.	Mayfield school		✓	✓							2/8/18
32.	Sacred heart school		NA	✓							
33.	Horton mill school		✓	✓							" "
34.	ALEXANDRA PARK		✓	✓							27/7/18
35.	DENSITAW VILLAGE HALL		✓	✓							29/7/18
36.	KINGS RD		✓	✓							2/8/18
37.											
38.											
39.											
40.											
41.											
42.											
43.											
44.											
45.											
46.											
47.											

Comments: ON QUAD 25<sup>th</sup> WED 3 G pigeons

Signed: *John Boardman* Signed (manager) 2/8/18.

# Historic Maps



**Site Details:**

Sholver, Oldham, Land of Hodge Clough Road, Oldham, OL1 4QA

Client Ref: EMS\_443253\_594119  
 Report Ref: EMS-443253\_594119  
 Grid Ref: 394605, 407385

Map Name: National Grid

Map date: 1952

Scale: 1:2,500

Printed at: 1:2,500



Surveyed 1952  
 Revised 1952  
 Edition N/A  
 Copyright IWA  
 Levelled 1929



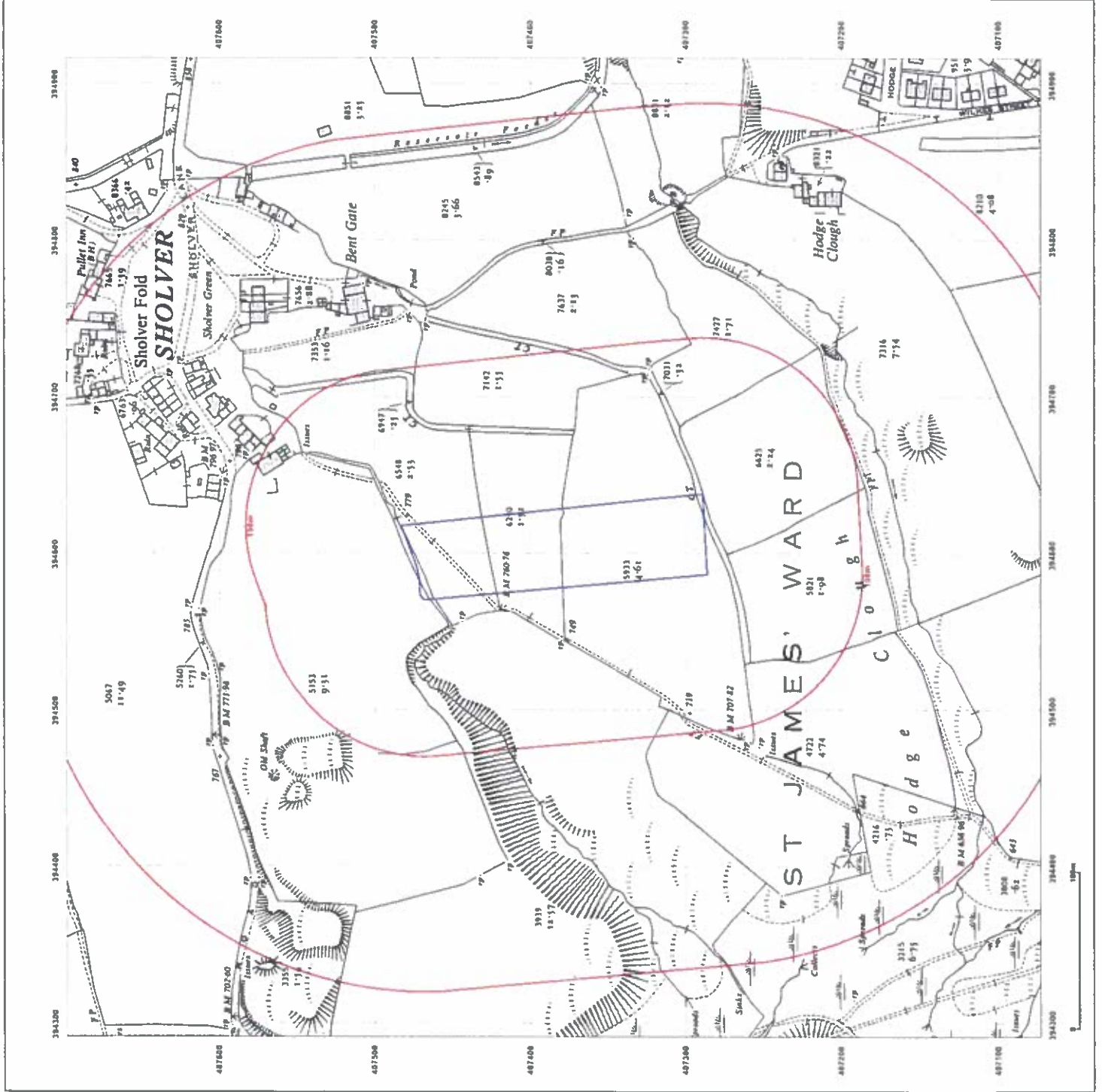
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To view map legend click here [Legend](#)



