

Planning Department
High Peak Borough Council
PO BOX 136 Buxton
SK17 1AQ

31/07/2024



Dear Sir/Madam

Re: Objection to Planning Application HPK/2024/0250 - Land at East side of Regent Street.

We are writing to object to the retrospective planning application.

The land in question is subject to a restrictive covenant dated 12th July 2002 which is charged on the property. See attached copy covenant and office copies of the register.

The restrictive covenant was created by Mrs. Nora Woollenson shortly before her death to preserve the grazing land that her family had owned for many years.

The covenant prevents the construction of buildings and structures except a greenhouse or greenhouses no more than 4 metres in length and 3 metres in height and a garden shed or sheds of no more than 3 metres in length and 2.5 metres in height. See clause 2.1.

The workshop/store which is subject to this application is over 8 metres long from the square meterage provided.

The applicant states that there are at present 12 sheds on the land of which 4 are in close proximity to the building subject to the application. It is believed that a number of these sheds were built without obtaining planning permission.

Clause 2.2 of the covenant clearly states that vehicles should not be parked on the land. At the moment there are a number of cars parked on the land including a campervan. The applicant states that there is space for 5 cars and 2 light goods vehicles on the land.

It is evident that the applicant has a history of ignoring the restrictive covenant made by his late aunt and planning and conservation regulations.

The photograph of the building with plastic patio doors looks like a summer house rather than a workshop/store. Despite lodging the retrospective application on the 5th June 2024 the applicant has continued to build.

We are also not convinced that the workshop is being built on an existing building

footprint. The applicant has not provided evidence of the previous building or foot print with his application.

As residents living in lower Post Street are close to all the sheds and poultry we are concerned about the health and environmental impact of all this husbandry. It is understood that the applicant is selling eggs in a local pub.

If the so called workshop is to be used for leisure activities we are concerned about crainage and waste management.

When Padfield became a conservation area the green triangular space in the centre of the village was considered to be an integral part of the village. By constantly building on the land the applicant is changing the nature of this green space.

In conclusion, we would ask that you reject the application as it is evident that the applicant is flagrantly ignoring the restrictive covenant of 2002 and conservation and planning requirements.

By granting the retrospective application you would be condoning the applicants behaviour and ignoring the wishes of the lady who went to the trouble and expense of executing and registering the restrictive covenant.

Yours faithfully

Signed J.J. Crean
Names John Joseph Crean

B.R. Crean
Christine Rose Crean

address
12 POST STREET
PADFIELD
GLOSSOP
DERBYSHIRE
SK13 1EF

12 POST ST
PADFIELD
GLOSSOP
DERBYSHIRE
SK13 1EF

ED is made 12th day of July 2002 by NORA WOOLLESON of 107
Platt Street Padfield Glossop Derbyshire ("the Owner")

NOW THIS DEED WITNESSES as follows:

Certified a true copy of the original

Doris Blank Turner
Solicitors
Glossop

In this deed unless the context otherwise requires the following words and expressions shall have the following meanings:

- 1.1 "the hatched land" means the land shown hatched red on the Plan;
- 1.2 "the Properties" means the various properties situate at and known as 85-109 Platt Street, Padfield aforesaid, 2-72 Post Street, Padfield aforesaid, 1-4 Regent Street Padfield aforesaid and 16 to 20 Temple Street Padfield, Moreland Temple Street Padfield, aforesaid which neighbour the hatched land as shown on the Plan;
- 1.3 "the Covenantees" means the various owners, as at the date of this Deed, of the Properties;
- 1.4 "the Covenants" means the covenants set out in Clause 2 of this We act on behalf of the above-named in connection with a remortgage of their property.

2. Covenants

The Owner covenants with the Covenantees for the benefit of the Properties and each and every one of them and with the intention of binding the hatched land (and each and every part of it) into whosoever hands the same may come:

- 2.1 not to erect or cause to be erected on the hatched land any building or structure whatsoever except a greenhouse or greenhouses each of no more than 4 metres in length and 3 metres in height and a garden shed or sheds each of no more than 3 metres in length and 2.5 metres in height;
- 2.2 not to stand or support any vehicle, commercial vehicle trailer, mobile home, caravan trailer, car or boat on any part of the hatched land;

- 2.3 not at any time to carry on any trade business manufacturing process or profession upon the hatched land or permit it to be so used;
- 2.4 not to do or suffer to be done upon the hatched land any act matter or thing which is or may become a nuisance or an annoyance to the Covenanters and their successors in title, the owners and occupiers for the time being of the Properties;
- 2.5 not to exhibit upon any part of the hatched land any advertising hoarding, sign or noticeboard other than a noticeboard advertising the sale of the hatched land;

SIGNED AND DELIVERED
AS A DEED by the above-named
NORA WOOLLESON in the
Presence of:

Marjorie
.....
Schuler
.....
Elony
.....
.....

