

Dated 22 July 2014

Report on title relating to

Land at Huddersfield Road, Diggle, Oldham OL3 5NT

For:

Department for Education and

Secretary of State for Education

CONTENTS

1.	Summary.....	1
	Part A : Title Issues.....	2
2.	Matters Benefiting The Property.....	2
3.	Matters Burdening The Property.....	2
	Part B : Searches and Enquiries.....	5
4.	Search Results.....	5
5.	Replies To Pre-contract Enquiries.....	9
6.	Conclusion.....	9
	Schedule 1: Plans and Title Information.....	11
	Part 1 : Site Plan.....	11
	Part 2 : Title Information.....	12
	Schedule 2 : Searches.....	13
	Local Land Charges Search / Local Authority Search and Highways search.....	13
	Drainage and Water Enquiries.....	14
	Chancel Repair Search.....	15
	Ground Stability Report.....	16
	Highways Search.....	17
	Gas Search.....	18
	Electricity Search.....	19
	Telecom Search.....	20
	Schedule 3: Replies To Pre-contract Enquiries.....	21

1. **SUMMARY**

Name of School	Saddleworth School
Property to be developed	Land at Huddersfield Road, Diggle
Identification on Plan	Area shown edged red on Plan 1
Is this all or part of the title numbers listed below?	Part
Registered Proprietor	WRT Developments Limited
Freehold / Leasehold	Freehold
Title Number(s)	GM965667 and MAN108453
Grade of title	Absolute
Substantive issues affecting the Property	<p>(1) The Property is subject to a number of easements and covenants as referred to in clauses 3.1 to 3.3 below. These include unspecific easements and covenants at clauses 3.2.4 and 3.3.1 below.</p> <p>(2) The Local Authority search result does not confirm that any building regulation completion certificate(s) has/have been issued in respect of the Property.</p> <p>(3) The area searched is wider than the Property now to be reported upon.</p> <p>(4) The Drainage and Water Search reveals foul water from the Property does not drain to a public sewer, there are sewers, mains, or drains and waterworks within the boundaries of the Property and the Property is not billed for water services. The Property is not connected to the mains water supply and it is likely to be provided by virtue of a private supply. Please refer to clause 4.2 for further information.</p> <p>(5) Analysis records confirm that tests failed to meet the standard of the 2000 and 2001 Regulations in relation to odour and taste in 2 of 24 samples taken for each. Please refer to clause 4.2.5 for further information.</p> <p>(6) There are public footpaths abutting or crossing the Property. Please refer to the Highways Search at Schedule 2.</p> <p>(7) The new proposed area for the school does not abut a public highway, so a right of way will be required. Please see clause 4.5 for further information.</p> <p>(8) The land to the east of the Brook is subject to a Charge and Overage Deed. Please see EFA short form responses reported at clause 0 for further information. The Deed also grants rights over the Property, detailed at clause 3.1.3.</p> <p>(9) There appears to be gas, electrical and BT apparatus within the boundaries of the Property. Please see clauses 4.6 to 4.8 for further information.</p> <p>(10) Applications for dealing are pending at the Land Registry in respect of both title numbers. Please refer to clause 3.3.3 for further information.</p> <p>(11) A Grade II Listed Building is on the Property, in the new area of proposed development. Please refer to clause 4.1 for further information.</p>