**Site Details:**

Sholver, Oldham, Land of Hodge  
Clough Road, Oldham, OL1 4QA

**Client Ref:** EMS\_443253\_594119  
**Report Ref:** EMS-443253\_594119  
**Grid Ref:** 394605, 407385

**Map Name:** National Grid

**Map date:** 1973

**Scale:** 1:1,250

**Printed at:** 1:2,000



Surveyed 1972  
Revised 1972  
Edison N/A  
Copyright 1973  
Levelled 1958

Surveyed 1972  
Revised 1972  
Edison N/A  
Copyright 1973  
Levelled 1958

Surveyed 1972  
Revised 1972  
Edison N/A  
Copyright 1973  
Levelled 1958

Surveyed 1972  
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**Site Details:**

Sholver, Oldham, Land of Hodge  
Clough Road, Oldham, OL1 4QA

**Client Ref:** EMS\_443253\_594119  
**Report Ref:** EMS-443253\_594119  
**Grid Ref:** 394605, 407385

**Map Name:** National Grid

**Map date:** 1980

**Scale:** 1:1,250

**Printed at:** 1:2,000



Surveyed N/A  
Revised N/A  
Edition N/A  
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**Site Details:**

Sholver, Oldham, Land of Hodge  
Clough Road, Oldham, OL1 4QA

**Client Ref:** EMS\_443253\_594119  
**Report Ref:** EMS\_443253\_594119  
**Grid Ref:** 394605, 407385

**Map Name:** National Grid

**Map date:** 1987-1992

**Scale:** 1:1,250

**Printed at:** 1:2,000



Surveyed N/A  
Revised N/A  
Edition N/A  
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Edition N/A  
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Revised N/A  
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**Site Details:**

Sholver, Oldham, Land of Hodge  
Clough Road, Oldham, OL1 4QA

**Client Ref:** EMS\_443253\_594119  
**Report Ref:** EMS-443253\_594119  
**Grid Ref:** 394605, 407385

**Map Name:** National Grid

**Map date:** 1992-1994

**Scale:** 1:1,250

**Printed at:** 1:2,000



Surveyed 1992  
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Surveyed 1994  
Revised N/A  
Edition N/A  
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## **Section 106 agreement dated 6 June 1995**



THIS PLANNING OBLIGATION is made the 6<sup>th</sup> day of June BETWEEN  
(1) THE OLDHAM BOROUGH COUNCIL of the Civic Centre PO Box 33 West Street Oldham  
OL1 1UL (hereinafter referred to as "the Council") (2) LOVELL PARTNERSHIPS  
(NORTHERN) LIMITED of Marsham House Gerrards Cross Buckinghamshire (hereinafter  
referred to as "the Developer") WHEREAS

1. THE Developer is the freehold owner of the Land
2. THE Council is the local planning authority for the purpose of the Town  
and Country Planning Act 1990 (hereinafter referred to as "the Act") for  
the area within which the Land is situated
3. THE Developer has by written application dated the 14th November 1994  
and bearing the Council's reference number 32460/94 applied for  
permission to develop the Land in the manner and for the uses set out in  
the plans specifications and particulars comprising the said application
4. The Council is satisfied that subject to the provisions of this Planning  
Obligation the development disclosed by the said application is such as  
may be approved by them under the Act and other Acts and Regulations  
appertaining thereto and accordingly have issued a notice of planning  
permission of even date (hereinafter referred to as the 'Planning  
Permission')
5. The Council and the Developer have agreed to enter into this Planning  
Obligation with the intention that the obligations contained in this  
Planning Obligation may be enforced by the Council against the Developer  
or any person or persons deriving title from him

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

**Preliminary**

1. Definitions and interpretation

In this agreement:

- 1.1 "The Land" means the land described in the first schedule
- 1.2 "Plans" means the layout plans elevations sections landscaping schemes  
and other drawings and specifications describing the Developer.