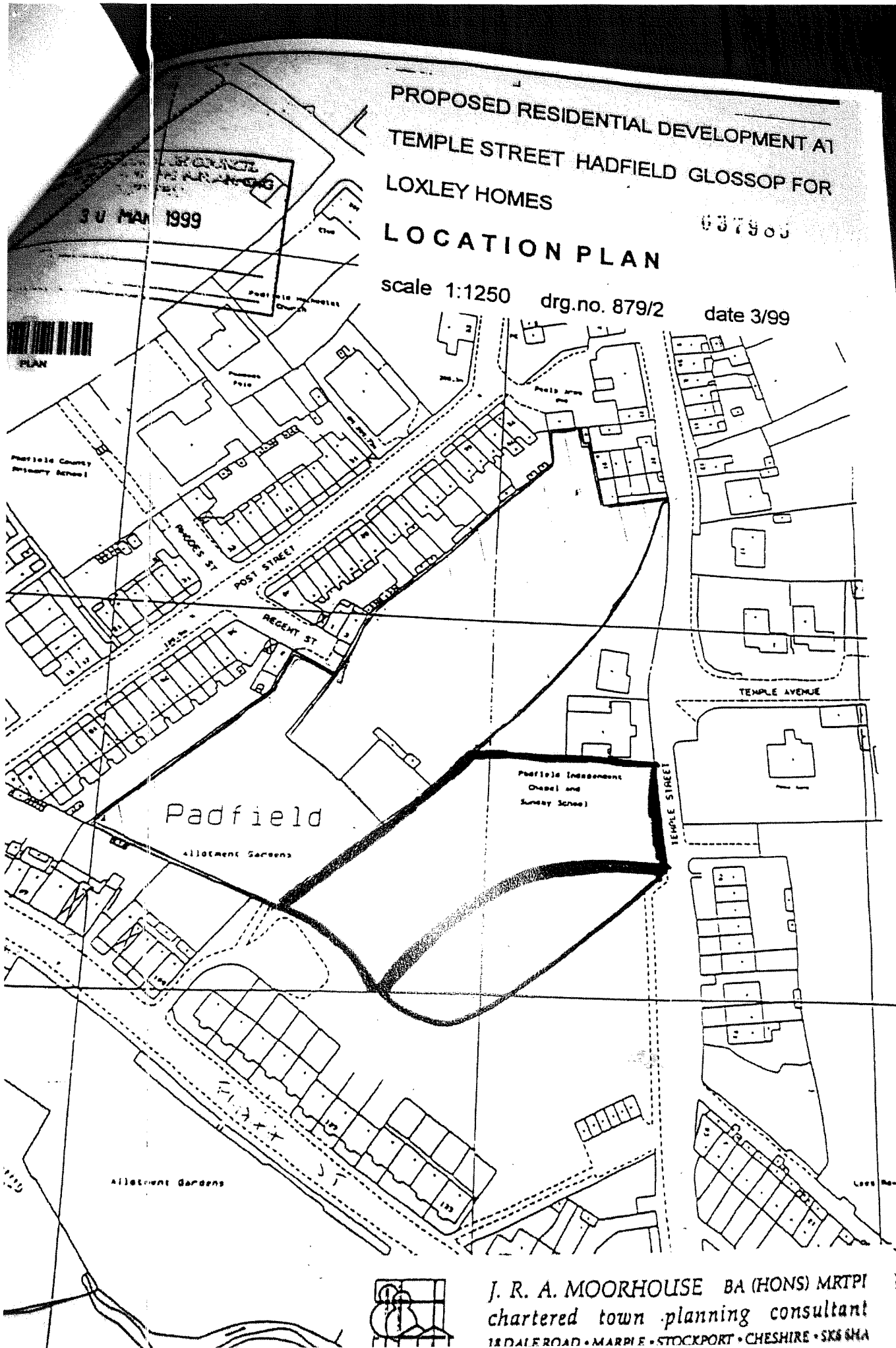
Nora Woolleson
.....
By her Attorney
Louise Bowler