PART A : TITLE ISSUES

2. MATTERS BENEFITING THE PROPERTY

- 2.1 A Conveyance of the land tinted yellow on the title plan of GM965667 dated 3 September 1861 made between (1) The Reverend Charles Marshall, (2) George Ashworth and (3) John Hutchinson and others (the "1861 Conveyance") granted a right of way over the land shaded yellow on the plan attached to the 1861 Conveyance, for the benefit of the land thereby conveyed. As the dominant and servient land is now in common ownership, this original right of way has been extinguished, but replaced by other rights of way and public footpaths in the same locations (see clauses 3.1.3(a), 3.1.4(c), 3.1.5 and 4.1 below).
- 2.2 A lease of the land tinted blue on the GM965667 title dated 31 March 2011 and made between (1) WRT Developments Limited (2) Wiggett Construction Limited and (3) Wiggett Construction Group Limited (the "2011 Wiggett Lease") reserved rights for the benefit of the Property as set out in clause 3.2 of that lease.
- 2.3 A lease of the land tinted brown on the GM965667 title plan and the land tinted pink on the MAN108453 plan dated 31 March 2011 and made between (1) WRT Developments Limited and (2) Patterson and Rothwell Limited and (3) Makemore Limited (the "2011 Patterson Lease") reserved rights for the benefit of the Property as set out in clause 3.2 of that lease.

3. MATTERS BURDENING THE PROPERTY

The Property is subject to the following Incumbrances:-

3.1 Easements

- 3.1.1 A Conveyance of the land tinted pink on the GM965667 title plan dated 28 August 1929 (the "1929 Conveyance") made between (1) Francis Cliffe Watkinson and (2) Hutchinson Hollingworth & Company Limited granted the following rights over the property thereby conveyed:
- (a) a right of the public to pass and repass along the public footpath or road shown on the plan to the 1929 Conveyance. These paths remain in existence and have been highlighted and reported on in the Local Search at clause 4.1 below,
 - (b) all existing rights of drainage flow of water laterally and all other support mesne and party walls (if any) and lights and all existing arrangements thereto.
- 3.1.2 The land conveyed in the 1929 Conveyance referred to above is affected by drainage easements from an Indenture dated 19 August 1915 made between (1) Betty Hollingworth and (2) Betty Hollingworth, Edward Hollingworth, Albert Edward Wood and Herbert Whiteley and (3) Urban District Council of Saddleworth. The Land Registry do not hold a copy of this document. We have requested a copy of this document from the Council but are yet to receive a reply.
- 3.1.3 A Charge of the land edged brown on the GM965667 title plan dated 5 December 2007 (the "2007 Charge") and made between (1) Wiggett Construction (Sheffield) Limited and (2) Davenham Trade Finance Limited grants the following rights over the Property (though see clause 3.3.2 below):
- (a) a right of way over upon and through the Property to a public highway adjoining the Property;
 - (b) a right of entry onto the Property to lay and construct an access road from the land edged brown to the public highway adjoining the Property;
 - (c) a right of entry upon the Property upon giving 48 hours' notice to carry out works of maintenance, repair and renewal to the land edged brown;

- (d) a right to enter the Property for the purpose of laying and constructing service apparatus under the route referred to at (a) above or the access road referred to at (b); and
- (e) a right to the free and uninterrupted passage and running of services through any service apparatus constructed in or through, over or under, the Property and serving the land edged brown.

3.1.4 The 2011 Wiggett Lease referred to in clause 2.2 above granted rights over the Property:

- (a) to use the conduits serving the land let therein;
- (b) support and protection from any adjoining premises owned by the Landlord (as defined therein); and
- (c) to use the private roadway coloured brown on the plan attached to the lease, with or without vehicles for the purposes of access to and from the land tinted blue on the GM965667 title plan.

3.1.5 The 2011 Patterson Lease referred to in clause 2.3 above granted similar rights over the Property to those at clauses 3.1.4(a) and 3.1.4(b) above as well as the right to use the private roadway coloured brown on the plan attached to the lease, with or without vehicles for the purposes of access to and from the land tinted brown on the GM965667 title plan and the land tinted pink on the MAN108453 title plan.

3.2 Covenants

3.2.1 The 1861 Conveyance contains a perpetual yearly rentcharge of £5 and contains covenants. There is a note on the Charges Register stating that the rentcharge and positive covenants have been extinguished.