- 1 -



SEQ253

Photo  
Copy

- proposals for the development of the Land and such engineering and other calculations and such other documents relating to the Works as have been approved by the Estates Surveyor
- 1.3 "Dwelling House" means a dwelling or dwellings and shall include any garage outbuildings car parking area and garden land and any other land or structure appurtenant to it
- 1.4 "the Site Highways" means the roads footways and footpaths with the verges street-lighting landscaped areas and other things appurtenant which it is intended shall become highways maintainable at the public expense and which form part of the Works
- 1.5 "the Works" means the works proposed to be carried out on the Land details of which are set out or referred to in the second schedule
- 1.6 "the Completion Date" means 3 years from the date hereof subject to the provisions of Clause 7 hereof
- 1.7 "the Estates Surveyor" means the Director of Economic Development of the Council for the time being or such other officer of the Council as the Council may appoint from time to time
- 1.8 "the Site Plan" means the plan annexed to this Agreement
- 1.9 "Planning Permission" means detailed planning permission under Number 32460/94 for the carrying out of such of the Works as constitute development within the meaning of the Town and Country Planning Act 1990 Section 55
- 1.10 "the Properties" means the existing properties surrounded by the Land
- 1.11 "the Developers Solicitors" means Messrs Glaisyers Glickman of 6th Floor Arkwright House Parsonage Gardens Manchester M3 2LE
- 1.12 Words importing one gender shall be construed as importing any other gender
- 1.13 Words importing the singular shall be construed as importing the plural and vice versa



- 1.14 Where any party comprises more than one person the obligations and liabilities of that party under this agreement shall be joint and several obligations and liabilities of those persons
- 1.15 The clause and paragraph headings in the body of this agreement and in the schedules do not form part of this agreement and shall not be taken into account in its construction or interpretation
- 1.16 Reference to a statute or a provision of a statute include any provision of a statute amending consolidating or replacing it for the time being in force
- 1.17 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to permit or allow infringement of the restriction
- 1.18 References to this agreement shall include the schedules to this agreement
- 1.19 Any reference to a clause or schedule shall be to a clause or schedule of this agreement
2. THIS Planning Obligation is made in pursuance of Section 106 of the Act and the covenants herein contained by the Developer shall be covenants which shall be enforceable by the Council against the Developer and all persons deriving title by through or under the Developer
3. THAT the Land shall be permanently subject to the conditions restrictions and provisions regulating the development and use thereof contained in this Planning Obligation
4. The covenants on the part of the Developer contained in this Planning Obligation shall not be enforceable against individual purchasers or lessees of dwelling units forming part of the Works or against statutory undertakers in relation to any parts of the Land acquired by them for electricity sub-stations gas governor stations or pumping stations

- 5.1 The Developer shall develop the land in accordance with the Planning Permission and this Planning Obligation and shall not use the land for any other purpose or development
- 5.2 The Developer shall within 3 months from the date of this Planning Obligation commence the Works in accordance with the Planning Permission and within 1 month of necessitating the same submit any alterations to the Estate Surveyor for approval
- 5.3 The Developer shall within 9 months from the date of this Planning Obligation submit for written approval to the Director of Technical Services for the time being to the Council plans of a detailed Highways and Drainage Scheme in connection with the Works
- 5.4 Within 12 months of the commencement of the Works or as soon as possible thereafter to the satisfaction of the Director of Technical Services for the time being to the Council both to enter into an Agreement with the Council (under the Provisions of Section 38 of the Highways Act 1980) providing for the construction and adoption of such roads and footpaths as are comprised in the Works and at the same time to enter into an Agreement with the Council or other relevant Statutory Undertaking as appropriate (under the Provisions of Section 104 of the Water Industry Act 1991) - in respect of all main sewers as are comprised in the Works Such Agreements are to be supported by Bonds for such amounts as the Council may in its absolute discretion require given by a suitable financial institution
- 5.5 To carry out the Works at his exclusive expense and in accordance with the Plans and Planning Permission in a good and workmanlike manner to the reasonable satisfaction of the Council and with all practical speed so that the Works shall be completed by the Completion Date
- 5.6 In carrying out the Works to use sound materials and to take down and remove any work or materials which shall not be in accordance with statute building regulations or the Plans or Planning Obligation of

which shall not otherwise have been carried out in accordance with this agreement within 14 days of service by the Council of notice to do so

