

SECTION 106 AGREEMENT - DRAFT HEADS OF TERMS

Proposed Residential Development Comprising 100 dwellings including areas of public open space, landscaping and associated works

Land South of Dinting Vale (A57), Glossop, Derbyshire

1.1 Since the publication of CIL Regulations in 2010 it has been unlawful for a planning obligation to be required as a material consideration if the obligation does not meet all of the following tests. The obligation must be:

- a) Necessary to make the development acceptable in planning terms;
- b) Directly related to the development; and
- c) Fairly and reasonably related in scale and kind to the development.

Education and Affordable Housing

1.2 Please refer to the Education Assessment and Viability Assessment that have been submitted with the planning application. These matters will be discussed further throughout the course of the planning application.

Other Contributions

1.3 The Applicant will make contributions towards other social infrastructure where the contributions sought meet the CIL Regulations and it is viable to do so.

Legal Costs

1.4 The applicant will, as a matter of principle, meet the Borough Council's and County Council's reasonable legal costs for work associated with the Section 106 Agreement subject to such costs being disclosed to the applicant and such costs being agreed prior to work by the authorities commencing.

Appendix

Appendix 1 - Land Registry Register and Title Plan.



Appendix 1



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 DY311398

Edition date 14.09.2021

- This official copy shows the entries on the register of title on 27 SEP 2022 at 09:33:30.
- 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 27 Sep 2022.
- 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, Nottingham Office.

A: Property Register

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

DERBYSHIRE : HIGH PEAK

- 1 (28.07.1999) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the south side of Dinting Vale, Glossop.
- 2 (28.07.1999) The mines and minerals together with ancillary powers of working are excepted from the land tinted pink on the filed plan with provision for compensation in the event of damage caused thereby.
- 3 (28.07.1999) There are excluded from this registration the mines and minerals excepted by the Conveyance of the land in this title and other land dated 2 December 1926 made between (1) John Todd and Joseph Read (Vendors) and (2) Robert Wilson Limited (Company) and (3) Sarah Redford (Purchaser)
- 4 (28.07.1999) The land tinted yellow on the filed plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 2 December 1926 referred to above.

NOTE: Original filed.

- 5 (28.07.1999) The land tinted pink on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 26 August 1927 made between (1) John Todd and Joseph Read (Vendors) and (2) Robert Wilson Limited (Purchasers):-

TOGETHER with the rights and easements specified in the 3rd part of the First Schedule thereto.....

EXCEPT AND RESERVED as thereafter mentioned.....

The property thereinbefore described and conveyed was so conveyed subject so far as thereby respectively affected to

(a) the exceptions of the property and rights specified in the 1st part of the Second Schedule thereto which property and rights were not included in such Conveyance

(b) the Rights specified in the 2nd part of the Second Schedule thereto each of which rights (so far as not already legally created was thereby

A: Property Register continued

annexed to and made appurtenant to the land or other property the owners whereof then had or were intended to have the benefit thereof and to every part or such land.....

THE FIRST SCHEDULE above referred to

2. All such quasi easements or rights of way drainage or watercourse and other rights in the nature of easements (other than rights excepted by the 1st part of the Second Schedule below written) as are now or have been hitherto usually enjoyed by or in respect of all or any of the land conveyed by the above written Deed over through or from all or any other property of the Vendors.

3. Full right and liberty for the Purchasers and their sequels in title the owners or occupiers of the land conveyed by the above written Deed or any part thereof and their respective servants and licencees (in common with all other persons having from time to time the right to use the roadway hereinafter mentioned) at all times hereafter by day or by night and for all purposes with or without horses carts carriages waggon or other vehicles whether drawn or self-propelled and whether laden or unladen to pass and repass and to drive cattle sheep and other animals along over and upon any roadway passing over land belonging to the Vendors or the Purchasers and which has hitherto been used for the purpose of affording access to the property conveyed by the above written Deed and also to use and connect with any sewer drains gas pipes and electric cables which are now or may hereafter be in or under the aforesaid roadway

THE SECOND SCHEDULE above referred to

Particulars of the Property and rights excepted or reserved out of the Conveyance made by the above written Deed

Part 1

EXCEPTIONS

1. The foregoing Conveyance is not by implication or general words to include or confer on the Purchasers

(a) Any part of the soil of any adjoining road not being a public highway

(b) Any sewer drain or pipe vested in any local authority or any water main or pipe or ancillary waterworks vested in any water company or local authority

(c) Any easement or right of light air or otherwise which would restrict or interfere with the free use for building or other purposes of any adjacent or neighbouring land which immediately before the exception of the above written Deed belonged to the Vendors

.....
..

4. There are excepted out of the foregoing Conveyance

(a) All walls springs and sources of water and

(b) All reservoirs for water and water supply pipes and services in connection with the supply of water

PROVIDED ALWAYS that this exception shall operate subject to the rights of the Purchasers to the flow of water (otherwise than from reservoirs or through waterpipes hitherto belonging to the Vendors) and the use thereof as heretofore used by the property conveyed by the above written Deed and the occupiers thereof

Part 11

RESERVATIONS

A: Property Register continued

1. There are reserved to the Vendors their sequels in title and assigns all such quasi easements or rights of way drainage or watercourse and other rights in the nature of easements as are new of usually enjoyed by or in respect of any other property of the Vendors over through or from all or any property conveyed by the above written Deed.