3.2.2 The 1929 Conveyance also binds the land thereby conveyed with a covenant not to use the land for any noisy, noxious, offensive or dangerous trade, business, pursuit or occupation or for any purpose which shall or may grow to be in any way a nuisance, damage, grievance or annoyance to the Vendor, his successors in title or occupiers of the adjoining property.

3.2.3 The 2007 Charge referred to at clause 3.1.3 above binds the land edged red on the 2007 Charge plan with the following covenants, for the benefit of the land edged blue on the same plan:

- (a) not to do anything on the red land which could cause damage to the blue land;
- (b) without the prior written consent of Davenham Trade Finance Limited make any material alteration to any part of the red land under, over or through which services have been laid or access ways constructed, so as to interfere with the access provided or services delivered;
- (c) not to construct any building or structure on the red land in through, upon or over the services or accessways; and
- (d) not create a ransom strip on the red land or prevent access from the blue land to the public highway.

Please note that we would expect the 2007 Charge to be discharged (and the covenants therein extinguished) upon the transfer of the land to the Council.

- 3.2.4 The land in title number MAN108453 is stated to be subject to such restrictive covenants and rentcharges that may have been imposed thereon before 4 February 2008 and are still subsisting and capable of being enforced.

3.3 Any Other Matters

- 3.3.1 A Conveyance of the land shaded blue on title number GM965667 dated 20 August 1880 made between (1) Joseph Lowe and John Lowe (2) Mary Ann Sykes and (3) Hutchinson Hollingworth & Company Limited contains restrictive covenants, exceptions and reservations. The copy held by the Land Registry is so faint as to be illegible, so the nature of these restrictive covenants, exceptions and reservations is unknown.
- 3.3.2 The Property is subject to a Charge and Overage Deed and the consent of Davenham Trade would be required for the purchase by the Council. The EFA short form enquiries reported at clause 0, provided by the Council, state that the Overage is to be resolved by the owner prior to a purchase by the Council. However, prior to such discharge (if at all) the rights granted in the Overage Deed will continue to bind the Property.
- 3.3.3 Applications for "dealing" are pending at the Land Registry in respect of both title numbers. The applicant is Lockett Loveday Mchanhon, which is the firm of solicitors who drafted the 2011 Wiggett Lease and the 2011 Patterson Lease. We have been unable to ascertain the content of these applications.

PART B : SEARCHES AND ENQUIRIES

4. SEARCH RESULTS

4.1 Local Land Charges Search / Local Authority Search

Local Authority	Oldham Borough Council
Date of Search	28 August 2013
Part 2 enquiries raised	4,5,6,7,8,9,14,15,16,17,18,19,21 and 22.
Section 106 Agreements	The result shows a s.106 agreement which may affect the Property. Planning permission 35869/97 was signed on 3/6/98 for an industrial unit with integral offices, creation of hardstanding for parking and external storage and new exit road. The Council could not confirm whether this was implemented, however the application relates to the area edged yellow on Site Plan 1 which is now part of the Property.
Other Planning Charges	<p>There are a number of planning decisions affecting the Property but most of these are of a historic nature. The most recent is a conditional application for the change of use from pallet works to building material supplier for trade and public dated 3 March 2008.</p> <p>We have not made any enquiries as to whether the conditions in the permissions have been complied with nor whether all structures on the Property have the benefit of planning permission. Details of the decisions can be found in the copy of the Local Search attached at Schedule 2.</p> <p>The Property is subject to a Smoke Control Order.</p> <p>The search reveals a Grade II Listed Building within the area searched. A review of the English Heritage website shows this to be the W.H. Shaw Ltd Dobcross Works Office Building, which falls within the yellow edged area on Site Plan 1 which is now part of the Property. We have discussed this matter with you and understand that the PSBP redline is to be re-drawn to exclude the Listed Building.</p> <p>The Property is within a Critical Drainage Area, Flood zone 2 and 3, Main River, Greenbelt, Business Employment Area, Business and Industry Allocation, Surface Flooding High Susceptibility, Surface Flooding Medium susceptibility, Surface Flooding Low Susceptibility, Huddersfield Narrow Canal Hazard Zone, Green Corridors and Links and Listed Building No 225.</p>
Commons Registration	The search of the Commons Act registers does not reveal any adverse entries and confirms that no part of the Property is registered as common land or as a town or village green.
Highways Adoption	<p>Huddersfield Road is a highway maintainable at public expense. Based on the new area for school buildings, the Property will not abut Huddersfield Road and a right of way will be needed.</p> <p>All other access, footpaths and tracks are not adopted.</p> <p>There are public footpaths abutting or crossing the Property.</p>