- 5.7 To keep the Site Highways main sewers play recreation and landscaped areas forming part of the Works in good repair and in a clean and tidy condition to the reasonable satisfaction of the Estates Surveyor until the same shall be adopted by the local authority or other body or some other arrangement is made to the reasonable satisfaction of the Council for the future repair maintenance and use of them until adoption
- 5.8 To observe and use all reasonable endeavours to ensure that its employees and sub-contractors and suppliers observe the reasonable directions from time to time given by the Estates Surveyor for gaining access to the Land
- 5.9 Not to erect or build or permit to be erected or built on the Land any temporary structures or advertising signs save such as may be authorised in writing to the Estates Surveyor (such authority not to be unreasonably withheld or delayed)
- 5.10 Until the completion of the Works to keep and maintain the Land (or the parts of it for the time being remaining unsold) in a neat and tidy condition and to prevent so far as may be reasonably practicable any matters or things which may be unnecessarily unsightly or offensive visually or otherwise and to maintain all completed but unsold Dwelling Houses in repair and good marketable condition
- 5.11 Not to name any of its Site Highways or give any name to the Works as a whole or any part of them without the prior written approval of the Council to the name or names
- 5.12 Not to deposit on the Land or make up or manufacture on it any building or other materials or goods except those required for the Works and as soon as the Works are completed to remove immediately from the Land all surplus building and other materials and rubbish

- 5.13 In carrying out the Works to do all acts and things required by and to perform the building work in conformity in all respects with the provisions of all statutes applicable and any orders or regulations made under them and the byelaws or regulations of any statutory undertakers public utilities and other such bodies and to pay all proper fees charges fines penalties and other payments whatsoever which during the progress of the Development may become payable or be demanded by such undertakers utilities or other such bodies in respect of the Works
- 5.14 To indemnify and keep indemnified the Council from and against all claims demands and liabilities however arising in respect of the materials and workmanship used by the Developer in the Works or any part of them
- 5.15 To indemnify the Council (notwithstanding any supervision or approval of the Council or any person acting on behalf of the Council) against any liability loss claim or proceeding in respect of any injury or damage whatsoever to any person or to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the negligent execution of the Works
- 5.16 That it is entered on the register maintained by the National House Building Council ("the NHBC") and that every dwelling House built by it on the Land will be built so as to comply with the requirements of the NHBC
- 6.1 The Council its Estates Surveyor and other authorised persons may enter upon the Land to view the state and progress of the Works and to inspect and test the materials and workmanship and for any other reasonable purpose including the exercise of the powers given to the Council by this Planning Obligation under the Act upon breach by the Developer of any requirement of this Planning Obligation

- 6.2 The Council shall not be under any liability whatsoever in respect of any defect in the design of the Works by reason of having approved the Plans or otherwise
- 6.3 Any information given to the Developer by the Council in this Planning Obligation or otherwise as to the position of sewers wires cables pipes or other conduits within or over the land or any information given as to levels or soil conditions is to the best of the Council's knowledge correct but if given on the understanding that the Council and its servants and agents shall not be liable for any inaccuracies and the Developer is expected to carry out its own surveys and site investigations
- 6.4 Any notice under the terms of this agreement or by statute required to be served by the parties to this Planning Obligation shall be in writing and shall be sufficiently served by the Council being sent by Recorded Delivery or Registered post to the Developer at its registered office for the time being and by the Developer by being sent by Recorded Delivery or Registered post to the Council at the office address of the Estates Surveyor
- 6.5 Nothing contained or implied in this Planning Obligation shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as a local authority and the rights powers duties and obligations of the Council under all public or private statutes byelaws orders and regulations may be as fully and effectually exercised in relation to the Land and the Works
- 7.1 If delay in commencing or completing any part of the Works shall arise solely from one or more of the following causes
- 7.1.1 Force Majeure  
meaning any event or circumstances (whether arising from natural causes human agency or otherwise) beyond the control of the Developer including fire explosion flood or lightning