4. There are reserved to the Vendors their sequels in title and assigns liberty from time to time with workmen and others upon the property conveyed by the above written Deed where necessary for the purpose of repairing cleansing and renewing the reservoir pipes and services excepted out of the foregoing Conveyance the person or persons exercising such rights doing as little damage as possible and forthwith making good or paying reasonable compensation to the Purchasers or the persons deriving title under them for all damage occasioned to or sustained by them by reason of the exercise of such liberty

5. There are reserved to the Vendors their sequels in title and assigns the owner or owners from time to time of all lands to which any roadway comprised in or abutting on the property conveyed by the above written Deed gives access full right and liberty for the Vendors their sequels in title and assigns the owners or occupiers of all such lands as aforesaid or any part thereof and their respective servants and licensees (in common with all other persons having from time to time the right to use such roadway) at all times hereinafter by day or by night and for all purposes with or without horses carts carriages waggons or other vehicles

whether drawn or self propelled and whether laden or unladen to go pass and repass and to drive cattle sheep and other animals along over or upon such roadway and also to use and connect with any sewers drains gas pipes and electric cables which are now or may hereinafter be in or under the aforesaid roadway.

- 6 (28.07.1999) The land tinted pink on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 17 July 1934 made between (1) Robert Wilson Limited (Vendors) and (2) William Taylor (Purchaser):-

TOGETHER with a right of way for all purposes over the Roadway on the adjoining Inclosure Numbered 904 on the Ordnance Survey Map between the points marked "U" and "V" on the said plan so far as the Vendors had points marked "U" and "V" on the said plan so far as the Vendors had power to grant the same but SUBJECT nevertheless to a right of way for all purposes in favour of the owners or occupiers for the time being of the cottages in Inclosure Numbered 887 on the Ordnance Survey Map and of the adjoining farm and other persons (if any) entitled to such rights over the roadway between the points marked "T" and "U" on the said plan.

NOTE: Copy plan filed.

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 (13.10.2014) PROPRIETOR: ANDREW BENNETT of 1 Hawthorn Bank, Hadfield, Glossop SK13 2EY and CHRISTOPHER BENNETT of 71 Commercial Road, Bournemouth BH2 5RT.
- 2 (13.10.2014) The value stated as at 13 October 2014 was £15,000.
- 3 (13.10.2014) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (13.10.2014) The Transfer to the proprietor contains a covenant to

B: Proprietorship Register continued

observe and perform the covenants in the Deed of Grant dated 4 December 1967 referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 (28.07.1999) The land tinted yellow on the filed plan is subject to the rights granted by a Deed of Grant dated 4 December 1967 made between (1) Charlotte Bennett (Grantor) and (2) North Western Gas Board (the Board).

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 2 (28.07.1999) The land is subject to the following rights granted by a Conveyance of adjoining land dated 7 August 1995 made between (1) Edith Bennett (Vendor) and (2) Desmond John Quantrill and Beryl Edith Quantrill (Purchasers):-

TOGETHER WITH:-

(a) a right of way on foot or by private motor vehicles over and along such portion of the private road running from the northerly corner of the property hereby conveyed to Simmondley Lane as belongs to the Vendor

(d) the right (so far as the Vendor can convey the same) to use the gas water foul and surface water drainage pipes serving the property to and from the public highway at Dinting Vale

(e) the right within 80 years from the date hereof in the event that any of the aforesaid gas water electricity drains or telephone are lawfully prevented from being used to lay within the strip of land marked "A-C-Y-X" or to erect on the surface of the land supply pole within that piece of land at the cost of the Purchasers and their successors in title the Purchasers and their successors in title making good any damage thereby occasioned and the Vendor granting a right to enter on the said land for the purpose of laying maintaining repairing and renewing the same PROVIDED that if the said strip of land marked A C Y X is developed for any purpose then the rights hereby granted shall be substituted by a grant to the Purchasers of similar rights to tie into all drains sewers gas water electricity and telephone services which may be laid in on or over the said land marked A C Y X within 80 years from the date hereof and it is hereby declared that rights granted by this sub clause are for the benefit of the property hereby conveyed only.

NOTE: Copy Conveyance plan in certificate. Copy plan filed.

- 3 (14.09.2021) UNILATERAL NOTICE affecting the land in this title excluding the strip of land 0.3m wide along the boundary marked by a blue line on the plan in respect of a contract for sale dated 14 September 2021 made between (1) Andrew Bennett and Christopher Bennett and (2) Wainhomes (North West) Limited.

NOTE: Copy plan filed.

- 4 (14.09.2021) BENEFICIARY: Wainhomes (North West) Limited (Co. Regn. No. 4978580) of Exchange House, Kelburn Court, Daten Park, Birchwood WA3 6UT.

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 27 September 2022 shows the state of this title plan on 27 September 2022 at 09:33:32. 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, Nottingham Office .

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