	<p>Public footpath 106 Saddleworth crosses the Property and public footpath 77 Saddleworth abuts the easterly gable of the Property, following the route of the Rochdale Canal towpath. Footpath 76 is in the vicinity of the Property, although on the far side of the canal to the Property.</p> <p>However, please let us know if you are aware of anything that may indicate that the Property does not abut the highway, for example, a strip of concrete or a grass verge between the Property and the road surface. Please also let us know if you are aware that access to the Property is gained other than from the highway or if you plan to move the access to the Property from its current position.</p>
<p>Planning Consents</p>	<p>These are as mentioned above under Other Planning Charges.</p>
<p>Other Matters</p>	<ol style="list-style-type: none"> (1) Road proposals by private bodies. There are no proposals for construction of a new road. (2) There are no proposals for the alteration or improvement of existing roads. (3) Public paths or byways – there are footpaths abutting and crossing the property shown in the definitive map. Note the definitive map does not show every public footpath or byway, and therefore you should inspect the property. (4) Advertisements – there are no entries in the register of applications, directions and decisions relating to consent for the display of advertisements. (5) Completion notices – none of the planning permissions revealed have been terminated by the Council by means of a completion notice under Section 94 of the Town and Country Planning Act 1990. (6) Parks and Countryside – the property is not in an area of outstanding natural beauty or a national park. (7) Pipelines – a map has not been deposited under Section 35 of the Pipelines Act 1962 or Schedule 7 of the Gas Act 1986 showing a pipeline laid through or within 100ft (30.48m) of the property. However please see clause 4.6 for further information relating to gas pipelines. (8) Land maintenance notices – the Council has not authorised the service of a maintenance notice under Section 215 of the Town and Country Planning Act 1990. (9) Mineral consultation areas – the property is not within a mineral consultation area. (10) Hazardous Substance consents – there are no entries in the register kept pursuant to Section 28 of the Planning (Hazardous Substances) Act 1990. (11) Environmental and Pollution Notices – there are no outstanding statutory or informal notices issued

	<p>under environmental protection or control of pollution regulations.</p> <p>(12) Hedgerow Notices – there are no entries in the record maintained under Regulation 10 of the Hedgerows Regulations 1997.</p> <p>(13) Listed Building – the Local Search reveals a listed building consent to have been sought in relation to a building upon the area searched.</p>
--	---

4.2 **Drainage and Water Enquiries**

Supplier	United Utilities
Date of Search	19 August 2013
Result	<p>4.2.1 The Property is not connected to the mains water supply on a metered basis and water is therefore likely to be provided by virtue of a private supply.</p> <p>4.2.2 The Water Map provided with the search indicates that there are waterworks within the boundaries of the Property.</p> <p>4.2.3 Foul water from the Property does not drain to a public sewer. Surface water from the Property does drain to a public sewer. There is a charge payable in respect of surface water drainage for the Property.</p> <p>4.2.4 The Public Sewer Map provided with the search indicates that there are sewers mains or drains within the boundaries of the Property.</p> <p>4.2.5 Analysis records confirm that tests failed to meet the standard of the 2000 and 2001 Regulations in relation to odour and taste in 2 of 24 samples taken for each.</p> <p>4.2.6 The Property is not billed for water services.</p>