- 7.1.2 Severe weather conditions adverse to building
- 7.1.3 Outbreak of war civil commotion local combination of workmen scarcity of labour strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation manufacture or transportation of any of the goods or materials required for the Works delay of the Company in complying with its obligations under this Agreement or from any other authority or body needing to give approval to the Works or to provide essential services thereto or by reason of extension variation or alteration made to the Works
- 7.1.4 Shortage of and consequent delay in obtaining essential materials
- 7.1.5 Hostilities and acts of the Queen's enemies
- 7.1.6 Procedures required for obtaining the consents for or appertaining to the construction of the Works and all necessary services
- 7.1.7 Compliance with all legislations and statutory rules orders regulations or directions
- 7.1.8 Accidents to the Works for which the Developer is not responsible
- 7.1.9 Restrictions imposed by Government Local Authority or any statutory or other competent authority
- 7.1.10 Lack of sales of the Dwelling Houses
- 7.1.11 Any other matter affecting the progress of the Works which shall be beyond the control of the Developer and would be beyond the control of any developer or any mortgagee or chargee of this Agreement and as soon as practicable after such delay written notice of the delay and the cause thereof is given to the Council
- Then the Council shall in writing allow such extension of time for the completion of such part of the Works as shall be reasonable and proper having regard to the circumstances but such extension shall not in any event exceed the period of such delay and if there shall be any dispute

or difference between the Council and the Developer as to such extension of time then the same shall be referred to an expert as hereinafter provided

8. In consideration of the sum of £29,965.65 paid by the Developer to the Council on the date hereof (the receipt of which the Council hereby acknowledges) the Council will within a reasonable period provide and layout the area of public open space shown edged blue on the plan marked "Public Open Space" annexed hereto
9. NOTHING in this Planning Obligation shall be taken or construed as absolving the Owner from obtaining any other consent or approval required by law
10. IF any difference or dispute arises between the parties hereto touching or concerning their respective rights duties liabilities or obligations under or by virtue of this Planning Obligation the same shall be referred to a member of the Royal Institution of Chartered Surveyors (RICS) to be agreed between the parties or failing agreement upon the request by one party to the other party for arbitration that party may after 21 days of that request by him request that an arbitrator be appointed by the President for the time being of the said RICS or his duly authorised deputy on the application of either party and in this respect such referral shall be construed as a submission to arbitration within the meaning of the Arbitration Acts 1950-1979 or any statutory modification or re-enactment thereof for the time being in force
11. EACH party shall bear and pay any costs which they incur in the preparation and execution of this Planning Obligation
12. THIS Planning Obligation shall be registered by the Council in the Register of Local Land Charges in accordance with S106(11) of the Town and Country Planning Act 1990

FIRST SCHEDULE

The Land

All that plot of land at Sholver in the Borough of Oldham (being 4.03 acres or thereabouts) shown edged red on the Site Plan and being

1. Part of the freehold land registered with Title Absolute at HM Land Registry under Title Number ~~GM620963~~ <sup>GM619490</sup>
2. Part of the freehold land registered with Title Absolute at HM Land Registry under Title Number GM216307

(But excluding the Properties now erected within the site)

SECOND SCHEDULE

The Works

All site and buildings investigations inspections and surveys and all ground works and preparation construction and landscaping and any and all other works and operations necessary to convert the Land into a residential development of 66 two storey dwellinghouses and bungalows in accordance with the Plans and Planning Permission Number

and of the following types:-

<u>House Type</u>	<u>Number of Units</u>
Kingswood 3 bedroom semi-detached	15
Oakwood 3 bedroom semi-detached	19
Dashwood 3 bedroom <sup>Serj.</sup> detached	12
Harewood 3 bedroom detached	12
Brattan 2 bedroom bungalow	<u>8</u>
	<u>66</u>

*JK* *JK*



IN WITNESS whereof the Council and the Owner have caused their respective Common Seals to be hereunto affixed the day and year first before written

Number in Seal Book  
2218A/95

THE COMMON SEAL of the )  
OLDHAM BOROUGH COUNCIL )  
was hereunto affixed )  
in the presence of:- )

*Richard Williams*

**R. WILLIAMS  
PRINCIPAL SOLICITOR**

THE COMMON SEAL of )  
LOVELL PARTNERSHIPS )  
(NORTHERN) LIMITED )  
was hereunto affixed )  
in the presence of:- )

*John A. Lovell*

*[Signature]*