PROPOSED RESIDENTIAL DEVELOPMENT AT
TEMPLE STREET HADFIELD GLOSSOP FOR
LOXLEY HOMES

LOCATION PLAN

scale 1:1250 drg.no. 879/2

date 3/99



J. R. A. MOORHOUSE BA (HONS) MRTPI
chartered town planning consultant
18 DALE ROAD • MARPLE • STOCKPORT • CHESHIRE • SK6 6HA

Title Number : DY313276

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

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 3 SEP 2020 at 14:34:40 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: DY313276
Address of Property	: Land on the east side of Regent Street, Padfield, Glossop
Price Stated	: Not Available
Registered Owner(s)	: ANTONY RICHARD WOOLLESON of 38 Edward Street, Glossop SK13 7AF.
Lender(s)	: None

Title number DY313276

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 3 SEP 2020 at 14:34:40. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the HM Land Registry web site explains how to do this.

A: Property Register

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

DERBYSHIRE : HIGH PEAK

- 1 (20.09.1999) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the east side of Regent Street, Padfield, Glossop.
- 2 (20.09.1999) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (20.09.1999) The land 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) John William Darlington (Purchaser):-

TOGETHER with the rights and easements specified in the 2nd part of the First Schedule thereto

EXCEPTING AND RESERVING 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 where 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 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 of such land

.....

PART II

Rights and easements etc granted

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 were then or had been hitherto usually enjoyed by or in respect of all or any of the lands 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 Purchaser and his 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 licensees (in common with all other premises having from time to time the right to use the roadway thereafter mentioned) at all times thereafter 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 and upon any roadway passing over land belonging to the Vendors and which had hitherto been used for the

A: Property Register continued

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 were then or might thereafter 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 I

EXCEPTIONS

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

(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 exclusion of the above written Deed belonged to the Vendors
.....

4. There were excepted out of the foregoing Conveyance

(a) All wells springs and sources of water and

(b) All reservoirs for water and water supply pipes and services in connection with the supply of water PROVISO that the exception should operate subject to the rights of the Purchaser to the flow of water (otherwise than from reservoirs or through water pipes thitherto belonging to the Vendors) and the use thereof as theretofore used by the property conveyed by the above written Deed and the occupiers thereof

PART II

RESERVATIONS

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

3. There were reserved to the Vendors their sequels in title and assigns the owner or owners from time to time of the wells springs sources of water and reservoirs for water and water supply pipes excepted out of the foregoing Conveyance all reasonable or proper rights of entry on the lands conveyed by the above written Deed as were required for the purpose of access to and utilising the same including a right to bore for subterranean sources of water and to remove all such water by means of pipes or conduits the person or persons exercising any of such rights making reasonable compensation for all damage occasioned Provided always that the rights reserved by the Paragraph were subject to the rights of the Purchaser to the flow of water (otherwise than from reservoirs or through water pipes thitherto belonging to the Vendors) and the use thereof as theretofore enjoyed by the property conveyed by the above written Deed and the occupier thereof

4. There were reserved to the Vendors their sequels in title and assigns liberty from time to time with workmen and others to enter upon

A: Property Register continued

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 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 and paying reasonable compensation to the Purchaser or the person deriving title under him for all damage occasioned to or sustained by him or them by reason of the exercise of such liberty

5. There were 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 compared in or abutting on the property conveyed by the above written Deed gave 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 thereafter 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 and upon such roadway and also to use and connect with any sewers drains gas pipes and electric cables which were then or might thereafter be in or under the aforesaid roadway.

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 (22.04.2008) PROPRIETOR: ANTONY RICHARD WOOLLESON of 38 Edward Street, Glossop SK13 7AF.
- 2 (11.07.2005) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by Kathleen May Pinkstone and Lily Avis of 197 The Crossway, Fareham, Hampshire PO16 8NG.
- 3 (19.10.2015) The address for service of Kathleen May Pinkstone and Lily Avis named in the restriction entry above has been changed.

C: Charges Register

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

- 1 (30.07.2004) A Deed affecting the land in this title dated 12 July 2002 by Nora Woolleson contains restrictive covenants.

NOTE: Copy filed.

End of register

H.M. LAND REGISTRY		TITLE NUMBER
		DY 3 1 3 1
ORDNANCE SURVEY PLAN REFERENCE	SK0296 SK0396	Scale 1/1250
ADMINISTRATIVE AREA	DERBYSHIRE: HIGH PEAK	©Crown Copyright 1995