4.3 **Chancel Repair Search**

Supplier	ChancelCheck
Date of Search	15 August 2013

Result	<p>A chancel repair search shows whether the owner of a property may be liable to contribute towards the cost of repairs to the chancel of a parish church. We would advise you not to contact any parish churches directly in relation to chancel repair liability, as this may limit the availability of indemnity insurance.</p> <p>The ChancelCheck search indicates that the Property is <u>not</u> within the historical boundary of a parish which continues to have potential chancel repair liability.</p>
--------	---

4.4 **Ground Stability Report**

Supplier	The Coal Authority
Date of Search	15 August 2013
Result	<p><u>Coal Mining</u></p> <p>The Property is not within the zone of likely physical influence on any present underground workings and is not within an area for which the Coal Authority is determining whether to grant a licence to remove coal using underground methods. The Property is not in an area likely to be affected at the surface from any planned workings.</p> <p>There are no known coal mine entries within, or within 20 metres of, the boundary of the Property. Records may be incomplete.</p> <p><u>Mine Gas</u></p> <p>There is no record of mine gas emissions within the boundary of the Property.</p>

4.5 **Highways Search**

Supplier	Unity Partnership
Date of Search	28 August 2013
Result	<p>Huddersfield Road is a highway maintainable at public expense. However based on the proposed new school building area, the Property will not abut Huddersfield Road and a right of way will be needed.</p> <p>All other access, footpaths and tracks are not adopted.</p> <p>There are public footpaths abutting or crossing the Property. Public footpath 106 Saddleworth crosses the Property and public footpath 77 Saddleworth abuts the easterly gable of the Property, following the route of the Rochdale Canal towpath. Footpath 76 is in the vicinity of the Property, although on the far side of the canal to the Property.</p>

4.6 **Gas Utility Search**

Supplier	National Grid
Date of Search	25 October 2013
Result	This confirms that there is gas apparatus belonging to the Supplier within the boundary of the Property therefore care should be taken if any development works are planned for

	the Property in this area.
4.7	<u>Electricity Search</u>
Supplier	National Grid and Electricity North West
Date of Search	24 October 2013 and 20 November 2013
Result	This confirms that there is no national transmission electricity network apparatus within the boundary of the Property. The search concluded that National Grid Transmission infrastructure is not in the vicinity of the area of interest. However the report provided by Electricity North West shows that there is electrical apparatus on the Property, therefore care should be taken if development works are planned for the Property in this area.
4.8	<u>Telecom Search</u>
Supplier	British Telecom
Date of Search	24 October 2013
Result	This search indicates that there is BT apparatus within the boundary of the Property therefore care should be taken if any development works are planned for the Property in this area.

5. **REPLIES TO PRE-CONTRACT ENQUIRIES**

5.1 CPSE replies are attached at Schedule 3 of this report. The main replies of substance are as follows:

- 5.1.1 The Property is currently partially occupied by two companies who have registered leases expiring 30 September 2017. However, the occupational tenants are linked to the owner of the site and the Council's purchase is conditional upon full vacant possession being provided.
- 5.1.2 The land to the East of the Brook is also subject to an overage which is to be resolved by the existing owner prior to any purchase by the Council.
- 5.1.3 A culvert crosses through part of the land to the East of the Brook.
- 5.1.4 If the Council are asked to acquire the plots to the East of Diggle Brook (as now seems likely) a right of way from the adopted highway (Huddersfield Road) will be obtained.

These replies were given with regard to the whole title, prior to the confirmation of the proposed site.

6. **CONCLUSION**

Subject to the matters referred to in this Report and subject to the terms of and upon completion of the Back to Back Agreement with the Council, there are no matters of which we have been made aware which would adversely affect your intended development of the Property for the purpose of the Priority Schools Building Programme.

Bond Dickinson LLP

Signed Bond Dickinson LLP

One Trinity, Broad Chare, Newcastle upon Tyne, NE1 2HF

(Ref: KGJR/PAR/214/492)

Dated..... *22 July 2014*